



**CHELAN COUNTY**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**REVISED STAFF REPORT**  
**HAY CANYON RANCH LLC**

**TO:** Planning Commission  
**FROM:** Chelan County Community Development  
**HEARING DATE:** October 23, 2024 with the Planning Commission  
**FILE NUMBER:** Public Benefit Rating System, PBRs 2024-338  
**PROPOSAL:** An application requesting approval of an 'open space' classification for 2,182.97 acres of land to the Public Benefit Rating System. The application was submitted on August 22, 2024.

**GENERAL INFORMATION:**

<b>Property location:</b>	2,000+ acres between Nahahum Canyon and Hay Canyon
<b>Applicant:</b>	Hay Canyon Ranch LLC Jabe & Julie Blumenthal
<b>Assessor Parcel Number:</b>	24-19-10-300-000 <b>20 acres, RR20</b> 24-19-15-300-000 <b>80 acres, RR20</b> 24-19-22-200-000 <b>40 acres, RR20</b> 24-19-15-220-000 <b>40 acres, RR20</b> 24-19-15-230-000 <b>40 acres, RR20</b> 24-19-15-240-000 <b>40 acres, RR20</b> 24-19-15-330-100 <b>20 acres, RR20</b> 24-19-15-440-100 <b>30 acres, RR20</b> 24-19-15-000-000 <b>180 acres, RR20</b> 24-19-22-000-050 <b>80 acres, RR20</b> 24-19-09-440-100 <b>20 acres, RR20</b> 24-19-16-000-000 <b>1,247.27 acres, RR20</b> 24-19-27-230-000 <b>80 acres, RR20</b> 24-19-22-000-100 <b>39 acres, RR20</b> 24-19-22-240-000 <b>88.7 acres, RR20/RR10</b> 24-19-22-310-000 <b>47 acres, RR10/RR5</b> 24-19-22-300-050 <b>91 acres, RR20/RR10/RR5</b>

<b>Total acreage involved:</b>	2,182.97 acres
<b>Comprehensive Plan designation &amp; Zoning district:</b>	Rural Resource/Residential 20 (RR-20) Rural Resource/Residential 10 (RR10) Rural Resource/Residential 5 (RR5)
<b>Existing land uses:</b>	Conservation and recreation. There are 10 miles of hiking trails located on the property with public access, including a trail head, picnic table, informational kiosks, trail markers and a parking area. A small portion of the property is also used by a paragliding school for non-powered human flight.
<b>SEPA:</b>	Exempt pursuant to WAC 197-11-80014(k)

**Chelan County Code Chapter 14.22.060 Open Space Public Benefit:**

The applicant is seeking the following Open Space classifications:

**High Priority Resources: 5 Points Each (10 total)**

**Private Recreation Areas:** *“An area devoted to facilities and equipment for recreational purposes, including swimming pools, tennis courts, golf courses, playgrounds, and other similar uses whether the use of such area is limited to private membership or open to the public upon the payment of a fee. Recreational vehicle parks are not eligible. Eligibility: Eligible lands are those meeting the above definition. Improvements to the land, including structures, will not be eligible. Lands with clubhouses, restaurants, parking areas, and other nonrecreation structures are not eligible”.*

**Finding:** The paragliding school uses a small portion of the parcels for part of the year for non-powered human flight. The paragliding school qualifies under the above definition of a Private Recreation Area.

**Significant Wildlife Habitat Area:** *pursuant to CCC 14.22.060(3)(A)(viii), an area which is characterized by the presence of important habitats and species or other animals in such frequency and diversity for critical ecological processes occurring, such as breeding, nesting, nesting, nursery, feeding, migration and resting.*

**Finding:** Based on the Washington State Department of Fish and Wildlife Priority Habitats and Species, the subject properties contain significant Mule Deer winter range, shrubsteppe habitat and sharp tail snake habitat; therefore, this classification does apply under CCC 14.22.060(3)(A)(viii)(e) *“Important habitats and species regulated under the Chelan County critical areas ordinance”.*

**Medium Priority Resources: 3 Points Each (6 total)**

**Public Lands Buffer:** *“Lands lying adjacent to neighborhood parks, forests, wildlife preserves, natural area preserves, or sanctuaries”.*

**Finding:** Hay Canyon Ranch parcels directly abut thousands of acres of public land owned by the US Forest Service.

**Scenic Vista or Resources:** *“An area of natural features which is visually significant to the aesthetic character of the county and is visible from a public right-of-way”.*

**Finding:** Hay Canyon Ranch consists of 2,000+ acres of public land with many vistas



along the public access trails. The property can be seen from Hay Canyon, Nahahum Canyon and Hwy 2/97.

**Bonus Categories: 10 points total**

**Contiguous parcels under separate ownership: 2 points** *pursuant to CCC 14.22.060(4)(C)(iii), contiguous parcels of land with the same open space resources, regardless of whether under the same ownership or not, are eligible for treatment as a single parcel if open space classification is sought under the same application.*

**Finding:** The subject properties are under the same ownership and application; therefore, this classification does apply.

**Conservation/Historic Easement: 8 points** *“an easement that restricts, in perpetuity, further potential development or other uses of a property and which may include a requirement for native growth protection”.*

**Finding:** The subject properties all have recorded conservation easements (see Exhibit A)

**Public Access: 4 points** *“Limited public access (seasonal and/or upon special arrangements): four points. Access to the public is allowed, with or without special arrangements with the property, for any period of less than the full year (seasonal access”*

**Finding:** The applicant has provided for access for most of the year, including a trail system, parking lot, bathroom, and picnic table as well as informative kiosks and trail markers. The property is subject to seasonal closures in the event of extreme fire danger, and/or possible winter closures to protect wildlife habitat.

**Super Bonus Category: 100% reduction.** The following category contributes to or in some way enhances the public benefit of the priority resources. Where applicable, the priority resource qualifications specify if the can be combined with other similar priority resources. Super Bonus category must include at least one high priority resource, public access and a conservation easement.

**One high priority resource:** The property qualifies for 2 high priority resources, as stated above:

1. Private recreation area.
2. Significant wildlife habitat.

**Public access:** The property has significant public trail system, parking lot, informational kiosks, directional signs, bathroom and picnic table (see Exhibit B – photos).

**Conservation easement:** The property has 2,182.97 acres in conservation easements. (see Exhibit A)

**Finding:** The subject properties cover a very large area of 2,182.97 acres. The land is a significant benefit to the public. Many people use the trail system, especially during wildflower season, to get out and enjoy our beautiful valley.

**Conclusion:** Staff finds the following are consistent with Chelan County Code:

- Significant Wildlife Habitat Area= 5 points
- Private Recreation Area= 5 points
- Public Lands Buffer= 3 points
- Scenic Vista or Resources= 3 points

- Contiguous Parcels Under Separate Ownership= 2 points
- Conservation/Historic Easement= 8 points
- Public Access= 4 points
- Super Bonus Category: 100% reduction.

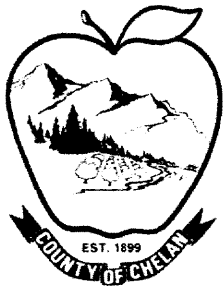
The applicant has requested a 100% reduction because of the high public value of the land. Staff finds the application and properties are consistent with the criteria for the Super Bonus Category for a reduction of 100% in the fair market value for 2,182.97 acres.

