

Skip Moore, Auditor, Chelan County, WA.  
AFN # 2387311  
Recorded 02:11 PM 08/01/2013  
COVEN Page: 1 of 7 \$78.00 CHELAN  
DOUGLAS LAND TRUST

Return Address:

Chelan-Douglas Land Trust  
P.O. Box 4461  
Wenatchee, WA 98807

**DEED OF RIGHT TO USE LAND  
FOR SALMON RECOVERY**

**Grantor:** CHELAN-DOUGLAS LAND TRUST, a Washington public benefit corporation

**Grantee:** STATE OF WASHINGTON, ACTING BY AND THROUGH THE WASHINGTON STATE SALMON RECOVERY FUNDING BOARD, and the RECREATION AND CONSERVATION OFFICE, including any successor agencies

**Legal Description (abbreviated):** Parcels "A" and "C" of BLA No.2013-136, recorded on July 11, 2013, AFN 2385771 (f/k/a Lot 1 and part Lots 2 and 3, Leslie Boyce SP No. 2092, Book SP-8, pg. 21-22 Chelan County) & Ptn of Sec. 3 Twn. 26N Rge. 16E, NW Qtr SE Qtr Chelan County, and as depicted in Exhibit "B" (Property Map)

**Assessor's Tax Parcel ID#s:** APN 261603420000, 261603420050, ~~261603420070~~

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Salmon Recovery Account. Such grant is made pursuant to the Project agreement entered into between the grantor and grantee entitled Nason Creek LWP Alcove Acquisition Project Number 11-1372A signed by the Grantor on the 14th day of March, 2012 and by the Grantee on the 26th day of March, 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:

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, in perpetuity. Such measures shall be consistent with the purposes in the project agreement, including protecting, preserving, restoring and/or enhancing the forest health and habitat functions of the Real Property, which includes riverfront on Nason Creek, active and relic meanders, and floodplain forested wetland. This habitat supports or may support priority species or groups of species including but not limited to spring Chinook, steelhead and bull trout.

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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 sale and effective management of the property consistent with salmon recovery purposes and the project agreement.

3. 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.

4. 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 the 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 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 Real 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 Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

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

**Grantor:**

CHELAN-DOUGLAS LAND TRUST

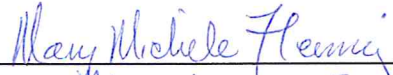
By:   
George A. Romer, President

Dated this 1st day of August, 2013.

**Grantor Acknowledgment:**

STATE OF WASHINGTON     )  
  )     SS  
COUNTY OF CHELAN     )

I certify that I know or have satisfactory evidence that George A. Romer is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledge it as the President for the Sponsor Chelan-Douglas Land Trust and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

  
Name: MARY MICHELE FLEMING  
Notary Public in and for the State of Washington,  
residing at Wenatchee Chelan Cty WA  
My commission expires January 26, 2014

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**Grantee:**

STATE OF WASHINGTON, ACTING BY AND THROUGH THE WASHINGTON STATE SALMON RECOVERY FUNDING BOARD, and the RECREATION AND CONSERVATION OFFICE

By: Kaleen Cottingham

Name: Kaleen Cottingham

Title: Director

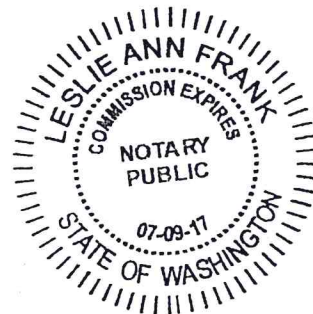
Dated this 25<sup>th</sup> day of July, 2013.

**Grantee Acknowledgment:**

STATE OF WASHINGTON     )  
  )     SS  
COUNTY OF CHELAN     )

I certify that I know or have satisfactory evidence that Kaleen Cottingham is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ Director, \_\_\_\_\_ of 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.

Leslie Ann Frank  
Name: \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at Murston County  
My commission expires 7-9-17



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## Exhibit A Legal Description

### Parcel A:

#### New Parcel "A"

Lot 1 of Chelan County Short Plat #2092 lying in Section 3, T26N, R16E W.M. Chelan County, Washington.

