

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
ATTN: Karl Jacobs



201812240014

12/24/2018 09:18 AM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

**DEED OF RIGHT TO USE LAND FOR
PUBLIC OUTDOOR RECREATION PURPOSES**
(Lake Campbell Investments LLC Property)

Grantor: WASHINGTON STATE PARKS AND RECREATION COMMISSION

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE
RECREATION AND CONSERVATION FUNDING BOARD and the WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE, including any successor agencies

Abbreviated

Legal Description: Ptn Lot 2, Short Plat No. PL14-0304, being ptn of GL1, S13-T34N-R11E,
W.M., Skagit County, Washington. (More particularly described in Exhibit "A" (Legal
Description) and as depicted in Exhibit "B" (Property Map)).

Assessor's Property Tax Parcel Number(s): P134335/0340113-2-014-2008

Reference Number of Associated Document: 201808310077

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Outdoor Recreation Account of the Washington and Wildlife Recreation Program. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Inholdings and Adjacent Properties 2014, Project Number 14-1681A, signed by the Grantor on the 22nd day of December, 2015 and the Grantee on the 24th day of December, 2015 and supporting materials which are on file with the Grantor and the Grantee in connection



with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description for park purposes, consistent with the Project Agreement, so as to provide public access to outdoor recreation opportunities in perpetuity and protect public outdoor recreation and park resources.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with outdoor recreation purposes and the Project Agreement.
3. The Grantor shall provide access to the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
4. Without the prior written consent of the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute recreation land must be of reasonably equivalent usefulness and location for the public outdoor recreation purposes as the Real Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if



such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed the Project Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this deed.

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STATE OF WASHINGTON, acting by and through the WASHINGTON STATE
PARKS AND RECREATION COMMISSION

AND RECREATION COMMISSION

Title: Real Estate Program Manager

Dated this 17th day of December, 2018

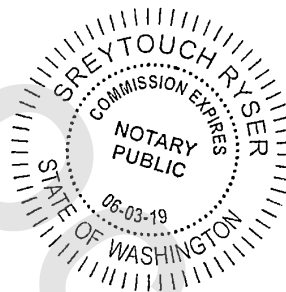
STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

Dated: 12-17-18

12-17-18
Sneetch Dixon

residing in Tulwiler WA

My commission expires 6-3-19



51

GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE
RECREATION AND CONSERVATION FUNDING BOARD, administered by the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 10th day of December, 20 18

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who
appeared before me, and said person acknowledged that he signed this instrument, on oath stated
that he was authorized to execute the instrument and acknowledge it as the Deputy Director for
the Recreation and Conservation Office and to be the free and voluntary act of such party for the
uses and purposes mentioned in the instrument.

Dated: December 10, 2018

Signed: Leslie Frank

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 7-9-21

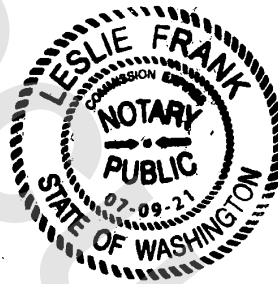


EXHIBIT A
Legal Description

That portion of Government Lot 1, Section 13, Township 34 North, Range 1 East, Willamette Meridian described as follows:

That portion of Lot 2, Skagit County Short Plat No. PL14-0304, approved January 7, 2015, recorded January 8, 2015, under Skagit County Auditor's File No. 201501080038, records of Skagit County, Washington described as follows:

Tract "A" of Alteration of Final Subdivision No. PL17-0607 as recorded August 8th, 2018 under Skagit County Auditor's File No. 201808080054; also known as:

That portion of said Lot 2 of Skagit County Short Plat No. PL14-0304, described as follows:

Beginning at the most Northerly corner of said Lot 2; thence Southerly along the common boundary line between Lots 1 and 2 of said Short Plat No. PL14-0304 on the following courses and distances: South $21^{\circ}11'10''$ East, a distance of 142.37 feet; and South $35^{\circ}57'45''$ East, a distance of 60.56 feet to the Northwest corner of the Joyce Iverson property commonly referred to as 14081 Donnell Road, Anacortes, WA., tax parcel Number P110590; thence South $1^{\circ}08'51''$ West along the common boundary line between said Joyce Iverson property and Lot 2 of said Short Plat, a distance of 400.00 feet to the Southwest corner of said Iverson property; thence North $89^{\circ}01'02''$ West, a distance of 235.24 feet; thence South $1^{\circ}08'51''$ West, a distance of 553.61 feet to the South line of said Lot 2; thence North $88^{\circ}26'48''$ West along the South line of said Lot 2, a distance of 280.01 feet to the Southwest corner thereof; thence North $1^{\circ}08'51''$ East along the West line of said Lot 2, a distance of 690.82 feet to the Northwest corner thereof; thence South $89^{\circ}01'02''$ East along a Northerly line of said Lot 2, a distance of 330.00 feet; thence North $13^{\circ}16'05''$ East along the Northwesterly line of said Lot 2, a distance of 450.56 feet to the Point of Beginning, and containing 278,215 square feet (6.39 acres).

Situate in the County of Skagit, State of Washington.



EXHIBIT B
Property Map

RCO Project #: 14-1681A, Inholdings and Adjacent Properties 2014
Sponsor Name: Washington State Parks
Date Map Prepared: November 21, 2018