**CONDITIONS OF APPROVAL:**

1. Pursuant to RCW 84.34, the applicant shall sign the “Open Space Taxation Agreement” and return to the Chelan County Assessor’s office.

**EXHIBITS**

- A. File of record including Conservation Easements
- B. Photos



**CHELAN COUNTY**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
 316 WASHINGTON STREET, SUITE 301, WENATCHEE, WA 98801  
 TELEPHONE: (509) 667-6225 FAX: (509) 667-6475

**PUBLIC BENEFIT RATING SYSTEM**

This packet is designed to assist you in preparing your application for a Public Benefit Rating (Open Space). The following information is required at the time of submittal. The applicant is required to review and submit documentation showing compliance with all Chelan County Code, including but not limited to Title 4, Title 11, Title, 12, Title 14, and Title 15. Additional information may be required. **An incomplete application will not be processed.**

The following information is required at the time of submittal:

- Department of Revenue Application
  - Complete the following Cannabis Disclosure Section, Site Plan Checklist Section and Acknowledgement Section
- Parcel Number (APN):** See "Addenda A & B - Hay Canyon Ranch LLC - App for Open Space.pdf" **Lot Size:** 2182.97 (Acres)  
**Parcel Address:** Same as above **City/Zip Code:** Cashmere 98815  
**Property Owner(s):** Jabe Blumenthal, Hay Canyon Ranch, LLC **Zoning:** RR10

**CHAPTER 14.22 OPEN SPACE PUBLIC BENEFIT**

Indicate, using the following chart, each type of "open space benefit" you are requesting. NOTE: For each type of "open space benefit" the applicant is required to provide support documentation, pursuant to CCC14.22.060.

**High Priority Resources: 5 Points Each**  
 (7 categories maximum from High and Medium Priority Resource)

	Archaeological Sites
	Farm and Agricultural Conservation Land
	Fish-Rearing Habitat: Ponds and Streams I
	Shoreline Environments
	Historical Sites
5*	Private Recreation Areas
?	Rural Open Space Close to Urban Growth Area
5	Significant Wildlife Habitat Area
	Special Plants Sites
	Urban Growth Area Open Space
	Trail Linkage
	Aquifer Protection Area
	Surface Water Quality Buffer Area I

**Medium Priority Resources: 3 Points Each**

3	Public Lands Buffer
	Fish-Rearing Habitat: Ponds and Streams II
3	Scenic Vista or Resources
	Geological Features
	Fee Recreation and Public Access Parking

**18** Subtotal points from High and Medium Priority Resources

**Bonus Categories**

	Resource Enhancement/Restoration: <b>5 Points</b>
	Surface Water Quality Buffer Area II: <b>3 or 5 Points</b>
2	Contiguous Parcels Under Separate Ownership: <b>2 points</b>
8	Conservation/Historic Easement: <b>8 Points</b>

**Public Access**

	Unlimited Access: <b>8 Points</b>
6	Limited Access (due to resource sensitivity): <b>6 Points</b>
	Limited Access (seasonal and/or special arrangements): <b>4 Points</b>
	No Public Access: <b>0 Points</b>

**16** Subtotal points from Bonus and Public Access

**Super Bonus Category**

Does the site meet the three criteria?  
 Check box if "Yes" to all (100% Reduction)

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	One high priority resource
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Public access
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Conservation easement

<b>34</b>	<b>Grand Total (Add subtotals)</b>
<b>100%</b>	<b>Reduction from Valuation Schedule</b>

\*applies to the paragliding school area, not the rest of the lands

**CANNABIS DISCLOSURE SECTION****SUB-SECTION I: Circle**

I AFFIRM there IS NOT or IS (circle one) an existing or pending Liquor and Cannabis Board (LCB) license or approval for cannabis production, processing, or retail located on the property that is the subject of the requested development permit or approval.

If you circled "IS NOT" above, proceed to Sub-Section III of this form.

If you circled "IS" above, proceed to Sub-Section II of this form.

**SUB-SECTION II: You must read the below statements, initial on the space provided, and then proceed to Sub-Section III.**

\_\_\_\_\_ I ACKNOWLEDGE AND UNDERSTAND that all cannabis-related activities, development, uses and construction must comply with Chelan County regulations, including but not limited to Chelan County Code Section 11.100.

\_\_\_\_\_ I ACKNOWLEDGE AND UNDERSTAND that only those cannabis-related uses authorized pursuant to Chelan County Code Section 11.100 are permitted within Chelan County. All other commercial and noncommercial licensed or registered cannabis uses, including but not limited to cannabis research facilities and medical cannabis cooperatives, are prohibited within all zones of Chelan County.

\_\_\_\_\_ I ACKNOWLEDGE AND UNDERSTAND that pursuant to Chelan County Code Section 11.100 a conditional use permit is required to engage in the production or processing of cannabis within Chelan County, and that all cannabis producers and processors must register annually with Chelan County and pay the appropriate registration fee.

\_\_\_\_\_ I ACKNOWLEDGE AND UNDERSTAND that it is the responsibility of the property owner to submit for and obtain all necessary development permits and approvals prior to engaging in cannabis-related activities, development, uses or construction, including but not limited to conditional use permits for the production or processing of cannabis, building permits, change of use/occupancy permits, shoreline permits, variances, and mechanical permits.

**SUB-SECTION III: Please select one of the following:**

I certify with the signature below that the building or land use permit requested **IS NOT** related to or in any way supportive of existing or planned cannabis-related activities, development, uses or construction on the property. I further certify that any authorized activities, development, uses or construction **WILL NOT** be utilized to support or expand cannabis-related activities, development, uses or construction.

I certify with the signature below that the building or land use permit requested **IS** related to or in support of existing or planned cannabis-related activities, development, uses or construction on the property. I certify that any authorized activities, development, uses or construction will be in strict compliance with LCB licensure requirements and all applicable laws and regulations including but not limited to Chelan County Code, Chapter 69.50 RCW (Uniform Controlled Substances Act), Chapter 69.51A (Medical Cannabis), Chapter 19.27 RCW and WAC Title 51 (State Building Code), Chapter 58.17 RCW (Plats-Subdivisions-Dedications), Chapter 90.58 RCW (Shoreline Management Act), Chapter 314.55 WAC, and the Chelan County Shoreline Master Program.

