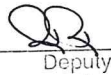


Return Address:

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

REAL ESTATE EXCISE TAX  
EXEMPT

Chelan County Treasurer  
David E. Griffiths, CPA

By 12/10/15   
Deputy

**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):** Lots 1-9, 14-17 and Ptn. Lots 12-13, Block 9, Plat of Merritt, Vol. 2, P. 80 and Ptn. Gov. Lot 1, Section 4, Twp. 26N, Range 16E SE Qtr NE Qtr., Chelan County, Washington (more particularly described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B" (Property Map))

**Assessor's Tax Parcel ID#s:** 261604140100, 261604140050, 261604140200, 261603695175

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 UWP Horseshoe Bend Acquisition Project Number 13-1287A signed by the Grantor on the 24th day of February, 2014 and by the Grantee on the 3rd day of March, 2014 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 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.

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 sale and effective management of the property consistent with salmon recovery purposes and the Project Agreement.

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 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.






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~~ JOHN F. LEHMKUHL, VICE PRESIDENT

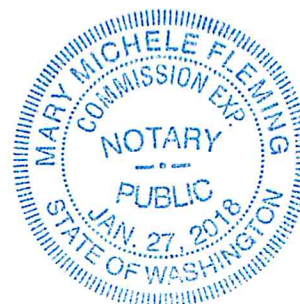
Dated this 8 day of DECEMBER, 2015.

**Grantor Acknowledgment:**

STATE OF WASHINGTON     )  
  )     SS  
COUNTY OF CHELAN     )

I certify that I know or have satisfactory evidence that John F. Lehmkuhl 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 Vice 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.

Mary Michele Fleming  
Name: MARY MICHELE FLEMING  
Notary Public in and for the State of Washington,  
residing at Wenatchee, WA  
My commission expires January 27, 2018





**Grantee:**

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

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

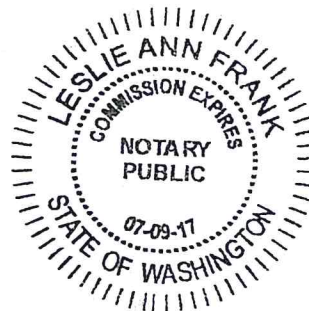
Dated this 4<sup>th</sup> day of December, 2015.

**Grantee Acknowledgment:**

STATE OF WASHINGTON       )  
  )       SS  
COUNTY OF CHELAN       )

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/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledge it as the Deputy 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 Thurston County  
My commission expires 7-9-17



JS

Exhibit "A" Legal Description

**PARCEL "A":**

**LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16 AND 17, BLOCK 9, PLAT OF MERRITT, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF CHELAN COUNTY,**

**EXCEPT THAT PORTION OF LOTS 12 AND 13 CONVEYED TO THE GREAT NORTHERN RAILWAY COMPANY BY DEED RECORDED JANUARY 20, 1911 IN BOOK 92, PAGE 545, CHELAN COUNTY RECORDS.**

**PARCEL "B":**

**THAT PART OF GOVERNMENT LOT 1 AND OF THE SE 1/4 OF THE NE 1/4 OF SECTION 4, TOWNSHIP 26 NORTH, RANGE 16, EWM, CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SE 1/4 OF THE NE 1/4 WITH THE NORTHERLY LINE OF SAID MAIN ST.;  
THENCE RUN SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF MAIN ST. FOR 330 FEET, MORE OR LESS;  
THENCE RUN NORTH FOR 929.4 FEET, MORE OR LESS TO A POINT;  
THENCE RUN WEST 494.2 FEET, MORE OR LESS, TO THE WEST LINE OF SAID GOVERNMENT LOT 1;  
THENCE RUN SOUTH ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 AND THE SE 1/4 OF THE NE 1/4 TO THE POINT OF BEGINNING; SAID PORTION BEING SHOWN ON THE PLAT OF MERRITT AS "SCHOOL HOUSE" AND "PETERSON TRACT."**