TOGETHER WITH all that portion of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 3, T26N, R16E W.M. Chelan County, Washington described as follows: Commencing at a point where the Southwesterly R/W line of State Road #15, as shown on State Road #15 (SR 2) Merritt Vicinity Pit Sites, intersects the West boundary line of the said NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 3, T26N, R16E W.M., which point bears N00°05'E and is a distance 2366.5 feet from the South  $\frac{1}{4}$  of said Section 3 and the True Point of Beginning,

thence S00°05'W along said West boundary line of said subdivision 914.6 feet, thence S63°59'E 165.7 feet, thence N26°01'E 170.0 feet, thence N63°59'W 203.9 feet, thence N00°05'E 198.0 feet, thence S58°09'E 489.8 feet, thence N35°34'E 167.0 feet, thence N58°06'W 392.6 feet, thence S31°54'W 127.0 feet, thence N58°09'W 132.2 feet, thence N00°05'E 480.4 feet, more or less, to the said Southwesterly R/W line of the said State Road #15, thence N63°39'W along said Southwesterly R/W line 44.6 feet, more or less, to the True Point of Beginning.

ALSO TOGETHER WITH that portion of Lot 2 of the Leslie Boyce Short Plat #2092 lying in the SE  $\frac{1}{4}$  of Section 3, T26N, R16E W.M. Chelan County, Washington, described as follows: Beginning at a point on the Southerly R/W line where it intersects the West line of the said SE  $\frac{1}{4}$  of Section 3 as shown on the said Short Plat, thence along the said Southerly R/W line as S63°19'17"E 273.14 feet to the NE corner of Lot 1 of the said Short Plat, thence along the East line of the said Lot 1 S04°21'07"W 341.00 feet to a corner of Lot 2 of the said Short Plat, thence along the South line of the said Lot 2 S57°59'16"E 392.60 feet to a corner of the said Lot 2, thence continuing along the lines of the said Lot 2 S35°40'44"W 167.00 feet, thence N58°02'16"W 247.83 feet to the most Northerly corner on the East line of a 1.48 acre easement area as shown on the said Short Plat and the point of beginning of this description, thence leaving the said boundary of the said Lot 2 S06°46'12"E 370.66 feet to the South line of the said Lot 2, thence along the boundary lines of the said Lot 2 N89°41'41"W 100.00 feet to the North line of the Burlington Northern Railroad R/W and a point on a curve of the said R/W whose tangent bears N61°34'44"W, thence Northwesterly along the said R/W line through a curve left whose radius is 8694.37 feet through a central angle of 01°01'28" for a distance of 155.45 feet to the P.T. of the said curve, thence continuing along the said R/W N62°36'12"W 59.64 feet to the West line of the said SE  $\frac{1}{4}$  of Section 3, being a corner of the said Lot 2, thence along the said West line and the boundary lines of the said Lot 2 N00°11'44"E 27.98 feet, thence continuing along the said boundary lines of the said Lot 2 S63°52'16"E 165.70 feet, thence N26°07'44"E 170.00 feet, thence N63°52'15"W 203.90 feet, thence N00°11'44"E 198.00 feet, thence S58°02'16"E 241.97 feet to the point of beginning and the end of this description.

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**New Parcel "C"**

That portion of Lots 2 and 3 of the Leslie Boyce Short Plat #2092 lying in the SE ¼ of Section 3, T26N, R16E W.M. Chelan County, Washington, described as follows:

