

**AFTER RECORDING RETURN TO:**

Department of Natural Resources  
Conservation, Recreation and Transactions Division  
PO Box 47014  
Olympia, WA 98504-7014

10/03/2013 02:35:14 PM  
\$97.00  
Easement WA ST DNR  
Kittitas County Auditor

201310030019  
Page 1 of 27



REVIEWED BY  
KITITAS COUNTY TREASURER  
DEPUTY Dania Cochran  
DATE 10-3-13

Recording Cover Sheet for

DEED OF HABITAT RESTORATION  
AND WORKING LANDS EASEMENT  
(TEANAWAY)

Grantor: STATE OF WASHINGTON, acting by and through the  
DEPARTMENT OF NATURAL RESOURCES

Grantee: STATE OF WASHINGTON, acting by and through the  
DEPARTMENT OF FISH AND WILDLIFE

County: Kittitas

Reference Nos.: DNR Easement No. 58-090537

Tax Parcel Numbers and Legal Description:

<u>Tax Parcel No.</u>		<u>Abbreviated Legal</u>
20-15-01000-0001	(129234)	Section 1-20-15
20-15-02000-0002	(149234)	Section 2-20-15
20-15-03000-0001	(159234)	Section 3-20-15
20-15-04000-0001	(336034)	Section 4-20-15
20-15-05000-0001	(346034)	Section 5-20-15
20-15-10000-0001	(649434)	Section 10-20-15
20-15-11000-0001	929434*	Section 11-20-15
20-15-12000-0001	(609434)	Section 12-20-15
20-15-13000-0004	(22019)	Section 13-20-15
20-15-14000-0001	(629434)	Section 14-20-15
20-16-01000-0001	(504835)	Section 1-20-16
20-16-02000-0001	(514835)	Section 2-20-16
20-16-03000-0001	(534835)	Section 3-20-16
20-16-04000-0001	(544835)	Section 4-20-16
20-16-05000-0009	(674835)	Section 5-20-16
20-16-06000-0002	(804835)	Section 6-20-16
20-16-06000-0003	(814835)	Section 6-20-16
20-16-07000-0001	(824835)	Section 7-20-16
20-16-08000-0001	(834835)	Section 8-20-16

Cover Sheet, cont.

21-16-05000-0001	(057535)	Section 5-21-16	
21-16-06000-0002	(077535)	Section 6-21-16	
21-16-07000-0001	(087535)	Section 7-21-16	
21-16-08000-0001	(097535)	Section 8-21-16	
21-16-09000-0001	(297535)	Section 9-21-16	
21-16-10000-0001	(137535)	Section 10-21-16	
21-16-10000-0002	(63535)	Section 10-21-16	
21-16-11000-0001	(917535)	Section 11-21-16	
21-16-14000-0002	(647535)	Section 14-21-16	
21-16-15000-0001	(927535)	Section 15-21-16	
21-16-17000-0001	(627535)	Section 17-21-16	
21-16-18000-0001	(117535)	Section 18-21-16	
21-16-19000-0001	(107535)	Section 19-21-16	
21-16-20000-0004	(937535)	Section 20-21-16	
21-16-21000-0001	(617535)	<del>Section 21-21-15</del> SHOULD BE SECTION 21-21-16	
21-16-22000-0001	(287535)	<del>Section 22-21-15</del> SHOULD BE SECTION 22-21-16	
21-16-23000-0001	(127535)	Section 23-21-16	
21-16-26000-0001	(317535)	<del>Section 26-21-15</del> SHOULD BE SECTION 26-21-16	
21-16-27000-0001	(157535)	Section 27-21-16	
21-16-28000-0001	(337635)	Section 28-21-16	
21-16-29000-0001	(347635)	Section 29-21-16	
21-16-30000-0001	(357635)	Section 30-21-16	
21-16-30040-0001	(367635)	Section 30-21-16	
21-16-31010-0001	(387635)	Section 31-21-16	
21-16-32000-0002	(827635)	Section 32-21-16	
21-16-32000-0003	(837635)	Section 32-21-16	
21-16-33000-0001	(857635)	Section 33-21-16	
21-16-34000-0001	(867635)	Section 34-21-16	
21-16-35000-0001	(877635)	Section 35-21-16	
21-16-27000-0002	(108935)	Section 27-22-16	
22-16-33000-0001	(308935)	Section 33-22-16	
22-16-35000-0002	(158935)	Section 35-22-16	
20-13-18000-0001	(571934)	Section 18-20-13	
20-13-20000-0002	(661934)	Section 20-20-13	
20-13-28000-0006	(755636)	Section 28-20-13	
20-13-30000-0001	(831934)	Section 30-20-13	
20-17-22000-0002	(425535)	Section 22-20-17	
20-17-22030-0016	(555535)	Section 22-20-17	
20-17-27020-0018	(885535)	Section 27-20-17	
20-17-23000-0001	(695535)	Section 23-20-17	
20-17-24000-0001	(705535)	Section 24-20-17	
20-17-26000-0001	{725535}	Section 26-20-17	
20-17-17000-0001	(735535)	Section 27-20-17	
20-17-34000-0001	(505635)	Section 34-20-17	
20-17-34000-0005	(545635)	Section 34-20-17	

22-16-27

AFTER RECORDING RETURN TO:  
Department of Natural Resources  
Conservation, Recreation and Transactions Division  
PO Box 47014  
Olympia, WA 98504-7014

**DEED OF HABITAT RESTORATION  
AND WORKING LANDS EASEMENT**  
(TEANAWAY)

Grantor: The State of Washington, acting by and through the Department of  
Natural Resources  
Grantee: The State of Washington, acting by and through the Department of  
Fish and Wildlife  
County: Kittitas County  
DNR Easement No. **58-090537**

**T** HIS “DEED OF HABITAT RESTORATION AND WORKING LANDS EASEMENT” is made this 30th day of September, 2013, by THE STATE OF WASHINGTON, acting by and through THE DEPARTMENT OF NATURAL RESOURCES (“Grantor” or “Party”), in favor of THE STATE OF WASHINGTON, acting by and through THE DEPARTMENT OF FISH AND WILDLIFE, the address of which is 600 Capitol Way North, Olympia, Washington 98501 (“Grantee” or “Party”; Grantor and Grantee, collectively “Parties”):