**EXCEPT THAT PORTION LYING WITHIN THE RIGHT OF WAY OF STATE ROUTE NO. 2**

**PARCEL "C":**

**A RIGHT OF WAY, 30 FEET WIDE, ALONG THE NORTHERLY SIDE OF THE GREAT NORTHERN RAILWAY COMPANY'S RIGHT OF WAY, EXTENDING FROM THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 4, TOWNSHIP 26 NORTH, RANGE 16, EWM, TO THE WEST LINE OF SAID SUBDIVISION; SAID RIGHT OF WAY BEING SHOWN ON THE PLAT OF MERRITT AS MAIN STREET.**

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

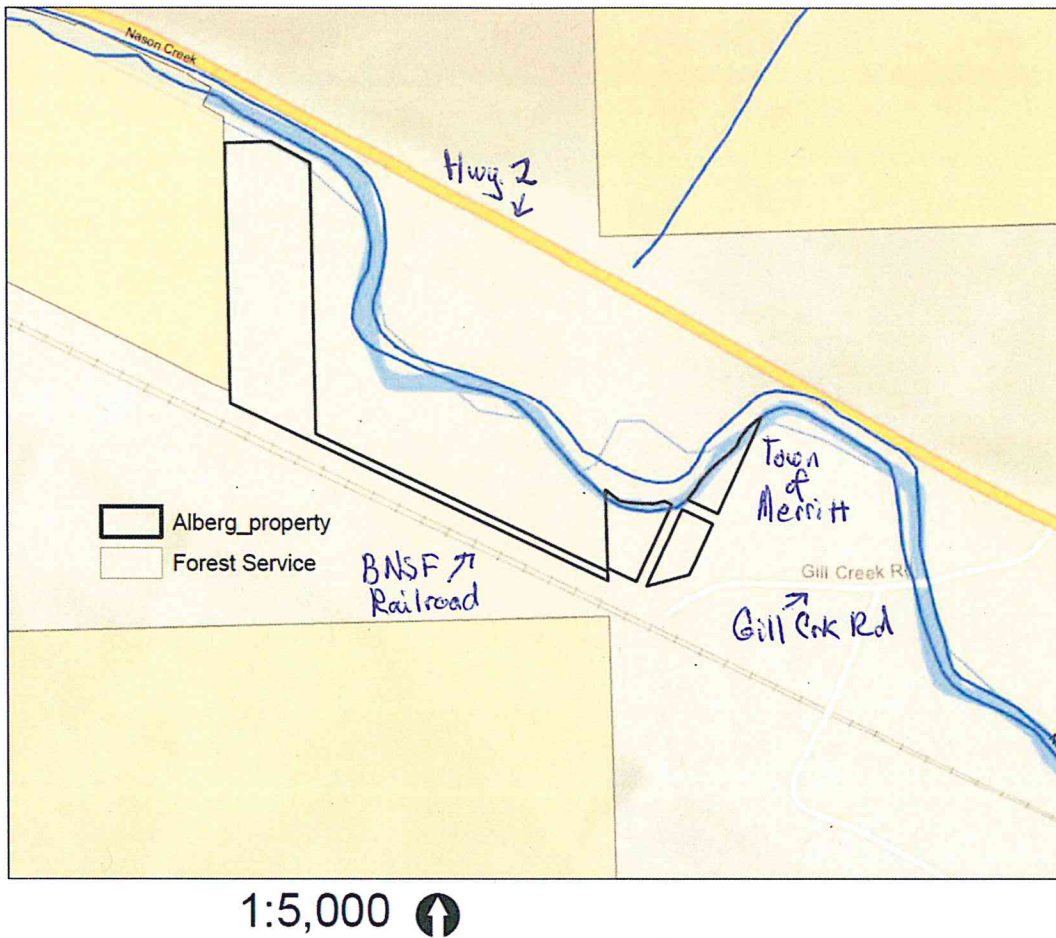
APN 261604140100, 261604140050, 261604140200, 261603695175





## Exhibit "B" Property Map

Nason Creek UWP Alcove Acquisition RCO Project Number 13-1287A Chelan-Douglas Land Trust

