



202006170122

06/17/2020 02:04 PM Pages: 1 of 8 Fees: \$110.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Marc Duboiski

JUN 17 2020

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

**DEED OF RIGHT TO USE LAND FOR
PUBLIC OUTDOOR RECREATION PURPOSES**

Balise 2 Property

Grantor: Skagit County Parks and Recreation

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: Section 13, Township 35N, Range 10E, Ptns. Gov't Lot 1 (More particularly
described in Exhibit "A" (Legal Description) and as depicted in Exhibit "B"
(Property Map)),

Assessor's Property Tax Parcel Number(s): 45194

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from



the Aquatic Lands Enhancement Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Acquisition, Development and Restoration of Pressentin Park Trails, Bike Camp and Off Channel, Project Number 16-1730 signed by the Grantor on the 19th day of November, 2018 and the Grantee the 11th day of December, 2018 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 and trail 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.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



GRANTOR:

Grantor Name
By: Brian Adams Attachment
Name: BRIAN ADAMS
Title: DIRECTOR, SCPR
Dated this 8 day of JUNE, 20 20

STATE OF WASHINGTON)
) ss
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Brian Adams is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Parks Director for the Grantor, Skagit County Parks & Recreation and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 8, 2020

Signed: See attached signature page

Notary Public in and for the State of Washington,
residing in Skagit County
My commission expires 12-20-2023



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

STR

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: [Signature]

Name: Scott T. Robinson

Title: Deputy Director

Dated this 1st day of June, 2020

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

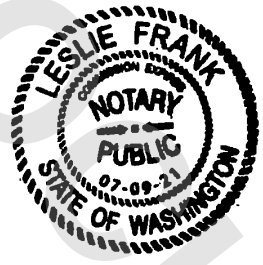
I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation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

Dated: June 1, 2020

Signed: [Signature]

Notary Public in and for the State of Washington,
residing in Thurston

My commission expires 7-9-21



[Signature]

EXHIBIT A
Legal Description

The West 260 feet of the East 580 feet of Government Lot 1, Section 13, Township 35 North, Range 10 East,
W.M.,

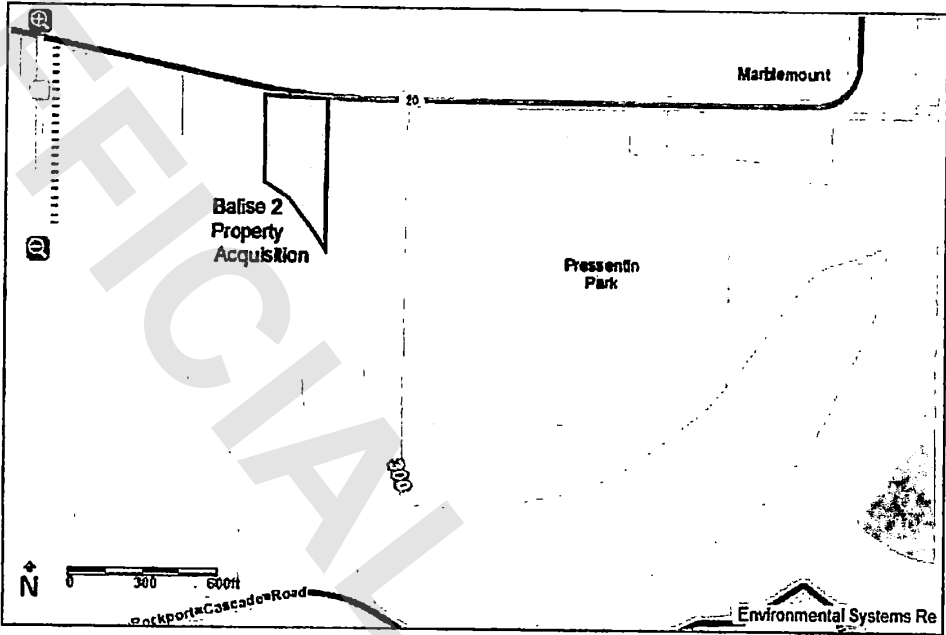
EXCEPT road rights of way for State Highway 20.

Situate in County of Skagit, State of Washington



EXHIBIT B
Property Map

RCO # 16-1730 -Presentin Park Trails, Bike Camp and Off-Channel
Sponsor: Skagit County Parks and Recreation
P45194 - 5.83 acres



Map Prepared 5/15/2020



Attachment

DATED this 15 day of June, 2020.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen
Ron Wesen, Chair

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Lisa Janicki
Lisa Janicki, Commissioner

Attest:

Dinda Hammer
Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

[Signature]
Department Head

County Administrator

Approved as to form:

[Signature] 6/18/20
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

[Signature]
Budget & Finance Director