**RECITALS**

WHEREAS, Grantor is the owner in fee simple of that certain real property in Kittitas County, Washington, commonly known as the Teanaway Lands (“Teanaway Lands” or the “Property”), as more particularly described in the attached **Exhibit A** and as approximately located on the map attached as **Exhibit B**; and the Parties’ land management activities on the Property will be further defined and directed by a Teanaway Community Forest Management Plan after its adoption through a robust process of public engagement as described in RCW 79.155 and RCW 90.38 as amended by Laws of 2013, 2d Spec. Sess., ch. 11, § 12, and Laws of 2013, 2d Spec. Sess., ch. 19, § 3245, which, once adopted, will be attached as **Exhibit C** (“Teanaway Community Forest Management Plan” or “Management Plan”); and

WHEREAS, Grantor agrees to fully and equally share the land management responsibilities for the Teanaway Lands with Grantee; and the Parties agree to collaboratively and comprehensively

manage the Teanaway Lands upon the principle of joint decision-making; and the Parties agree that all land management activities for the Teanaway Lands will require the mutual assent and approval of both Parties; and

WHEREAS, the Parties agree to collaborate to develop and adopt a Teanaway Community Forest Management Plan, which will be created through the community engagement process described in RCW 79.155 and RCW 90.38 as amended in 2013; and, in the interim period between the acquisition of the Property and the completion of the Management Plan, the Parties agree to serve as active land managers on the basis that all land management activities will require the mutual assent and approval of both Parties and be in conformance with this Easement; and

WHEREAS, the Parties have established a common vision for managing the Teanaway Lands to meet with the following objectives:

- Protect and enhance the water supply and protect the watershed;
- Maintain working lands for forestry and domestic livestock grazing while protecting key watershed functions and aquatic habitat;
- Maintain and, where possible, expand recreational opportunities consistent with watershed protection for activities such as, but not limited to, hiking, fishing, hunting, horseback, riding, camping, birding, and snowmobiling;
- Conserve and restore vital habitat for fish (including steelhead, spring Chinook, and bull trout) and wildlife (including deer, elk, large predators, and spotted owls); and
- Support a strong community partnership in which the Yakama Nation, residents, business owners, local governments, conservation groups, and others would provide advice about ongoing land management; and

WHEREAS, the Parties agree the above vision is consistent with a goal of the Yakima Basin Integrated Water Resource Management Plan as defined in RCW 90.38.010 that is in effect on the date of this Easement (“YBIP”) to acquire and manage the Teanaway Lands as a priority and critical component of YBIP implementation aimed at furthering ecological restoration and protection of key landscapes affecting the Yakima River watershed; and

NOW, THEREFORE, pursuant to the laws of the State of Washington and the terms and conditions contained herein, Grantor hereby voluntarily grants and conveys to Grantee a habitat restoration and working lands easement over the Property consisting of certain rights in the Property, the nature and character of which are set forth in this Teanaway Lands Habitat Restoration and Working Lands Easement (“Easement”).

## SECTION 1

### Purpose

**Purpose.** This Easement will help to support a strong community partnership in which the Yakama Nation, residents, business owners, local governments, conservation groups, and others would provide advice about ongoing land management. This Easement embodies the agreement of the Parties, working together as collaborative land managers, to commit to joint decision making and to limit the uses of the Property to those that are consistent with the following objectives: (1) to protect and enhance the water supply and protect the watershed; (2) to maintain working lands for forestry and domestic livestock grazing while protecting key watershed functions and aquatic habitat; (3) to maintain and where possible expand recreational opportunities consistent with watershed protection for such activities as hiking, fishing, hunting, horseback riding, camping, birding, and snowmobiling; and (4) to conserve and restore vital habitat for fish (including steelhead, spring Chinook, and bull trout) and wildlife (including deer, elk, large predators, and spotted owls) (“Easement Purposes”).

## SECTION 2

### Easement Values

**Teanaway Land Values.** The Teanaway Lands were identified as part of the YBIP to protect them as part of a strategy to provide a major ecosystem, protect water quality and quantity and species benefits, maintain high water quality, maintain in-stream flow in an area that absent protection would be subject to impaired flow, maintain landscape-scale linkages, and to provide recreational opportunities for a variety of users, among other objectives. The Teanaway Lands possess multiple natural resource values across a large landscape that allows for a wide range of uses consistent with the goals of the YBIP, which are generally described herein, and which, upon adoption of the Management Plan, will be identified in more detail. The Management Plan shall be consistent with the Easement Purposes (herein referred to collectively as “Easement Values”) including, but not limited to:

**Yakima Basin Water Supply and Teanaway River Watershed.** The Teanaway Lands include the Teanaway River and its tributaries, and provide an opportunity to safeguard the Yakima Basin water supply by protecting water quality and quantity in the Teanaway River Watershed. The protection of the water quantity and quality of the Teanaway River Watershed is an Easement Value.

**Working Lands.** The Teanaway Lands contain natural resources supportive of working forests and domestic livestock grazing areas. Active forest management and domestic livestock grazing consistent with the other Easement Values are Easement Values.

**Habitat for Aquatic Species.** The Teanaway Lands contain over 85 miles of spawning and rearing habitat for anadromous and resident fish, including ESA-listed steelhead and bull trout. The conservation and restoration of habitat for ESA-listed and other resident aquatic species is an Easement Value, including, in particular, but not limited to, bull trout, steelhead, Chinook

salmon, Coho salmon, rainbow trout, cutthroat trout, and beaver. The propagation and acclimation of fish, which is already occurring in a scientifically sound and ecologically responsible manner, is also an Easement Value.

**Habitat for Terrestrial Species.** The Teanaway Lands contain a diversity of habitat types and support a variety of terrestrial species. The conservation and restoration of habitat for listed and other resident wildlife species is an Easement Value, including, but not limited to, northern spotted owl, large predators, wolverine, deer, elk, mountain goat, mule deer, and moose.

**Recreational Opportunities.** The Teanaway Lands contain lands that provide a variety of recreational opportunities, such activities including, but not limited to, hiking, fishing, hunting, horseback riding, camping, birding, and snowmobiling. Maintaining and, where consistent with watershed restoration, enhancing recreational opportunities in a manner consistent with the other Easement Values is an Easement Value.

**Forest Conservation.** The Teanaway Lands contain lands that are strategically located to provide connectivity between both low and high elevations, and between wet and dry forest types. Maintaining and restoring the diversity of the forest in the face of climate change and restoring naturally functioning floodplains via connections to related stream segments are Easement Values.

### **SECTION 3 Grant and Duration**

Grantor conveys to Grantee an easement over the Property for working lands and habitat restoration purposes as described in this Easement, with all land management rights and responsibilities shared equally between the Parties on the basis of joint decision-making, with specific allowed and restricted uses to be identified in a post-acquisition management plan conforming with the requirements of RCW 79.155 and RCW 90.38 as amended in 2013. This Easement shall remain in place unless and until the Property is no longer held in community forest trust status due to the failure to meet the water supply facility permit and funding milestones set forth in RCW 90.38 as of the date of this Easement. Upon transfer of the Property out of community forest trust status under the provisions set forth in RCW 90.38, this Easement shall terminate and be of no further force or effect.

