

ESA-ICICLE CREEK
RCO/FROMM LAND CO DOR
CHELAN COUNTY
140234A

After Recording Return To:
Washington Department of Fish and Wildlife
Real Estate Services
600 Capitol Way North
Olympia, WA 98501-1091
Attn: Thom Woodruff

Skip Moore, Auditor, Chelan County, WA.
AFN # 2376981
Recorded 11:56 AM 02/15/2013
LANDUSE Page: 1 of 6 \$77.00 ST OF
WASH DEPT OF FISH & WILDLIFE

Grantor: STATE OF WASHINGTON, acting by and through the Department of Fish & Wildlife
Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON STATE SALMON
RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND
CONSERVATION OFFICE, including any successor agencies.
Abbreviated Legal Description: Portion Section 13, Township 24 North, Range 17 East W.M.
Assessor's Parcel Number: 241713340075
County: Chelan

DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the General Fund Federal - Salmon Recovery Funding Board Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Lower Icicle Creek Habitat Conservation, Project Number 08-2060 signed by the Grantor on the 30th day of October, 2012 and the Grantee the 15th day of October, 2012 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: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian and floodplain. This habitat supports or may support priority species or groups of species including but not limited to spring Chinook, summer and fall Chinook, Steelhead, and Bull Trout.

1. 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 salmon



recovery purposes and the Project Agreement. Grantor and Grantee agree that public access on this site is primarily for educational purposes and for fishing access by foot with the following restrictions to protect the spawning and rearing habitat of priority species: no commercial use, including but not limited to fishing or tubing enterprises; no overnight camping; and no boat access to Icicle River. Grantor may limit the number of vehicles and may close the site seasonally to discourage use that may have a detrimental impact to salmon redds at certain times of the year. Grantor agrees to consult with Grantee and the immediately abutting property owners regarding any potential site development plans for parking, restrooms, and/or primitive trail.

2. The Grantor shall allow access by 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.
3. Without prior written consent by 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 salmon recovery 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 salmon recovery 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 salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery 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 occurred prior to or may occur 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 Salmon Recovery Funding Board or its successors.

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

GRANTOR:

THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE

By: [Signature]
Title: Acting Lands Division Manager
Dated this 23 day of January, 2013.

GRANTEE:

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

By: [Signature]
Name: Kaleen Cottingham
Title: Director

Dated this 10th day of January, 2013.

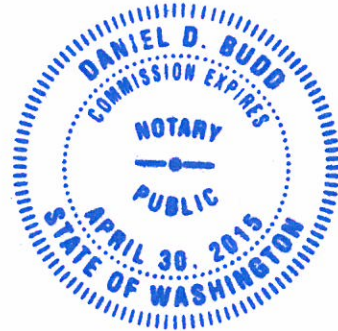


STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Mick Cope signed this instrument, on oath stated that ~~she~~ he was authorized to execute the instrument as the Acting Lands Division Manager of the Washington State Department of Fish and Wildlife and acknowledged it to be ~~her~~ his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 23rd day of January, 2013.

David D. Budd
Notary Public in and for the State of Washington,
residing in Olympia.
My appointment expires April 30, 2015.



STATE OF WASHINGTON)
) ss
COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Kaleen Cunningham is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the 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: January 10, 2013
Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,
residing in Thurston County.
My commission expires 7-9-13.



EXHIBIT A
Legal Description

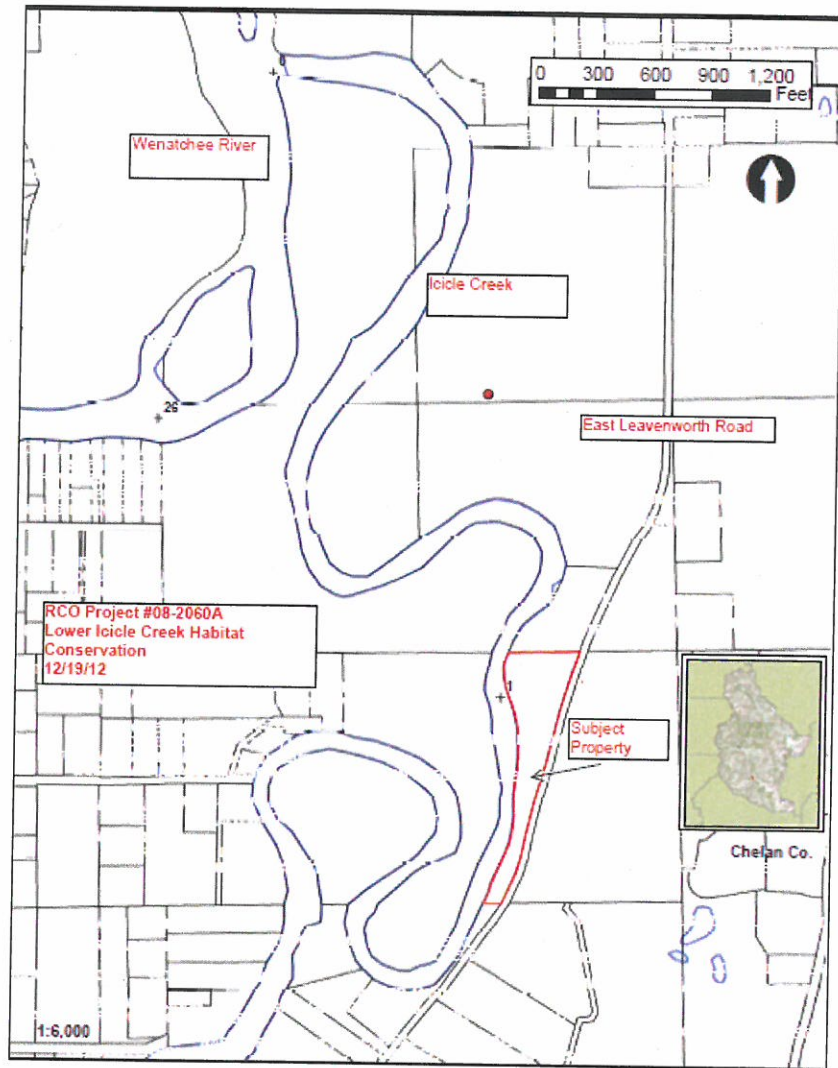
THAT PORTION of the Southeast quarter of the Southwest quarter of Section 13, Township 24 North, Range 17 East of the Willamette Meridian, Chelan County, Washington, lying Easterly of the center of the Icicle Creek and Westerly of East Leavenworth Road.

Also known as Parcel A of Certificate of Exemption No. 2011-265 recorded on December 5, 2011 under Auditor's File No. 2352834, in the official records of Chelan County, Washington.

APN: 24 17 13 340075



EXHIBIT B
Property Map¹



¹ Map must include: (1) RCO project number and name; (2) project sponsor name; (3) date of map preparation; (4) adjoining streets and roads where applicable; (5) boundary line of land acquired; and, (6) North arrow and scale. A professional legal survey may substitute for the preceding map elements.