**SITE PLAN CHECKLIST SECTION**

- Two copies of site plan are required. Must be drawn to standard engineering/architect's scale, such as 1"=100'. Indicate the scale used. Must include North arrow, and be drawn on grid paper or engineering plan format. For large parcels, applicant may submit a two-page site plan, the first page depicting the entire lot at a convenient scale and the second page depicting an enlargement of the developed area at a larger scale. *VIA PDF*
- Label all property lines/boundaries, dimensions, and area of lot/parcel (square feet or acreage).
- Label the location, size, and use of all existing building(s). Identify the distance between property lines and buildings. Label structures with previous building permit number(s) issued if applicable.
- Label the location, size, and use of all proposed structure(s) (temporary or permanent) to include dimensions of all decks, porches, cantilevers, bay windows, roof overhangs, retaining walls, patios, chimneys, landings and stairs. *NA*
- Identify the location, dimensions and volume of all existing and proposed propane tanks, fuel tanks, etc., both above ground and underground, as well as setback from property lines. *NA*
- Identify land features such as top and bottom of slopes, direction of slope and any areas of erosion.
- Identify and label all water features to include, ponds, springs, ravines, streams, creeks, lakes, rivers, irrigation laterals, canals, ditches, wetlands, bogs, areas of saturated ground, flood plain, floodway. Identify the closest distance between the ordinary high water mark and proposed/existing structures.
- Label the name and width of roads bordering the property and indicate whether they are public or private.
- Locate the width of existing and proposed driveways/accesses serving each structure. Include stormwater control facilities such as drains, detention ponds, connection lines, catch basins, etc.
- Label all existing and proposed parking spaces/areas. Parking in residential districts is typically not allowed in the front yard setback area. All parking shall have durable and dustless surfaces suited to all weather use, unless required otherwise. If applicable, show handicapped parking and accessible routes to the structure and within the site to other structures and features.
- Identify and label all easements and widths, deed restrictions, other encumbrances, and/or issues restricting or affecting the use or condition of the property, including but not limited to access, utilities, railroads, irrigation and overhead power. Include the Auditor's file number(s). *Before Any Development Occurs, Please Call 1-509-661-8400 To Locate Any PUD Easements!*
- Show the location of all existing and proposed overhead and underground utilities including, but not limited to water, sewer, gas, and electrical.
- Identify location of water lines, well and sanitary control radius. Note: A sanitary control radius around an off-site well may impact your project if it overlaps onto your parcel.
- Identify location of all well(s), septic/pump tank, drain field, reserve area and tight line involving the proposed structure(s). Show the distance from proposed structure(s) to septic tank, drain field, drinking water well source(s), and any water body, wetland area and/or flood plain to ensure they meet the required horizontal setbacks from each other and property lines. See Chelan Douglas Health District Horizontal Setback Table for details. If applicable, the approved Health District and County site plan must be identical.
- If drinking water wells, septic tank/drain field is off site, show the location of these systems on the adjacent property or properties and provide a copy of the easement agreement(s).
- If applicable, identify existing and proposed landscaping, screening and/or fencing. (Show type of landscaping, size, spacing, and provisions for irrigation).
- If applicable, include outdoor lighting and signage. Label each as existing or proposed.

**ACKNOWLEDGEMENT SECTION**

If the Applicant is not the owner of the property, this application and acknowledgment shall also be executed (signed) by each property owner.

**By submitting this application, I acknowledge and certify the following:**

Initials

(Owner and, if applicable, Applicant)

- JB 1. All applications will be reviewed for completeness and processed according to Chelan County Code Title 14. Each application may be denied if not consistent with all Chelan County Codes, adopted regulations, Comprehensive Plan and related plans or studies.
- JB 2. This application does not constitute approval of the proposed development and Chelan County does not make any guarantee, either express or implied, that this application will be approved.
- JB 3. False statements, errors and/or omissions in this application or information provided with or in regard to this application may be sufficient cause for denial of the request.
- JB 4. Additional permit applications and approvals may be necessary to conduct specific activities.
- JB 5. Application fees are non-refundable, except when approve by the Board.
- JB 6. In the event of any legal proceeding to challenge this application, any environmental determination or any other aspect of the proposed development, the applicant/owner(s) shall be solely responsible to defend such challenge and pay all court costs and attorney's fees necessary for such defense.
- JB 7. Chelan County is hereby given consent to enter the property(ies) listed above.
- JB 8. I certify that I am the property owner, or authorized agent of the property owner, and I have familiarized myself with the rules and regulations of Chelan County with respect to making this application.
- JB 9. I certify that I possess full legal authority and rights necessary to exercise control over the subject property.
- JB 10. I certify that this application has been made with the consent of the lawful property owner(s).
- JB 11. I certify that all Easements, Deed Restrictions, other encumbrances, and/or issues restricting or affecting the use or condition of the property have been accurately disclosed and are shown on the site plan submitted with this application.
- JB 12. This application shall be subject to all additions to and changes in the laws, regulations and ordinances applicable to the proposed development until a determination of completeness has been made pursuant to Section 14.08.030.

I certify (or declare) under penalty of perjury and under the laws of the State of Washington that the foregoing and all information submitted with this application is true, correct and complete to the best of my knowledge.

Owner Signature: J. Blumenthal Place: Cashmere, WA Date: 8/21/24

Print Name: Jabe Blumenthal, Hay Canyon Ranch LLC

Owner/Applicant/Agent Signature: \_\_\_\_\_ Place: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

# ADDENDA A & B

## ADDENDUM A – Parcel Numbers & Abbreviated Legal Description

parcel #	county ID	acreage	abbreviated legal description
241910300000	31780	20	T 24N R 19EWM S 10 E1/2SWSW 20.0000 ACRES
241915300000	31874	80	T 24N R 19EWM S 15 W 1/2 SW 80.0000 ACRES
241922200000	31900	40	T 24N R 19EWM S 22 NWNW 40.0000 ACRES
241915220000	31871	40	T 24N R 19EWM S 15 NWNW 40.0000 ACRES
241915230000	31872	40	T 24N R 19EWM S 15 SW1/4 NW1/4 40.0000 ACRES
241915240000	31873	40	T 24N R 19EWM S 15 SENW 40.0000 ACRES
241915330100	31875	20	T 24N R 19EWM S 15 W1/2 NESW 20.0000 ACRES
241915440100	31879	30	T 24N R 19EWM S 15 LOT C BLA 2008-131 W2SESE 30.0000 ACRES
241915000000	31864	180	T 24N R 19EWM S 15 E1/2NESW SESW SWSE NWSE SWNE 180.0000 ACRES
241922000050	31896	80	T 24N R 19EWM S 22 NENW NWNE 80.0000 ACRES
241909440100	31773	20	T 24N R 19EWM S 09 E1/2SESE 20.0000 ACRES
241916000000	31880	1247.27	T 24N R 19EWM S 16 LOT C BLA 2017-393 1247.2700 ACRES
241927230000	31949	80	T 24N R 19EWM S 27 SWNW & NWNW 80.0000 ACRES
241922000100	31897	39	T 24N R 19EWM S 22 NWSW 39.0000 ACRES
241922240000	31901	88.7	T 24N R 19EWM S 22 LOT C BLA 2018-044 SENW & SWNW 88.7000 ACRES
241922310000	31903	47	T 24N R 19EWM S 22 LOT D BLA 2018-044 NESW 47.0000 ACRES
241922300050	31902	91	T 24N R 19EWM S 22 LOT E BLA 2018-044 LESS 10' ROW S1/2SW 91.0000 ACRES`
	<b>Total acres:</b>	<b>2182.97</b>	