### **SECTION 4 Management Plan**

**Teanaway Community Forest Management Plan.** The Parties agree that the Property will be managed in accordance with the post-acquisition Management Plan prepared pursuant to the requirements of RCW 79.155 and RCW 90.38 as amended in 2013 for the Teanaway Property held in community forest trust status that is consistent with the Easement Purposes and Easement Values. The Parties agree that only those land uses on the Property that are an aspect of or do not interfere with the Easement Purposes and Easement Values will be allowed. In the event of

inconsistency between this Easement and any of the requirements of the Management Plan, the terms of this Easement shall control. Upon adoption by the Parties of the Management Plan, this Easement shall automatically be amended to incorporate it and it shall be attached hereto and incorporated herein as **Exhibit C** and will be available for public inspection at the offices of Grantor. With respect to any activity that either Party interprets to negatively affect the purpose of this easement, such activity must be jointly approved by Grantor and Grantee; provided, however, that nothing in this Easement is intended to limit Grantor's ability to conduct activities on the Property required by law or to resolve trespasses and title defects.

## **SECTION 5** **Rights & Uses**

**Allowed Uses.** The Parties may use the Property for any purpose consistent with the Easement Purpose and Easement Values. Specific allowed uses will be described in the Management Plan. Without limiting the generality of the foregoing, the following uses shall be allowed subject to restrictions agreed upon by the Parties, and the Parties shall share equally in the rights required to undertake these activities:

**Stewardship and Restoration:** The Parties shall implement restoration projects on the Property as appropriate to fulfill the water supply, water quality, and habitat restoration goals of the YBIP. Habitat projects affecting endangered or threatened species under the Endangered Species Act shall be a top priority. The Parties acknowledge that road management and abandonment projects may also occur on the Property that may also support stewardship and restoration. In the event any habitat project involves removing timber or other valuable materials, the Parties shall arrange for the harvest of timber and removal of valuable materials and collect the receipts from the sale of merchantable trees cut and removed and from valuable materials removed for deposit into the account used for the Teanaway Community Forest established by Board of Natural Resources Resolution No. 1410.

**Performance Standards.** Concurrent with developing the Management Plan, the parties shall develop a baseline document that identifies geographic areas within the Property that are deemed important habitat areas where restoration is appropriate. The baseline shall identify the characteristics of the habitat area, both in narrative form and with objective documentation, at the time the baseline is finalized. The parties will jointly identify appropriate restoration projects and shall jointly develop performance standards to determine the effectiveness of habitat projects undertaken on the Property within 12 months of the date of adopting the Teanaway Community Forest Management Plan. The performance standards shall be developed to determine the effectiveness of the habitat projects in meeting the objectives of the YBIP and may be adjusted over time as deemed appropriate by the Parties. The Parties shall reevaluate the performance standards at least every five years.

**Forest Management Activities:** Timber management, silviculture, removal of minor forest products for sale (including, but not limited to, boughs, floral greens, bark, Christmas trees, pine needles, firewood, mushrooms) and timber harvesting is permitted on the Property for commercial purposes subject to any relevant provisions of the Management Plan once adopted, and applicable federal, state, and local laws and regulations. The Parties may construct, repair, and maintain forest management access and logging roads, fences, gates, barriers, and structures and improvements for forest management purposes, including but not limited to, bridges, culverts, landings, fire ponds, heliports, and skid trails so long as those activities are consistent with the Management Plan.

**Recreation:** Recreational activities of many varieties by the public have a long history on the Teanaway Lands. Such uses may be continued to the extent that they can be conducted while protecting the key watershed functions and aquatic habitat of the Teanaway Lands, are supported by legal public access rights, and are consistent with YBIP and the Management Plan.

**Domestic Livestock:** Domestic livestock grazing has occurred historically on the Teanaway Lands, and such uses may be continued to the extent that they can be conducted while protecting the key watershed functions and aquatic habitat of the Teanaway Lands and are consistent with YBIP and the Management Plan.

**Entry, Inspection, and Research.** The Parties shall share full and equal rights to enter, inspect, and conduct research on the Property utilizing the most appropriate methods of transportation, subject to further restrictions resulting from joint decision-making and the Management Plan.

**Prohibited Uses.** The Parties shall not use the Property for any purpose inconsistent with the Easement Purposes and Easement Values. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

**Subdivision:** All legal or *de facto* division, subdivision, or any other partitioning of the Property is prohibited.

**Residential Use:** Residential use is prohibited.

**Conditional Uses:** Subject to applicable law, uses specifically authorized in the Management Plan jointly developed by Grantor and Grantee, adopted by Grantor in accord with RCW 79.155 and RCW 90.38 as amended in 2013, and approved by Grantee, shall be allowed as conditioned by the Management Plan.

**Use of Appurtenant Easements.** Grantee shall comply with all terms governing use of easements and rights of way appurtenant to the Property.



**Reserved Rights:** Grantor reserves to itself, heirs, and assigns all rights, title, and interest in the Property and consistent with the Easement Purpose and Easement Values, including but not limited to, the right to enter the Property to protect public health, improvements to the property, natural resources, or human safety, or to engage in any activity required by and subject to compulsion of any governmental agency with authority to require such activity; the right to take any necessary action to resolve title disputes, liens, and trespasses; the right to take all action necessary to protect the Easement Purpose and Values.

**Improvements:** Unless the Parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Property shall become property of Grantor unless the parties agree otherwise.

**Maintenance and Repairs:** The Parties acknowledge that certain improvements and roads on the Property may require maintenance and repair and agree to work cooperatively to address maintenance issues. It is expressly acknowledged that Grantor may take actions to comply with road maintenance and abandonment obligations on the Property.

## **SECTION 6 Dispute Resolution & Enforcement**

**Dispute Resolution.** In the event that any dispute between the Parties arises under this Easement, including an alleged breach of this Easement, the Parties shall attempt to resolve the dispute according to the following procedures prior to seeking redress in a court of law:

1. Either Party may initiate dispute resolution by notifying the other Party in writing as soon as practicable after a disagreement or dispute arises.
2. As soon as practicable but no later than thirty (30) days from the notice, the Parties shall meet and confer to attempt to resolve the dispute. The Parties shall make their best efforts to resolve disputes as expeditiously as possible through negotiations at the lowest possible decision-making level, and in the event such negotiations are unsuccessful within sixty (60) days of the notice, the matter shall be referred to the Commissioner of Public Lands and the Director of the Department of Fish and Wildlife.
3. Should the Commissioner of Public Lands and the Director of the Department of Fish and Wildlife fail to reach a consensus decision within sixty (60) days of referral, the Parties agree to participate in mediation with an agreed upon mediator jointly selected by the Parties within thirty (30) days from the date it is determined consensus cannot be achieved. The Parties agree the mediation will be completed within one hundred twenty (120) days of the date the mediator is selected. The cost of the mediation shall be shared equally between the Parties.

