

Return Address:

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

Skip Moore, Auditor, Chelan County, WA.  
AFN # 2466722  
Recorded 04:01 PM 10/12/2017  
EASE Page: 1 of 6 \$79.00 CHELAN  
DOUGLAS LAND TRUST

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

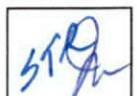
**Grantor:** CHELAN-DOUGLAS LAND TRUST, a Washington public benefit corporation  
**Grantee:** STATE OF WASHINGTON, acting by and through the WASHINGTON STATE  
SALMON RECOVERY FUNDING BOARD and the WASHINGTON RECREATION AND  
CONSERVATION OFFICE, including any successor agencies.

**Legal Description (abbreviated):** Ptn. Of Lot 1, Block 3, Plat of Merritt, Vol. 2, p. 80, Chelan  
County, more particularly described in Exhibit "A" (Legal Description) and as depicted in  
Exhibit "B" (Property Map)

**Assessor's Tax Parcel ID#s:** 26 16 03 695 025

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 13-1287 signed by the Grantor on the 3rd day of March, 2014 and by the Grantee on the 24<sup>th</sup> day of February, 2014 and supporting materials, which are on file with the Grantor and the Grantee in connection with the project agreement.

1. 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 forest health and habitat functions on the Real Property, which includes riverfront on the Entiat River, 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.



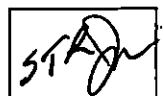
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or 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 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.

A handwritten signature, possibly reading "STAD", is enclosed within a rectangular box in the bottom right corner of the document.

51Egn

Grantee:

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

By: Scott T. Rob

Name: Scott T. Robinson

Title: Deputy Director

Dated this 12<sup>th</sup> day of September, 2017.

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.

Dated: September 12, 2017

Signed: Leslie Frank

Notary Public in and for the State of Washington, residing in Shushton County

My commission expires 7-9-21



SR

**Exhibit A**

**Legal Description**

That portion of Lot 1, Block 3, Plat of Merritt, Chelan County, Washington, according to the plat thereof recorded in [Volume 2 of Plats, Page 80](#), lying Southerly of the right of way of State Highway No. 15, (U.S. No. 2), Except that portion, if any, lying Southerly of Nason Creek.

APN: 261603695025

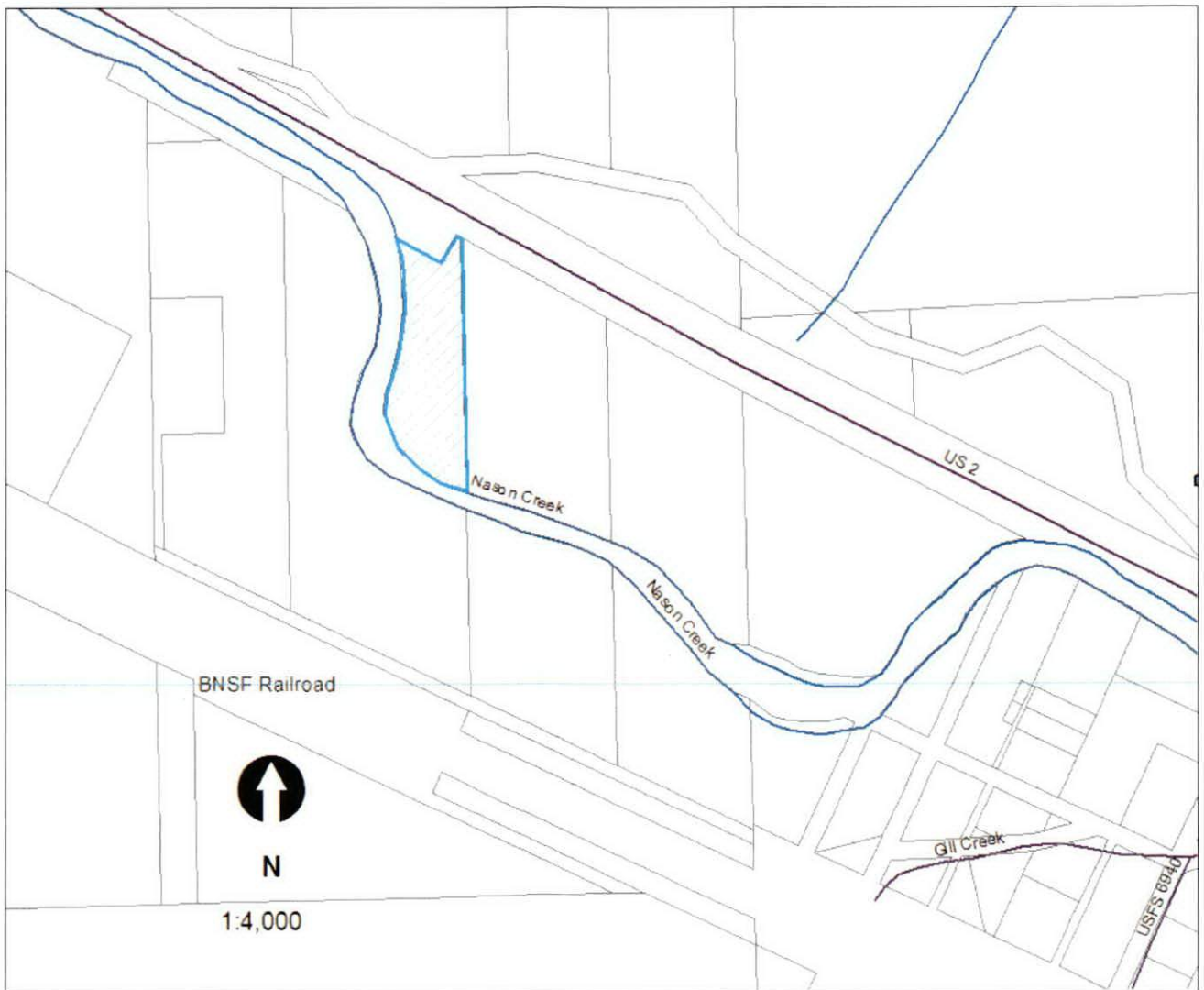
STR



**Exhibit B**  
**Property Map**

**Nason Creek UWP Horseshoe Bend Acquisition RCO Project Number 13-1287**  
**Chelan-Douglas Land Trust**

That portion of Lot 1, Block 3, Plat of Merritt, Chelan County, Washington, according to the plat thereof recorded in [Volume 2 of Plats, Page 80](#), lying Southerly of the right of way of State Highway No. 15, (U.S. No. 2), Except that portion, if any, lying Southerly of Nason Creek.



September 2017