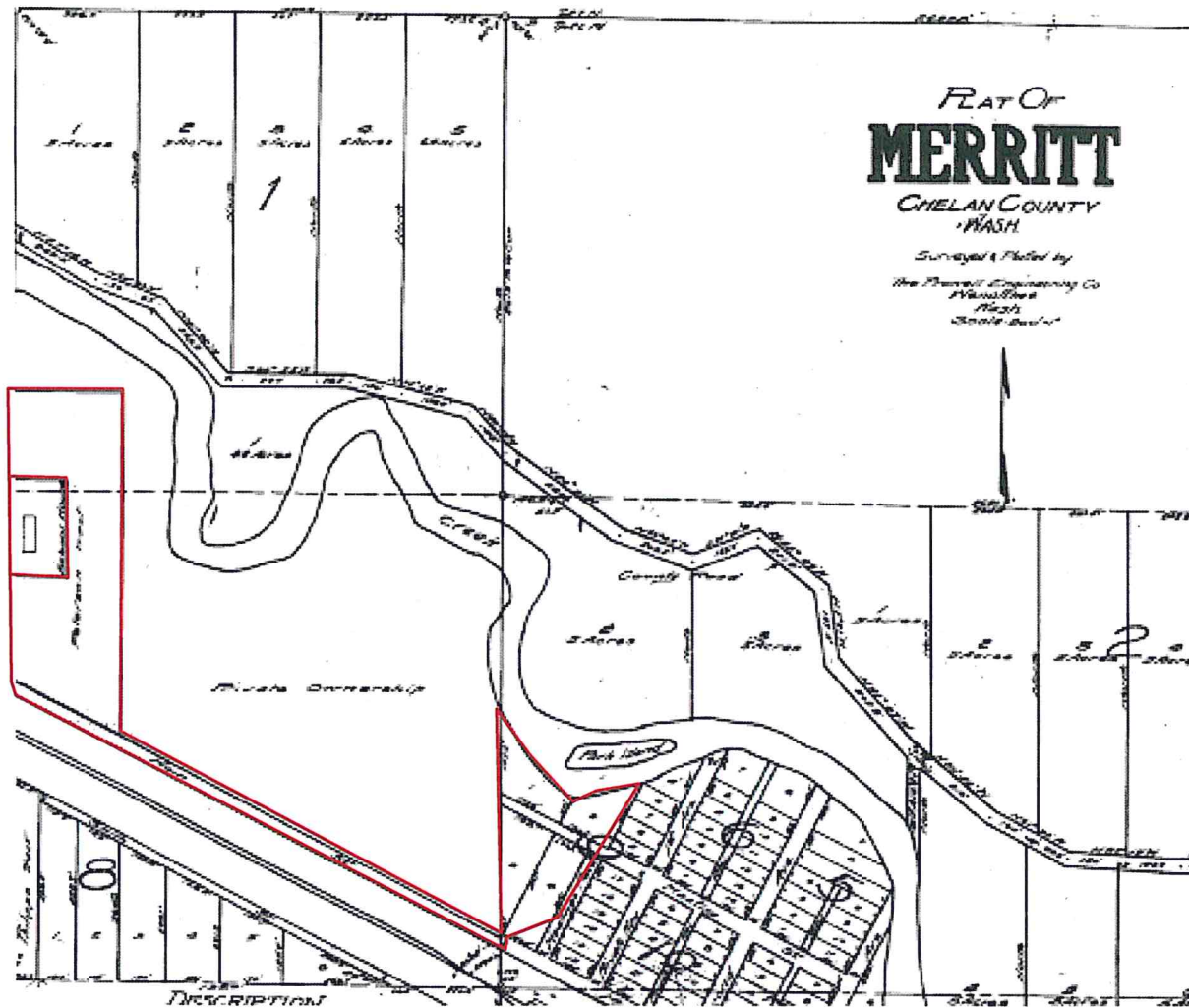


November 24, 2015. Outline of Chelan County Assessor Parcels 261604140100, 261604140050, 261604140200, 261603695175



Exhibit "B" Property Map

Nason Creek UWP Alcove Acquisition RCO Project Number 13-1287A Chelan-Douglas Land Trust



Excerpt from Plat of Merritt, Vol 2, P. 80, 1911.

Note that the course of Nason Creek in 2015 is significantly different than in 1911