**Enforcement:** The Parties shall each have the right to prevent and correct violations of the terms of this Easement as follows:

1. **Notice of Failure.** If either Party determines the other is in violation of the terms of this Easement or that a violation is threatened, the complaining Party shall give written notice to the other Party of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement or the Easement Values, to restore the portion of the Property to its prior condition in accordance with a plan approved by the Complaining Party.
2. **Failure to Respond.** Either Party may bring an action against the other without complying with the Dispute Resolution provisions of this Easement if the other Party has failed, within thirty (30) days after receipt of notice from the complaining Party, to: (a) respond to the Notice of Failure with a reasonable plan to cure the violation; (b) provide a response to the complaining Party that satisfies the complaining Party that a violation has not occurred; or (c) continue diligently to cure such violation until finally cured in accordance with a plan approved by the complaining Party.
3. **Immediate Enforcement.** If either Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Teanaway Land Easement Values as a result of activities that are inconsistent with the Management Plan, that Party may pursue such corrective action without proceeding through the Dispute Resolution Process or following the thirty (30) day cure period above and file a lawsuit for injunctive relief in order to avoid imminent and irreparable damage to the Property that the complaining Party reasonably determines cannot be addressed adequately by the other Party. In the event of such an emergency, the complaining Party shall give the other Party at least verbal notice of the emergency followed by written notice setting forth the nature of the emergency and reasons that immediate action is required. Such written notice will be sent with 24 hours of the verbal notice.

## **SECTION 7**

### **Notice**

**Notice.** The Parties shall provide to each other all notices, requests, and approvals under this Easement in writing and by registered or certified mail to the address specified below or to such other address as the respective Party may designate by written notice. Nothing in this subsection shall prohibit or limit in any manner the ability of Grantee to obtain writs or injunctive relief relating to a violation of this Easement.

**To DNR:**

Washington Department of Natural Resources  
Conservation, Recreation & Transactions Division  
PO Box 47014  
Olympia, WA 98504-7014

**To WDFW:**

Washington Department of Fish and Wildlife  
Real Estate Services  
600 Capitol Way North  
Olympia, WA 98501-1091

**SECTION 8  
General Terms**

- A. Governing Law.** This Easement shall be interpreted and performed in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Easement, jurisdiction and venue are proper only in the State of Washington, Thurston County Superior Court.
- B. Amendment and Assignment.** No amendment to or modification of this Easement is valid unless it is mutually agreed by both Grantor and Grantee, in writing, consistent with the original Purposes of this Easement and the Easement Values, and recorded in the official records of Kittitas County. Neither Party may assign or apportion its interest in this Easement without the prior written consent of the other Party, except as otherwise authorized in this Easement.
- C. Liability and Indemnification**
1. Grantor shall release, hold harmless, indemnify, and defend Grantee (including Grantee's officers, employees, and agents, and their successors) from and against all liabilities, penalties, costs (including, without limitation, reasonable attorney's and consultant's fees), losses, damages, expenses, causes of action, claims, demands, judgments, or administrative actions arising from or in any way connected with Grantor's use of the Property. This indemnity shall not extend to (1) Grantee's sole or concurrent negligence, (2) Grantee's violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement; or (3) Grantee's release in, on, from, or about the Property, at any time, of any hazardous substances. Grantor waives its immunity under RCW Title 51 to the extent required to indemnify Grantee.

2. To the extent permitted by law, Grantee shall release, hold harmless, indemnify and defend Grantor (including Grantor's officers, employees, and agents, and their successors and assigns) from and against all liabilities, penalties, costs (including, without limitation, reasonable attorney's and consultant's fees), losses, damages, expenses, causes of action, claims, demands, judgments, or administrative actions arising from or in any way connected with Grantee's use of the Property. This indemnity shall not extend to (1) Grantor's sole or concurrent negligence; (2) Grantor's violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement; or (3) Grantor's release in, on, from, or about the Property, at any time, of any hazardous substances. Grantee waives its immunity under RCW Title 51 to the extent required to indemnify Grantor.
- D. No Waiver.** Enforcement of the terms of this Easement shall be at the discretion of each of Grantor and Grantee. Any forbearance by Grantor or Grantee to exercise its rights under this Easement in the event of breach of any term by Grantor or Grantee shall not be deemed a waiver by Grantor or Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the rights of Grantor or Grantee under this Easement. No delay or omission by Grantor or Grantee in exercising its rights shall impair such right or remedy or be construed as a waiver.
- E. No Third-Party Beneficiaries.** This Easement is not intended to benefit any third party nor create any right in any third party. Nothing in this Easement is intended to diminish or expand any existing rights held by third parties in the Property.
- F. Construction.** Any general rule of construction to the contrary notwithstanding, this Easement and each of its provisions shall be liberally construed in favor of the grant to affect the Purposes of this Easement and the Easement Values.
- G. Partial Invalidity.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the application of such provision to other persons and circumstances and the remainder of the provisions of this Easement shall not be affected thereby.
- H. Titles.** Section and subsection titles are for convenience only and shall not be deemed to have legal effect.
- I. Compliance with Law.** All uses and activities permitted by this Easement shall not exceed or violate applicable local, state, and federal laws.
- J. Entire Agreement.** This instrument sets forth the entire agreement of Grantor and Grantee with respect to this Easement. It supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Easement.

**K. Recording.** Grantor shall record this Easement in the official records of Kittitas County, Washington.

**L. Effective Date.** This Easement shall become effective when signed by both Grantor and Grantee.

**M. Exhibits.** The following exhibits are incorporated herein by reference:

Exhibit A: Property Legal Description

Exhibit B: Property Map

Exhibit C: Management Plan (to be attached when completed)

Grantee hereby accepts this Deed of Habitat Restoration and Working Lands Easement.

IN WITNESS WHEREOF, Grantor and Grantee have mutually agreed upon the terms and conditions of this Easement and have caused it to be executed as below subscribed.