## ADDENUM B – LEGAL DESCRIPTIONS

parcel #	full legal descriptions
241910300000	The East half of the Southwest quarter of the Southwest quarter of Section 10, Township 24 North, Range 19, E.W.M., Chelan County, Washington
241915300000	The West half of the Southwest Quarter of Section 15, Township 24 North, Range 19 East, W.M., Chelan County, Washington.
241922200000	The Northwest Quarter of the Northwest Quarter of Section 22, Township 24 North, Range 19 East, W.M., Chelan County, Washington.
241915220000	The Northwest Quarter of the Northwest Quarter of Section 15, Township 24 North, Range 19 East, W.M., Chelan County, Washington.
241915230000	The Southwest Quarter of the Northwest Quarter of Section 15, Township 24 North, Range 19 East, W.M., Chelan County, Washington.
241915240000	The Southeast quarter of the Northwest quarter of Section 15, Township 24 North, Range 19 East, W.M., Chelan County, Washington.
241915330100	The West half of the Northeast quarter of the Southwest quarter, all in Section 15, Township 24 North, Range 19 East, W.M., Chelan County, Washington
241915440100	The South half of the West half of the Northeast quarter of the Southeast quarter and the West half of the Southeast quarter of the Southeast quarter, all in Section 15, Township 24 North, Range 19 East, W.M., Chelan County, Washington.
241915000000	The Southwest quarter of the Northeast quarter, and the West half of the Southeast quarter, and the Southeast quarter of the Southwest quarter, and the East half of the Northeast quarter of the Southwest quarter, all in Section 15, Township 24 North, Range 19 East, W.M., Chelan County, Washington.
241922000050	The Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter, all in Section 22, Township 24 North, Range 19 East, W.M., Chelan County, Washington.
241909440100	The East half of the Southeast quarter of the Southeast quarter of Section 9, Township 24 North, Range 19 East, W.M, Chelan County, Washington.
241916000000	<p>ALL OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 19 EAST, W.M., CHELAN COUNTY, WASHINGTON.</p> <p>TOGETHER WITH ALL OF SECTION 21 , TOWNSHIP 24 NORTH, RANGE 19 EAST, W.M., CHELAN COUNTY, WASHINGTON.</p> <p>EXCEPT THE FOLLOWING DESCRIBED PARCELS A &amp; B, LYING IN SAID SECTION 21; BASIS OF BEARING ASSUMED. BASED ON THE A DEPENDENT RESURVEY OF TOWNSHIP 24 N, RANGE 19 E, W.M. FILED APRIL 10TH 1939 OFFICE OF THE G.L.O.</p> <p>PARCEL "A" IN THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21 , TOWNSHIP 24 NORTH, RANGE 19, EWM., CHELAN COUNTY, WASHINGTON. MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p style="padding-left: 40px;">COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21 A BRASS CAP MONUMENT;</p> <p style="padding-left: 40px;">THENCE SOUTH ALONG THE WEST LINE OF SECTION 21 A DISTANCE OF 1493.24 FEET TO THE TRUE POINT OF BEGINNING;</p> <p style="padding-left: 40px;">THENCE CONTINUING SOUTH ALONG SAID WEST LINE OF SECTION 21 A DISTANCE OF 845.07 FEET;</p> <p style="padding-left: 40px;">THENCE NORTH 54°27'37" EAST A DISTANCE OF 2140.26 FEET;</p> <p style="padding-left: 40px;">THENCE NORTH 36°37'22" WEST ON A LINE BETWEEN THE BUILDINGS ON PARCEL</p>



	<p>B AND A SPRING ON PARCEL "A" A DISTANCE OF 158.07' FEET;          THENCE SOUTH 72°23'08" WEST A DISTANCE OF 1737.86 FEET TO THE TRUE POINT OF BEGINNING; CONTAINING 20.04 ACRES MORE OR LESS</p> <p>PARCEL "B" IN THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19, EWM., CHELAN COUNTY, WASHINGTON. MORE PARTICULARLY DESCRIBED AS FOLLOWS:          COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21 A BRASS CAP MONUMENT;          THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 2315.31 FEET TO THE TRUE POINT OF BEGINNING;          THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 348.12 FEET TO THE NORTH QUARTER CONRER SAID SECTION 21;          THENCE CONTINUING EAST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 896.69 FEET;          THENCE SOUTH 02°18'53 WEST A DISTANCE OF 1009.73' FEET;          THENCE NORTH 87°18'04" WEST BEING SOUTH OF AND PARALLEL WITH AND 1009.71' FEET DISTANT FROM AT RIGHT ANGLES THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 1750.56 FEET;          THENCE NORTH 36°37'22 WEST BETWEEN THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL "A" A DISTANCE OF 158.07' FEET;          THENCE NORTH 40°45'53" WEST A DISTANCE OF 285.31 FEET;          THENCE NORTH 52°09'25" EAST A DISTANCE OF 1046.68 FEET TO THE TRUE POINT OF BEGINNING; CONTAINING 40 ACRES MORE OR LESS.</p>
241927230000	<p>Parcel #241927230000:          The West half of the Northwest quarter of Section 27, Township 24 North, Range 19 East, W.M., Chelan County, Washington.</p>
241922000100	<p>Parcel #241922000100:          The Northwest quarter of the Southwest quarter of Section 22, Township 24 North, Range 19 East, W.M., Chelan County, Washington.</p>
241922240000	<p>The South half of the Northwest Quarter of Section 22, Township 24 North, Range 19 East, W.M., Chelan County, Washington.</p> <p>TOGETHER WITH that portion of the Southwest Quarter of the Northeast Quarter of said Section 22, lying Westerly of a line described as follows at NAD 83/11, Washington State Coordinate System, North Zone, using a combined scale factor of 0.99991443410912 ground to grid:          Commencing at the southwest corner of said Southwest Quarter of the Northeast Quarter, being also the center of said Section 22, from which the East Quarter corner of said Section 22 bears South 89°52'39" East for a distance of 2632.16 feet, said point being the TRUE POINT OF BEGINNING FOR THIS LINE DESCRIPTION;          thence North 21 °37'17" East for a distance of 1451.92 feet to a point at the bottom of a canyon on the north line of said Southwest Quarter of the Northeast Quarter, said point being South 89°54'00" West for a distance of 761.34 feet from the northeast corner of said Southwest Quarter of the Northeast Quarter, said point being also and the END OF THIS LINE DESCRIPTION.</p> <p>Also known as Final Parcel C of Boundary Line Adjustment 2018-044 recorded February 27, 2018 under Auditor's File No. 2473676.</p>
241922310000	<p>The Northeast Quarter of the Southwest Quarter of Section 22, Township 24 North, Range 19 East, W.M., Chelan County, Washington.</p> <p>TOGETHER WITH that portion of the Northwest Quarter of the Southeast Quarter of said Section 22 lying Westerly of a line that is 20 feet Easterly of, when measured at right angles to, a line described as follows at NAD 83/11, Washington State Coordinate System, North Zone, using a combined scale factor of 0.99991443410912 ground to grid:          Commencing at the most northerly corner of Lot 1, Chelan County Short Plat No. 3533, as</p>