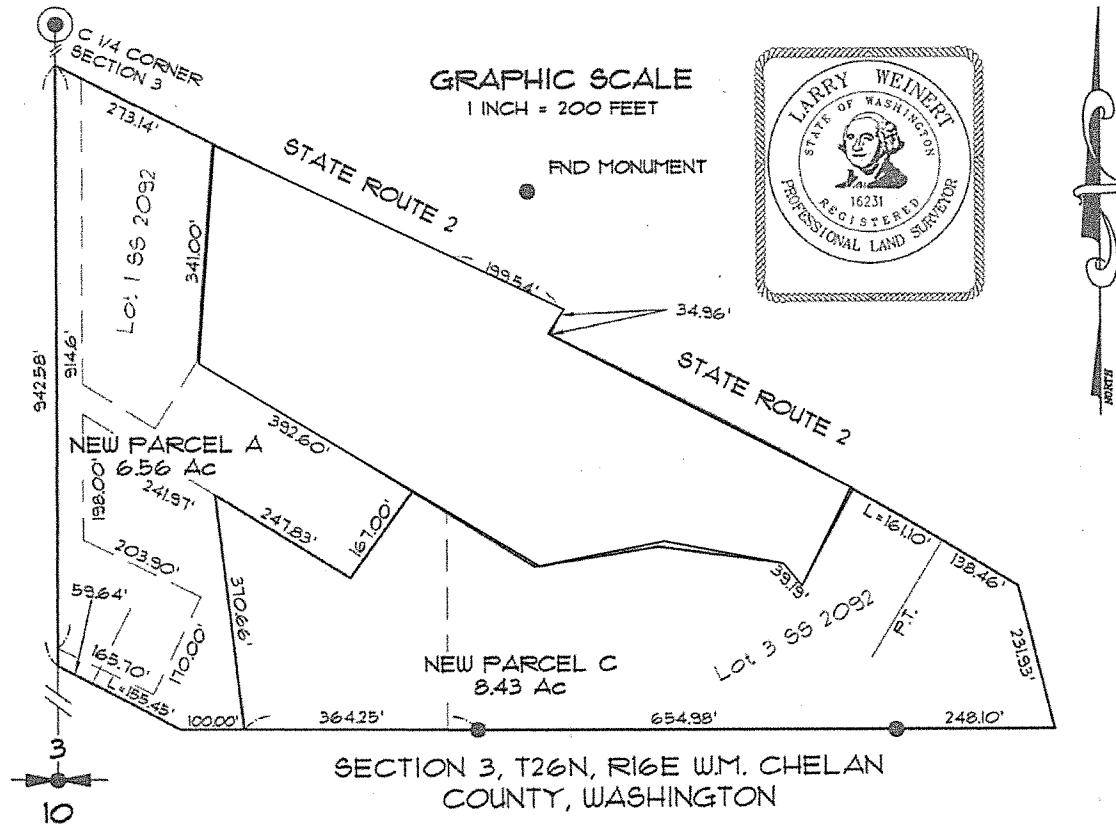
Beginning at the NW corner of the said Lot 2, a point being on the Southerly R/W line of State Route 2, thence along the West line of the said Lot 2 S04°21'07"W 341.00 feet to a corner between Lots 1 & 2 of the said Short Plat, thence along the boundary line of the said Lot 2 S57°59'16"E 392.60 feet to a corner of the said Lot 2 and the point of beginning of this description, thence along the boundary lines of the said Lot 2 S35°40'44"W 167.00 feet, thence N58°02'16"W 247.83 feet to the NE corner of a 1.48 acre easement area as shown on the said Short Plat, thence along the East line of the said easement area S06°46'12"E 370.66 feet to the South line of the said Lot 2, thence along the South line of the said Lot 2 and the South line of the said Lot 3 S89°41'41"E 364.25 feet to a 2 ½" aluminum pipe and cap marking the HES survey as shown on the said Short Plat, thence continuing along the South line of the said Lot 3 S89°45'27"E 654.82 feet to a found corner #3 of the HES survey, thence continuing along the South line of the said Lot 3 S89°43'34"E 248.26 feet to the SE corner of the said Lot 3, thence along the East line of the said Lot 3 N14°08'28"W 231.93 feet to the Southwesterly R/W line of State Route 2, thence along the said Southwesterly R/W line N58°44'38"W 138.46 feet to the P.T. of a curve left whose radius is 5654.68 feet through a central angle of 01°37'56" for a distance of 161.10 feet, thence leaving the said R/W line S28°12'57"W 163.82 feet, thence N43°52'05"W 39.19 feet, thence N82°12'43"W 203.21 feet, thence S80°55'03"W 194.92 feet, thence N57°59'16"W 140.92 feet, thence N57°59'16"W 84.35 feet to the point of beginning and the end of this description.

APN: 261603420000, 261603420060, ~~261603420070~~

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Exhibit B Property Map

Nason Creek LWP Alcove Acquisition RCO Project Number 11-1372A Chelan-Douglas Land Trust



July, 2013

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