**GRANTOR:**

DEPARTMENT OF NATURAL RESOURCES

By: 

Name: PETER GOLDMARK


Title: (will use seal)

Accepted:

Date: Sept 30, 2013

**GRANTEE:**

DEPARTMENT OF FISH AND WILDLIFE

By: 

Name: PHIL ANDERSON

Title: Director of the Washington Department of Fish And Wildlife

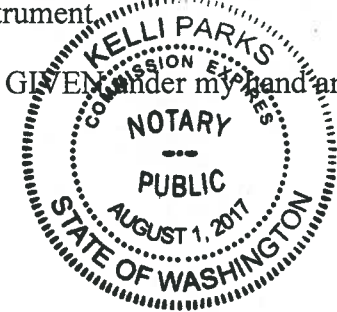
Date: Sept. 30, 2013

Approved as to form this 30<sup>th</sup> day  
of September, 2013.

  
Sr Assistant Attorney General

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

I certify that I know or have satisfactory evidence that **Peter Goldmark** 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 acknowledged it as the Commissioner of Public Lands and administrator of the Washington Department of Natural Resources to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument



GIVEN under my hand and official seal this 30<sup>th</sup> day of September, 2013  
Kelli Parks  
Notary Public in and for the State of Washington,  
residing at Lacey, WA  
My appointment expires 8-1-2017

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

I certify that I know or have satisfactory evidence that **Phil Anderson** 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 acknowledged it as the Director of the Washington Department of Fish and Wildlife to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 30<sup>th</sup> day of September, 2013.  
Kelli Parks  
Notary Public in and for the State of Washington,  
residing at Lacey, WA  
My appointment expires 8-1-2017



## EXHIBIT A

### LEGAL DESCRIPTION

#### **MAIN BLOCK**

##### **20-15-01000-0001 (129234)**

All of Fractional Section 1, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington; EXCEPT the right of way of County Road known as the West Fork Teanaway Road; and EXCEPT the right of way of County Road known as Illahee Road as conveyed to Kittitas County by Quit Claim Deed recorded April 7, 1997 under Auditor's File No. 199704070025.

##### **20-15-02000-0002 (149234)**

Government Lots 3, 4 and 5; the Southeast Quarter of the Northwest Quarter and the Southeast Quarter of Section 2, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

##### **20-15-03000-0001 (159234)**

All of Fractional Section 3, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

##### **20-15-04000-0001 (336034)**

All of Fractional Section 4, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

##### **20-15-05000-0001 (346034)**

Government Lots 1, 2, 3 and 4; the Southeast Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

##### **20-15-10000-0001 (649434)**

All of Section 10, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

##### **20-15-11000-0001 (929434)**

All of Section 11, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

##### **20-15-12000-0001 (609434)**

All of Section 12, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

##### **20-15-13000-0004 (22019)**

Parcel D of that certain Survey as recorded October 27, 2005, in Book 31 of Surveys, page 223, under Auditor's File No. 200510270005, records of Kittitas County, Washington; being the Northwest Quarter and the Northeast Quarter of Section 13, Township 20 North, Range 15 East, W.M., in the County of Kittitas, State of Washington.

##### **20-15-14000-0001 (629434)**

The North Half of Section 14, Township 20 North, Range 15 East, W.M., Kittitas County, State of Washington.

##### **20-16-01000-0001 (504835)**

All of fractional Section 1, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington.

**MAIN BLOCK (CONTINUED)**

**20-16-02000-0001 (514835)**

All of fractional Section 2, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT the Southeast Quarter thereof.

**20-16-03000-0001 (534835)**

All of fractional Section 3, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington.

**20-16-04000-0001 (544835)**

All of fractional Section 4, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT the South Half of the Southwest Quarter thereof.

**20-16-05000-0009 (674835)**

Government Lots 1, 2, 3, and 4; the Southeast Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of Section 5, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington;  
EXCEPT: that portion, thereof, lying South of Line D and South, West, Southwesterly of Line E as delineated on the face of survey filed in Book 18 of Surveys, Page 168, records of Kittitas County, State of Washington; AND EXCEPT the right of way of County Road known as the Teanaway Road as conveyed to Kittitas County by Quit Claim Deed recorded April 6, 1933, under Auditor's File No. 111951; AND EXCEPT a strip of land 100 feet in width as conveyed to The Teanaway Logging Railway Company by Quit Claim Deed recorded February 28, 1916, under Auditor's File No. 42543.

AND the South Half of the Southwest Quarter of Section 5, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT that portion thereof lying North of the Teanaway River as it existed on May 15, 1979.

AND all that part of Section 5, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington, as follows: Beginning at a point 100 feet South of the Quarter section corner on the West side of said Section 5, thence running South 1220 feet, thence East 660 feet, thence North 1220 feet, thence West 660 feet to point of beginning; EXCEPT that portion of the West Half of the Northwest Quarter of the Southwest Quarter of said Section 5, described as follows: Beginning at a point on the East boundary of said West Half of the Northwest Quarter of the Southwest Quarter, which is 100 feet South of the Northeast corner thereof, and running thence South on the East line, 516.0 feet; thence North 18°32' West, 544.2 feet to a point 100 feet South of the North boundary. Thence running East parallel with the North boundary 172.5 feet to the point of beginning.

AND that portion of the Northwest Quarter of the Southwest Quarter of Section 5, Township 20 North, Range 16 East, W.M., in the County of Kittitas, State of Washington, lying Southerly of the Teanaway River as it existed June 6, 1979; EXCEPT the West 660 feet thereof.

AND that portion of the Southwest Quarter of the Southeast Quarter of Section 5, Township 20 North, Range 16 East, W.M., in the County of Kittitas, State of Washington, lying Southerly of the Teanaway River as said river existed June 6, 1979.

AND that portion of the Southwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 16 East, W.M., lying Northerly of the right of way of the County Road known as the Teanaway Road, and also lying Westerly Line D as delineated on the face of survey filed in Book 18 of Surveys, Page 168, records of Kittitas County, State of Washington.



**MAIN BLOCK (CONTINUED)**

**20-16-06000-0002 (804835) – All Fractional – 74.57 acres**

**20-16-06000-0003 (814835) – All Fractional – 510.00 acres**

All of fractional Section 6, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT Those portions thereof conveyed to Kittitas County for road purposes by deed recorded February 21, 1913, under Auditor's File No. 34284; and by Quit Claim Deed recorded September 16, 1925, under Auditor's File No. 79009; and by Quit Claim Deed recorded May 9, 1933, under Auditor's File No. 112361 and by Quit Claim Deed recorded March 4, 1940, under Auditor's File No. 152127; AND EXCEPT those certain tracts of land conveyed to the Teanaway Logging Railway Company, a Washington corporation by Quit Claim Deed recorded February 28, 1916, under Auditor's File No. 42543.

**20-16-07000-0001 (824835)**

All of fractional Section 7, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington.