	<p>recorded under Auditor's File Number 2000160, a found 5/8" rebar and cap marked "Horton Dennis LS 17680, 24228, 28240, 22964" on the easterly right of way of Nahahum Canyon Road, from which the northwest corner of Lot 4, said Short Plat No. 3533, a found 5/8" rebar and cap marked "Horton Dennis LS 17680, 24228, 28240, 22964", bears North 74°52'24" East for a distance of 227.30 feet;</p> <p>thence South 68°51'05" West a distance of 30.93 feet to the centerline of said Nahahum Canyon Road;</p> <p>thence North 54°38'48" West leaving said centerline a distance of 29.23 feet to a point on the westerly right of way of said Nahahum Canyon Road, said point being also in the center of an existing dirt access road and the TRUE POINT OF BEGINNING FOR THIS LINE DESCRIPTION;</p> <p>thence continuing North 54°38'48" West along the center of said dirt road a distance of 40.07 feet to the beginning of a curve to the left;</p> <p>thence continuing along the center of said dirt road on said curve defined by a radius of 200.00 feet, through a central angle of 11°05'32", for a distance of 38.72 feet to the beginning of a reverse curve to the right;</p> <p>thence continuing along the center of said dirt road on said curve defined by a radius of 400.00 feet, through a central angle of 17°05'08", for a distance of 119.28 feet;</p> <p>thence North 48°39'12" West continuing along the center of said dirt road a distance of 167.53 feet to the beginning of a curve to the right;</p> <p>thence continuing along the center of said dirt road on said curve defined by a radius of 100.00 feet, through a central angle of 14°13'52", for a distance of 24.84 feet;</p> <p>thence North 34°25'20" West continuing along the center of said dirt road a distance of 138.41 feet to the beginning of a curve to the left;</p> <p>thence continuing along the center of said dirt road on said curve defined by a radius of 500.00 feet, through a central angle of 03°58'40", for a distance of 34.71 feet;</p> <p>thence North 38°24'00" West continuing along the center of said dirt road a distance of 191.54 feet to the beginning of a curve to the right;</p> <p>thence continuing along the center of said dirt road on said curve defined by a radius of 40.00 feet, through a central angle of 82°32'51", for a distance of 57.63 feet;</p> <p>thence North 44°08'52" East continuing along the center of said dirt road a distance of 26.78 feet to the beginning of a curve to the right;</p> <p>thence continuing along the center of said dirt road on said curve defined by a radius of 100.00 feet, through a central angle of 35°32'28", for a distance of 62.03 feet;</p> <p>thence North 79°41'19" East continuing along the center of said dirt road a distance of 26.58 feet to the beginning of a curve to the left;</p> <p>thence continuing along the center of said dirt road on said curve defined by a radius of 100.00 feet, through a central angle of 114°53'11", for a distance of 200.51 feet;</p> <p>thence North 35°11'52" West continuing along the center of said dirt road a distance of 16.66 feet to the beginning of a curve to the left;</p> <p>thence continuing along the center of said dirt road on said curve defined by a radius of 225.00 feet, through a central angle of 27°45'52", for a distance of 109.03 feet;</p> <p>thence North 62°57'44" West continuing along the center of said dirt road a distance of 75.89 feet;</p> <p>thence North 20°42'11" West from the said 20 foot offset point at the end of the previously described course for a distance of 695.31 feet to the center of said Section 22 and the END OF THIS LINE DESCRIPTION, said final course to have no offset.</p> <p>EXCEPT that portion lying Easterly of Nahahum Canyon Road.</p> <p>Also known as Final Parcel D of Boundary Line Adjustment 2018-044 recorded February 27, 2018 under Auditor's File No. 2473676.</p>
241922300050	<p>The South Half of the Southwest Quarter of Section 22, Township 24 North, Range 19 East, W.M., Chelan County, Washington.</p> <p>TOGETHER WITH that portion of the Southwest Quarter of the Southeast Quarter of said Section 22 lying Westerly of a line that is 20 feet Easterly of, when measured at right angles to, a line described as follows at NAD 83/11, Washington State Coordinate System, North Zone, using a combined scale factor of 0.99991443410912 ground to grid:</p>

Commencing at the most northerly corner of Lot 1, Chelan County Short Plat No. 3533, as recorded under Auditor's File Number 2000160, a found 5/8" rebar and cap marked "Horton Dennis LS 17680, 24228, 28240, 22964" on the easterly right of way of Nahahum Canyon Road, from which the northwest corner of Lot 4, said Short Plat No. 3533, a found 5/8" rebar and cap marked "Horton Dennis LS 17680, 24228, 28240, 22964", bears North 74°52'24" East for a distance of 227.30 feet;

thence South 68°51'05" West a distance of 30.93 feet to the centerline of said Nahahum Canyon Road;

thence North 54°38'48" West leaving said centerline a distance of 29.23 feet to a point on the westerly right of way of said Nahahum Canyon Road, said point being also in the center of an existing dirt access road and the TRUE POINT OF BEGINNING FOR THIS LINE DESCRIPTION;

thence continuing North 54°38'48" West along the center of said dirt road a distance of 40.07 feet to the beginning of a curve to the left;

thence continuing along the center of said dirt road on said curve defined by a radius of 200.00 feet, through a central angle of 11°05'32", for a distance of 38.72 feet to the beginning of a reverse curve to the right;

thence continuing along the center of said dirt road on said curve defined by a radius of 400.00 feet, through a central angle of 17°05'08", for a distance of 119.28 feet;

thence North 48°39'12" West continuing along the center of said dirt road a distance of 167.53 feet to the beginning of a curve to the right;

thence continuing along the center of said dirt road on said curve defined by a radius of 100.00 feet, through a central angle of 14°13'52", for a distance of 24.84 feet;

thence North 34°25'20" West continuing along the center of said dirt road a distance of 138.41 feet to the beginning of a curve to the left;

thence continuing along the center of said dirt road on said curve defined by a radius of 500.00 feet, through a central angle of 03°58'40", for a distance of 34.71 feet;

thence North 38°24'00" West continuing along the center of said dirt road a distance of 191.54 feet to the beginning of a curve to the right;

thence continuing along the center of said dirt road on said curve defined by a radius of 40.00 feet, through a central angle of 82°32'51", for a distance of 57.63 feet;

thence North 44°08'52" East continuing along the center of said dirt road a distance of 26.78 feet to the beginning of a curve to the right;

thence continuing along the center of said dirt road on said curve defined by a radius of 100.00 feet, through a central angle of 35°32'28", for a distance of 62.03 feet;

thence North 79°41'19" East continuing along the center of said dirt road a distance of 26.58 feet to the beginning of a curve to the left;

thence continuing along the center of said dirt road on said curve defined by a radius of 100.00 feet, through a central angle of 114°53'11", for a distance of 200.51 feet;

thence North 35°11'52" West continuing along the center of said dirt road a distance of 16.66 feet to the beginning of a curve to the left;