**20-16-08000-0001 (834835)**

All of Section 8, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT any portion of Lot A as shown on that certain survey recorded May 31, 1991, in Book 17 of Surveys, Page 190, office of the Kittitas County Auditor, which lies North of the thread of the Teanaway River and is a portion of Northwest Quarter of the Northeast Quarter of said Section 8.

**20-16-09010-0007 (164835)**

The Southwest Quarter of the Northeast Quarter; the South Half of the Northwest Quarter and the South Half of Section 9, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT that portion of the Southwest Quarter of the Northeast Quarter of said Section 9, lying North and East of the Teanaway River as said river existed on May 15, 1979; and AND EXCEPT that certain tract of land conveyed to the Teanaway Logging Railway Company, a Washington corporation by Quit Claim Deed recorded February 28, 1916, under Auditor's File No. 42543.

**20-16-10000-0004 (214835)**

The Southwest Quarter of the Southwest Quarter of Section 10, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington.

**20-16-11000-0001 (054835)**

All of fractional Section 11, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT the Southwest Quarter of the Southwest Quarter thereof; AND EXCEPT Parcel A of that certain survey as recorded January 11, 1985, in Book 13 of Surveys, at pages 67 and 68, under Auditor's File No. 485191, records of Kittitas County, Washington, being a portion of said Section 11.

**20-16-12000-0001 (094835)**

All of fractional Section 12, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington.

**20-16-13000-0015 (624835) – NE4 & N1/2 SE4 – 240.00 acres**

**20-16-13000-0018 (104835) – PTN SWLY OF RIVER – 5.70 acres**

The Northeast Quarter; the North Half of the Southeast Quarter and that portion of the Southwest Quarter of Section 13, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington, lying Southwesterly of the Teanaway River.

**MAIN BLOCK (CONTINUED)**

**20-16-14000-0010 (344935) – SW4 – 160 acres**

**20-16-14000-0012 (364935) –SE4 of SE4 (S of Teanaway River) – 36.73 acres**

**20-16-14000-0018 (705836) – Ptn NW4 S & W of Teanaway River – 33.00 acres**

**20-16-14000-0019 (715836) – Ptn W1/2 of SE4**

The Southwest Quarter; that portion of the Northwest Quarter; that portion of the West Half of the Southeast Quarter and that portion of the Southeast Quarter of the Southeast Quarter of Section 14, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington, lying Southwesterly of the Teanaway River.

**20-16-15000-0001 (424935)**

All of Section 15, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington.

**20-16-17000-0001 (444935)**

All of Section 17, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT that portion lying with the boundaries of Parcel A of that certain Survey recorded December 10, 2004, in Book 30 of Surveys, pages 195 and 196, under Auditor's File No. 200412100068, records of Kittitas County, Washington, being a portion of said Section 17.

**20-16-18000-0001 (454935)**

All of fractional Section 18, Township 20 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT that portion, thereof, conveyed to Kittitas County for road purposes by Deed recorded February 17, 1906 and filed in Volume 10 of Deeds, Page 23, records of Kittitas County, State of Washington; and AND EXCEPT that portion lying with the boundaries of Parcel A of that certain Survey recorded December 10, 2004, in Book 30 of Surveys, pages 195 and 196, under Auditor's File No. 200412100068, records of Kittitas County, Washington, being a portion of said Section 18.

**20-17-07000-0001 (725335)**

All of fractional Section 7, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington.

**20-17-08000-0002 (745335)**

The Northwest Quarter; the Southwest Quarter; the West Half of the Northeast Quarter and the West Half of the Southeast Quarter of Section 8, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington.

**20-17-17000-0001 (855435) – ALL NE4; N1/2 NW4 – 240.00 acres**

**20-17-17000-0009 (185435) – S1/2 NW4 – 80.00 acres**

The North Half of Section 17, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington.

**20-17-18000-0001 (215435) – N1/2 NE4; N1/2 NW4 Lot 1 – 162.20 acres**

**20-17-18000-0003 (225435) – S1/2 of NE4 – 80.00 acres**

**20-17-18000-0004 (235435) – N1/2 N1/2 NE4 SE4 – 10.00 acres**

Government Lot 1, the Northeast Quarter of the Northwest Quarter, the Northeast Quarter and the North Half of the North Half of the Northeast Quarter of the Southeast Quarter of Section 18, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington.

**21-15-11000-0001 (917235)**

All of Section 11, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**MAIN BLOCK (CONTINUED)**

**21-15-12000-0001 (597235)**

All of Section 12, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-13000-0001 (327235)**

All of Section 13, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-14000-0001 (647235)**

All of Section 14, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-15000-0001 (927235)**

All of Section 15, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-19000-0001 (117235)**

All of fractional Section 19, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-20000-0002 (107235)**

The East Half of the Northeast Quarter; the Northwest Quarter; the Southwest Quarter and the Southeast Quarter of Section 20, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-21000-0001 (267235)**

All of Section 21, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-23000-0001 (617235)**

All of Section 23, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-24000-0001 (287235)**

All of Section 24, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-25000-0001 (127235)**

All of Section 25, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington; EXCEPT that portion of the Southwest Quarter, thereof, lying South and West to the County Road; and AND EXCEPT that right of way of the County Road known as the Middle Fork Teanaway Road as disclosed by Quit Claim Deed recorded in Volume 92 of Deeds, page 416, records of Kittitas County, Washington and delineated on the face of Survey filed in Book 6 of Surveys, page 44, records of Kittitas County, Washington.

AND that portion of the Southwest Quarter of Section 25, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington, lying Southwesterly of Middle Fork Teanaway River.

**21-15-26030-0001 (417335) Ptn E1/2 W1/2 & Ptn SE4 SWly Teanaway River – 149.36 acres**

**21-15-26030-0003 (825036) – W1/2 W1/2 S of Teanaway River – 66.38 acres**

That portion of Section 26, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington; lying Southwesterly of Middle Fork Teanaway River.

**21-15-27000-0001 (377535)**

All of Section 27, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**MAIN BLOCK (CONTINUED)**

**21-15-28000-0001 (387535) – NW4 NE4 – 40.00 acres**

**21-15-28000-0003 (679236) – NE4 NW4 – 40.00 acres**

**21-15-28000-0004 (689236) – SE4 NW4 – 40.00 acres**

**21-15-28000-0005 (699236) – SW4 NE4 – 40.00 acres**

The West Half of the Northeast Quarter and the East Half of the Northwest Quarter of Section 28, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-29000-0001 (407535)**

All of Section 29, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-30000-0001 (417535)**

All of fractional Section 30, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-31000-0001 (427535)**

All of fractional Section 31, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-32000-0003 (437535)**

The West Half and the Southeast Quarter of Section 32, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-33000-0001 (557535)**

All of Section 33, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington.