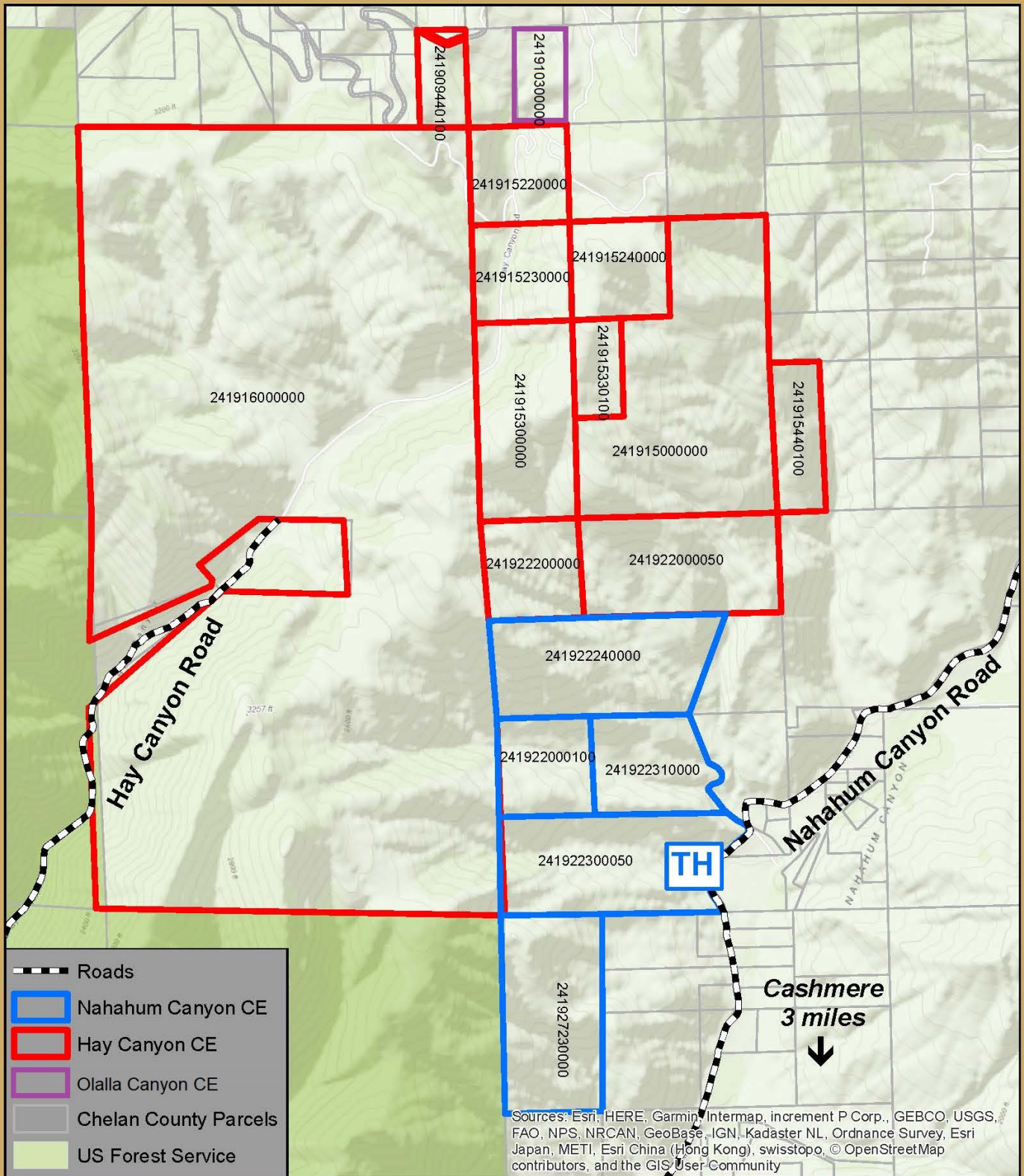
thence continuing along the center of said dirt road on said curve defined by a radius of 225.00 feet, through a central angle of 27°45'52", for a distance of 109.03 feet;

thence North 62°57'44" West continuing along the center of said dirt road a distance of 75.89 feet;

thence North 20°42'11" West from the said 20 foot offset point at the end of the previously described course for a distance of 695.31 feet to the center of said Section 22 and the END OF THIS LINE DESCRIPTION, said final course to have no offset.

Also known as Final Parcel E of Boundary Line Adjustment 2018-044 recorded February 27, 2018 under Auditor's File No. 2473676.

# Addendum C: site plan - easement parcels map



- Roads
- Nahahum Canyon CE
- Hay Canyon CE
- Olalla Canyon CE
- Chelan County Parcels
- US Forest Service

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



1:21,000



# ADDENDUM D: EASEMENT AGREEMENTS

## Open Space Application

Jabe Blumenthal, Hay Canyon Ranch, LLC

**First easement covers parcel #'s:**

241915300000
241922200000
241915220000
241915230000
241915240000
241915330100
241915440100
241915000000
241922000050
241909440100
241916000000

**Second easement agreement covers parcel #'s:**

241927230000
241922000100
241922240000
241922310000
241922300050

**Third easement agreement covers parcel #:**

241910300000
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1 Return Address:

2 Chelan-Douglas Land Trust  
3 18. N. Wenatchee Avenue  
4 Wenatchee, WA 98801

177276 RE-RECORDED  
REAL ESTATE SERVICE TAX  
PAID \$ 8905.00 TO CORRECT  
Chelan County Treasurer  
David E. Gamble, CPA CLERICAL  
By J. Day 12-28-17 ERRORS  
Deputy

8 2838597LR

9 **GRANT DEED**  
10 **OF**  
11 **CONSERVATION EASEMENT**  
12 **FOR THE**  
13 **HAY CANYON CONSERVATION EASEMENT**

11 **Grantor(s):** HAY CANYON RANCH, L.L.C., A Washington limited liability Company

12 **Grantee(s):** CHELAN-DOUGLAS LAND TRUST, a Washington public benefit corporation.

13 **Legal Description (abbreviated):** Portions of Sections 9, 15, 16 and 21, all in Township 24  
14 North, Range 19 E.W.M., all in Chelan County, Washington.

15 **Assessor's Tax Parcel ID#:** 241916000000, 241922200000, 241922000050, 241915220000,  
16 241915230000, 241915240000, 241915000000, 241915440100, 241915330100, 241915300000,  
17 241909440100

17 **I. PARTIES**

18 A. **Grantor.** HAY CANYON RANCH, L.L.C., a Washington limited liability Company.

19 B. **Grantee.** CHELAN-DOUGLAS LAND TRUST, a Washington public benefit  
20 corporation.

21 **II. THE PROPERTY AND EXHIBITS**

22 A. Grantor is the owner of the property subject to this Conservation Easement as more fully  
23 described on the attached Exhibits;

- 24 1. Exhibit "A" – Legal Description of Property subject to this Conservation  
25 Easement
- 26 2. Exhibit "B-1" – Property Subject to Conservation Easement
- 3. Exhibit "B-2" – Property Subject to Conservation Easement, Roads and Trails
- 4. Exhibit "B-3" – Property Subject to Conservation Easement, Launch and  
Landing Sites

- 1 5. Exhibit "B-4" – Properties Benefitted by Road or Recreation
- 2 6. Exhibit "C" – Acknowledgment of Baseline Documentation
- 3 7. Exhibit "D" – Title Exceptions
- 4 8. Exhibit "E-1" – Legal Description of Adjoining Properties Benefitted by Road  
Access
- 5 Exhibit "E-2" – Legal Description of Adjoining Properties Benefitted by  
Recreation Access
- 6 9. Exhibit "F" – Notice of Grant Agreement

7 **III. THE GRANT**

8 THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made this 26<sup>th</sup> day  
9 of December, 2017, by HAY CANYON RANCH, L.L.C., A Washington limited  
10 liability Company, having an address of 3514 E Columbia Street, Seattle, WA 98122 ("Grantor"),  
11 in favor of CHELAN-DOUGLAS LAND TRUST (Grantee), a Washington public benefit  
corporation, having an address of 18 N. Wenatchee Avenue, Wenatchee, Washington, 98807-4461  
("Grantee"), on the terms and conditions set forth herein.