**21-15-34000-0001 (567535) – N1/2 - 320.00 acres**

**21-15-34000-0004 (657535) – Ptn SE4 SE4 Tax 1 - .60A**

The North Half of Section 34, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington; AND a five-eighths of one acre of ground located near the center of the East side boundary line of the Southeast Quarter of Section 34, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington, as described by document recorded in Book 23 at Page 435 under AF No. 31427, Kittitas County Records.

**21-15-35000-0003 (687535)**

Section 35, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington; EXCEPT a strip of land for roadway, 60 feet in width, as conveyed to Kittitas County by Quit Claim Deed recorded May 5, 1912, under Auditor's File No. 31849.

**21-15-36000-0008 (717535)**

The Northeast Quarter; the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 36, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington; EXCEPT Parcel "A" of that certain survey as recorded June 20, 1984, in Book 13 of Surveys at page 2, under Auditor's File No. 479961, records of Kittitas County, Washington; being a portion of Section 36, Township 21 North, Range 15 East, Willamette Meridian, Kittitas County, Washington; AND EXCEPT Parcel "B" of that certain survey as recorded November 15, 1984, in Book 13 of Surveys, page 56, under Auditor's File No. 484095, records of Kittitas County, Washington; being a portion of Section 36, Township 21 North, Range 15 East, Willamette Meridian, Kittitas County, Washington; AND EXCEPT a strip of land 60 feet wide conveyed to Kittitas County for road purposes by Quit Claim Deed recorded March 6, 1912, under Auditor's File No. 31849; ANDEXCEPT a strip of land 60 feet wide conveyed to Kittitas County, by Quit Claim Deed recorded March 4, 1940, under Auditor's File No. 152126.

**MAIN BLOCK (CONTINUED)**

**21-15-36020-0008 (757535)**

That portion of the Northwest Quarter of Section 36, Township 21 North, Range 15 East, W.M., Kittitas County, State of Washington; lying Southwesterly of the Middle Fork Teanaway River.

**21-16-02000-0001 (257535)**

All of fractional Section 2, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-03000-0001 (027535)**

All of fractional Section 3, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-04000-0002 (037535) – S2 NE4; N2 NW4; E2 W2; N2 SE4; EX SE4 SW4 – 360.52 acres**

**21-16-04000-0003 (047535) – SW4 NW4; NW4 SW4; S2 SW4; SW4 SE4 – 200.00 acres**

All of fractional Section 4, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT Government Lots 1 and 2.

**21-16-05000-0001 (057535)**

All of fractional Section 5, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-06000-0002 (077535)**

All of fractional Section 6, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT Government Lots 1 and 2 thereof.

**21-16-07000-0001 (087535)**

All of fractional Section 7, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-08000-0001 (097535)**

All of Section 8, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-09000-0001 (297535)**

All of Section 9, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-10000-0001 (137535) – All Fractional EX SE4 NE4 – 600.00 acres**

**21-16-10000-0002 (637535) – SE4 NE4 – 40.00 acres**

All of Section 10, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-11000-0001 (917535)**

All of Section 11, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-14000-0001 (647535)**

All of Section 14, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-15000-0001 (927535)**

All of Section 15, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-17000-0001 (627535)**

All of Section 17, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**MAIN BLOCK (CONTINUED)**

**21-16-18000-0001 (117535)**

Government Lot 1; the East Half of the Northwest Quarter; the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of Section 18, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-19000-0001 (107535)**

All of fractional Section 19, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-20000-0004 (937535)**

The Northeast Quarter; the North Half of the Northwest Quarter and the Southeast Quarter of Section 20, Township 21 North, Range 16 East, W.M, Kittitas County, State of Washington.

**21-16-21000-0001 (617535)**

All of Section 21, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-22000-0001 (287535)**

All of Section 22, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-23000-0001 (127535)**

All of Section 23, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-26000-0001 (317535)**

All of Section 26, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-27000-0001 (157535)**

All of Section 27, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-28000-0001 (337635)**

All of Section 28, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-29000-0001 (347635)**

All of Section 29, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT a strip of land 60 feet in width as conveyed to Kittitas County by Warranty Deed recorded August 29, 1941, under Auditor's File No. 163672.

**21-16-30000-0001 (357635) – NW4; SW4 SW4 – 183.37 acres**

**21-16-30040-0001 (367635) – NE4; N2 SW4; SE4 SW4; SE4 less Tx 1 – 431.82 acres**

Section 30, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington; EXCEPT a strip of land 60 feet in width as conveyed to Kittitas County by Warranty Deed recorded August 29, 1941, under Auditor's File No. 163672; AND EXCEPT that portion of the Southwest Quarter of the Southeast Quarter of said Section 30, described as follows: Beginning at the South Quarter corner of said section and running thence North 21°12' East, 345.4 feet along the West boundary line of the right of way of county road; thence South 50°44' East, 199.9 feet; thence South 12°54' West, 200.7 feet; thence West 236 feet to the point of beginning.

**21-16-31010-0001 (387635)**

Government Lots 1, 2, 3, and 4; the East Half of the Northeast Quarter and the East Half of the Southeast Quarter of Section 31, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**MAIN BLOCK (CONTINUED)**

**21-16-32000-0002 (827635) – W2 SW4 – 80.00 acres**

**21-16-32000-0003 (837635) – NE4; E1 SW4; SE4 – 400.00 acres**

The Northeast Quarter; the Southwest Quarter and the Southeast Quarter of Section 32, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-33000-0001 (857635)**

All of Section 33, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-34000-0001 (867635)**

All of Section 34, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**21-16-35000-0001 (877635)**

All of Section 35, Township 21 North, Range 16 East, W.M., Kittitas County, State of Washington.

**22-16-27000-0002 (108935)**

The South Half of Section 27, Township 22 North, Range 16 East, W.M., Kittitas County, State of Washington.

**22-16-33000-0001 (308935)**

All of Section 33, Township 22 North, Range 16 East, W.M., Kittitas County, State of Washington.

**22-16-35000-0002 (158935)**

The South Half of Section 35, Township 22 North, Range 16 East, W.M., Kittitas County, State of Washington.

**CABIN BLOCK**

**20-13-18000-0001 (571934)**

All of Fractional Section 18, Township 20 North, Range 13 East, W.M., Kittitas County, State of Washington.

**20-13-20000-0002 (661934)**

The East Half of the Northeast Quarter and the South Half of Section 20, Township 20 North, Range 13 East W.M., Kittitas County, State of Washington.