12 **IV. RECITALS**

JB  
2/16/18  
Jan  
2/13/18

- 13 A. Grantor is the owner of real property located in Chelan County, Washington, consisting of  
14 1,817 ~~1,700~~ acres, more or less, as described in Exhibit "A" which is attached hereto and  
15 incorporated herein by this reference (referred to in this Easement as the "Property"); and
- 16 B. The Property provides significant benefit to the people of Washington, the city of  
17 Cashmere, Chelan County, and the United States by preserving and providing the following  
resources:
  - 18 Relatively natural habitat for native plants and wildlife in a connected shrub steppe  
habitat contiguous with other protected lands;
  - 19 Forest land, meadows, riparian habitats and ecosystems, which are important to  
20 the ecological integrity of Hay Canyon and the Eastern Slope of the Cascade  
Mountains ecoregion;
  - 21 Open-space lands that provide opportunities for the scenic enjoyment of the  
22 general public traveling along Highway 2, Hay Canyon Road, and Nahahum  
Canyon Road;
  - 23 Recreational opportunities for the general public;
  - 24 Educational opportunities for the general public;
  - 25 Historic landscapes that are important to the cultural and historic fabric of North  
Central Washington;
  - 26 (hereinafter collectively referred to as the "Conservation Values").



- 1 5. Exhibit "B-4" – Properties Benefitted by Road or Recreation
- 2 6. Exhibit "C" – Acknowledgment of Baseline Documentation
- 3 7. Exhibit "D" – Title Exceptions
- 4 8. Exhibit "E-1" – Legal Description of Adjoining Properties Benefitted by Road  
Access
- 5 Exhibit "E-2" – Legal Description of Adjoining Properties Benefitted by  
Recreation Access
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10 liability Company, having an address of 3514 E Columbia Street, Seattle, WA 98122 ("Grantor"),  
11 in favor of CHELAN-DOUGLAS LAND TRUST (Grantee), a Washington public benefit  
corporation, having an address of 18 N. Wenatchee Avenue, Wenatchee, Washington, 98807-4461  
("Grantee"), on the terms and conditions set forth herein.

12 **IV. RECITALS**

- 13 A. Grantor is the owner of real property located in Chelan County, Washington, consisting of  
14 1790 acres, more or less, as described in Exhibit "A" which is attached hereto and  
15 incorporated herein by this reference (referred to in this Easement as the "Property"); and
- 16 B. The Property provides significant benefit to the people of Washington, the city of  
Cashmere, Chelan County, and the United States by preserving and providing the following  
17 resources:
- 18 Relatively natural habitat for native plants and wildlife in a connected shrub steppe  
habitat contiguous with other protected lands;
  - 19 Forest land, meadows, riparian habitats and ecosystems, which are important to  
the ecological integrity of Hay Canyon and the Eastern Slope of the Cascade  
20 Mountains ecoregion;
  - 21 Open-space lands that provide opportunities for the scenic enjoyment of the  
general public traveling along Highway 2, Hay Canyon Road, and Nahahum  
22 Canyon Road;
  - 23 Recreational opportunities for the general public;
  - 24 Educational opportunities for the general public;
  - 25 Historic landscapes that are important to the cultural and historic fabric of North  
Central Washington;
  - 26 (hereinafter collectively referred to as the "Conservation Values").



- 1 C. All of these natural, conservation and social elements and ecological resources are of  
2 great importance to Grantor, Grantee, and to the people of the State of Washington [and  
3 the United States of America], and are worthy of preservation in perpetuity. The specific  
4 Conservation Values of the Property are further documented in an inventory of relevant  
5 features dated December 15, 2017 on file at the offices of Grantee and incorporated into  
6 this Easement by this reference ("Baseline Documentation"). The Baseline  
7 Documentation, which has been reviewed and accepted by Grantor and Grantee, consists  
8 of reports, maps, photographs, and other documentation that provide, collectively, an  
9 accurate representation of the Property at the time of this grant and which is intended to  
10 serve as an objective information baseline for monitoring compliance with the terms of  
11 this grant. Grantor and Grantee have signed the Acknowledgment of the Baseline  
12 Documentation attached as Exhibit "C".
- 13 D. In the absence of a Grant Deed of Conservation Easement, the Property could be  
14 developed in a manner which would destroy the Conservation Values of the Property, the  
15 native plant and wildlife benefits, the open space and scenic values of the Property, and  
16 the opportunity for outdoor recreation and education by the general public.
- 17 E. The Easement will restrict development so as not to degrade the Property's Conservation  
18 Values. The Easement will protect the Conservation Values from possible future  
19 development, and inappropriate logging, agricultural and grazing impacts.
- 20 F. Grantor intends that the Conservation Values of the Property be preserved and  
21 maintained by restricting subdivision and development of the Property and by permitting  
22 only those land uses of the Property that do not significantly impair or interfere with the  
23 Conservation Values of the Property.
- 24 G. Grantor, as owner of the Property, has the right to protect and preserve the Conservation  
25 Values of the Property, and desires to convey such rights to Grantee in perpetuity.
- 26 H. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under  
Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended  
("Code"), and the regulations promulgated thereunder, and also qualified as a nonprofit  
nature conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary  
purpose includes, among others, conserving natural areas and resources, including but  
not limited to the biological resources, wildlife and plant habitats of Douglas and Chelan  
Counties, in the state of Washington.
- I. Grantee agrees, by accepting this Easement, to honor the intentions of Grantor as stated  
in this Easement and to preserve and protect in perpetuity the Conservation Values of the  
Property for the benefit of this generation, and the generations to come.
- J. Grantor wishes to preserve and protect the Conservation Values of the Property by  
executing the Easement and by conveying to Grantee the right to preserve and protect  
those Conservation Values in perpetuity.

1 NOW, THEREFORE,

2 In consideration of the mutual promises and covenants contained in this Easement, and for the  
3 sum of Five hundred thousand dollars (\$500,000) and no additional consideration, and the  
4 balance of its value as an absolute, unconditional and voluntary gift, Grantor hereby gives, grants,  
5 and conveys to Grantee, and the successors and assigns of Grantee, with warranties of title, this  
6 perpetual Easement on, over, and across the Property, in accordance with the terms and  
7 conditions set forth below.