**20-13-28000-0006 (755636)**

The Northwest Quarter and the North Half of the Southwest Quarter of Section 28, Township 20 North, Range 13 East, W.M., Kittitas County, State of Washington.

**20-13-30000-0001 (831934)**

The Northeast Quarter and the Southeast Quarter of Section 30, Township 20 North, Range 13, East, W.M., Kittitas County, State of Washington.

**FIRST CREEK BLOCK**

**20-17-22000-0002 (425535) – NE4; SE4; 319.32 acres**

**20-17-22030-0016 (555535) – Ptn S2 SW4 – 1.80 acres**

The East Half of Section 22, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington;

EXCEPT that portion thereof conveyed to Kittitas County for public road by Quit Claim Deed recorded November 20, 1916, under Auditor's File No. 44496; and

AND EXCEPT those portions thereof conveyed to the State of Washington for Primary State Highway No. 2 (SR 97) by Deeds recorded January 13, 1938 and February 6, 1962, under Auditor's File Nos. 138291 and 294569, respectively.

**20-17-27020-0018 (885535)**

A portion of the South Half of the Southwest Quarter of Section 22 and a portion of the North Half of the Northwest Quarter of Section 27, Township 20 North, Range 17 East, W.M., Kittitas County, Washington, which is described as follows:

Beginning at the Southeast corner of said South Half of the Southwest Quarter of said Section 22 at which point is the true point of beginning; thence North 0°09'03" West, 563.00 feet; thence South 35°04'43" West, 173.36 feet; thence South 21°04'45" West, 276.36 feet; thence South 5°12'45" West, 182.26 feet; thence South 17°43'45" West, 83.00 feet; thence North 86°37'15" East, 242.64 feet; thence North 0°05'05" East, 83.00 feet to the true point of beginning.

**20-17-23000-0001 (695535)**

All of Section 23, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington.

**20-17-24000-0001 (705535)**

All of Section 24, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington.

**FIRST CREEK BLOCK (CONTINUED)**

**20-17-26000-0001 (725535)**

All of Section 26, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington.

**20-17-27000-0001 (735535)**

The East Half of Section 27, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington.

**20-17-34000-0001 (505635) – NE4; N2 SE4 – 120.00 acres**

**20-17-34000-0005 (545635) – Ptn NE4 & N2 SE4 – 120.00 acres**

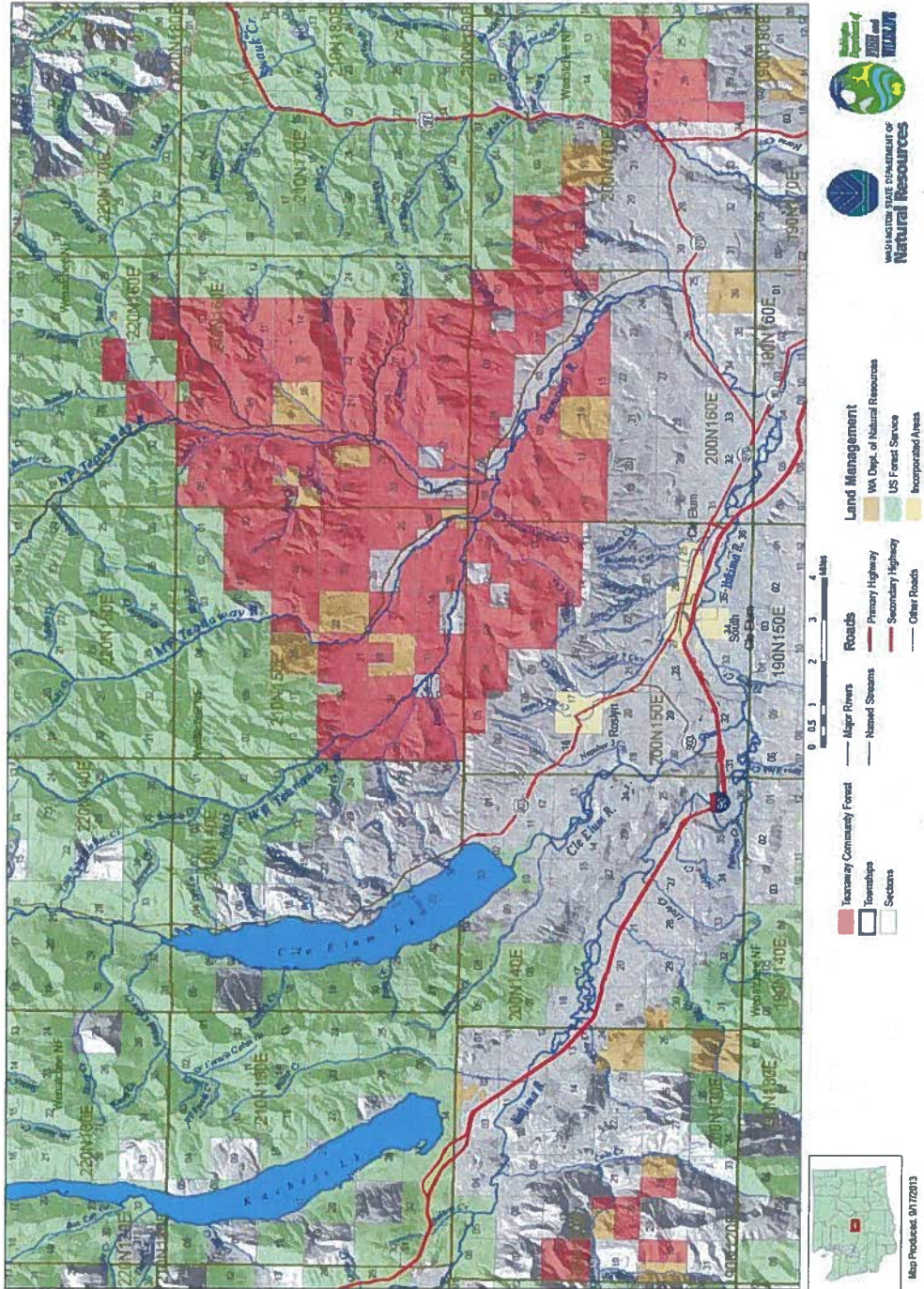
The Northeast Quarter and the North Half of the Southeast Quarter of Section 34, Township 20 North, Range 17 East, W.M., Kittitas County, State of Washington.

All in Kittitas County, Washington.



# EXHIBIT B

## EASEMENT PROPERTY MAP



**EXHIBIT C**

**TEANAWAY COMMUNITY FOREST MANAGEMENT PLAN**

**(TO BE ATTACHED PRIOR TO JUNE 30, 2015)**