8 **V. CONVEYANCE & CONSIDERATION**

- 9 A. For reasons stated above, and in consideration of the mutual covenants, terms, conditions,  
10 and restrictions contained in this Easement, Grantor hereby voluntarily grants, conveys  
11 and warrants to Grantee a conservation easement in perpetuity over the Property,  
12 consisting of certain rights in the Property, as defined in this Easement, subject only to  
13 the restrictions contained in this Easement and title matters of record as of the date of this  
14 grant listed on Exhibit "D".
- 15 B. This conveyance is a conveyance of an interest in real property under the provisions of  
16 RCW 64.04.130, and is made subject only to the mutual covenants and terms, conditions  
17 and restrictions set forth in the Easement and title matters of record as of the date of this  
18 grant.
- 19 C. Grantor expressly intends that this Easement run with the land and that this Easement  
20 shall be binding upon Grantor's successors, and assigns in perpetuity.
- 21 D. Grantor is not conveying to Grantee any water rights held by Grantor; however,  
22 notwithstanding the above, this Easement shall preclude Grantor from transferring any  
23 water rights appurtenant to the Property.

24 **VI. PURPOSE**

- 25 A. The purpose of the Easement is to:
- 26 1. Preserve, protect, enhance, and where reasonable, to restore the Conservation  
Values, including but not limited to habitat, climate resilience, open space,  
scenic, and significant relatively natural features and resources of the Property in  
perpetuity as "relatively natural habitat of wildlife, or plants or similar  
ecosystem," (as that phrase is used in 26 U.S.C. Par. 170(h)(4)(A)(ii), as  
amended and in regulations promulgated under this law.). In achieving these  
purposes, it is the intent of Grantor and Grantee to permit the continuation of  
such uses of the Property as may be conducted consistent with the purposes and  
terms of this Easement. If one or more of the purposes of this Easement may no  
longer be accomplished, such failure of purpose shall not be deemed sufficient  
cause to terminate the entire Easement as long as any other purpose of the  
Easement may be accomplished. Grantor and Grantee recognize that changes in  
economic conditions, in technologies, in accepted land management practices,

1 and in the situation of Grantor may result in an evolution of uses of the Property,  
2 and such uses may be permitted provided they are and remain consistent with the  
conservation purposes of this Easement.

- 3 2. Assure that the Property be retained forever predominately in its relatively  
4 natural, climate resilient, scenic, and open-space condition to provide protection  
5 to the Hay Canyon area to preserve plant and wildlife habitat and to preserve the  
6 general public's view of natural and pastoral landscapes over and across the  
7 Property; and
- 8 3. Prevent any use of, or activity on, the Property that will significantly impair or  
9 interfere with the Conservation Values of the Property (collectively, the  
10 "Purpose").
- 11 4. To facilitate non-motorized public access to portions of the Property at such  
12 times and in such manner as is compatible with maintaining and/or enhancing the  
13 Conservation Values of the Property as may be specified in a mutually accepted  
14 Recreation Management Agreement and trail use license from time to time  
15 updated and signed by both parties.

16 B. Grantor intends that this Easement will confine the use of, or activity on, the Property to  
17 such uses and activities that are consistent with this Purpose as set forth in Section VIII.

#### 18 **VII. RIGHTS CONVEYED TO GRANTEE**

19 To accomplish the Purpose of this Easement the following rights are conveyed to Grantee by this  
20 Easement:

21 A. Protection. To preserve and protect in perpetuity and to enhance by mutual agreement  
22 the Conservation Values of the Property.

23 B. Access. To enter upon the Property:

- 24 1. At least annually, at a mutually agreeable time and upon prior written notice to  
25 Grantor, for the purpose of making inspections to monitor compliance with this  
26 Easement; and
- 27 2. At such other times as are necessary if Grantee has reason to believe that a  
28 violation of the Easement is occurring or has occurred, for the purpose of  
29 mitigating or terminating the violation and otherwise enforcing the provisions of  
30 this Easement. Such entry shall be upon prior reasonable notice to Grantor, and  
31 Grantee will make reasonable efforts to not unreasonably interfere with Grantor's  
32 allowed uses as set forth in Section VIII and quiet enjoyment of the Property; and
- 33 3. To afford to the general public physical access to the Property for recreational  
34 use and benefits for non-motorized recreation compatible with the Conservation  
35 Values as specified in a mutually accepted management agreement and trail use  
36 license from time to time updated and signed by both parties.

1 C. Injunction and Restoration. To enjoin any use of, or activity on, the Property that is  
2 inconsistent with the Purpose of this Easement, and to undertake or cause to be  
3 undertaken the restoration of such areas or features of the Property as may be damaged  
4 by uses or activities inconsistent with the provisions of this Easement, all in accordance  
5 with Section XIII.

6 D. Enforcement. To enforce the terms of this Easement, consistent with Section XIII.  
7 Grantor acknowledges that Grantee is recording a Notice of Grant Agreement in  
8 substantially the form of Exhibit "F" hereto to memorialize its obligations pursuant to  
9 Grant Agreement No. ORFO-10-30-2017-01 MT between The Nature Conservancy and  
10 Chelan-Douglas Land Trust dated December 9, 2017.

11 E. Assignment. To assign, convey, or otherwise transfer Grantee's interest in the Property  
12 in accordance with Section XVII.

13 **VIII. USES AND ACTIVITIES CONSISTENT WITH THE PURPOSE OF THE**  
14 **EASEMENT**

15 General. Grantor reserves for itself and its successors and assigns, all rights accruing from  
16 ownership of the Property, including the right to engage in, or permit or invite others to engage  
17 in, any use of, or activity on, the Property that is not inconsistent with the Purpose of the  
18 Easement and that is not prohibited by this Easement. Some of these consistent land uses and  
19 practices are identified below as being subject to specified conditions or to the requirement of,  
20 and procedures for, obtaining Grantee's prior approval, as described in Section XI of this  
21 Easement. The remainder of these consistent uses shall not be precluded, prevented, or limited by  
22 this Easement. Grantor specifically reserves for itself, its successors and assigns, the following  
23 uses and activities:

24 A. Structures and Residential Use. There shall be no residential uses on the property.  
25 Structures or amenities associated with recreational uses, including but not limited to  
26 temporary or permanent informational and interpretive signage, shade structures,  
benches, toilet facilities ("Recreational Structures") that are not prohibited by this  
Easement may be allowed with the consent of Grantee.

B. Agricultural Use. There shall be no agricultural uses on the Property, unless Grantee  
provides prior written consent. Grantor shall notify Grantee, develop an Agricultural  
Plan, and seek permission from Grantee in writing prior to the introduction of agricultural  
activities on the property. Any Agricultural Plan, and the practices implemented by  
Grantor under the plan, must at a minimum maintain natural resources to the state  
documented by the Baseline Report and must maintain these resources in a condition that  
is consistent with protection of the Conservation Values. If as a result of agricultural  
activities by Grantor, whether under an approved Agricultural Plan or not, conditions  
degrade and fail to recover to conditions similar to those described in the Baseline  
Report, Grantee may require Grantor to cease all agricultural activity until conditions  
recover and to pursue any and all other remedies for violation of breach of this Easement,  
as provided to Grantee under Section XIII hereof.

1 C. Roads and Trails. Existing roads and trails on the Property are shown on Exhibit "B-2".  
2 Existing roads and trails may be maintained, repaired, improved and renovated as  
3 necessary to further or maintain the Conservation Values of the Property and to  
4 adequately serve recreational objectives, and to provide access across the Property to the  
5 adjacent parcels shown on Exhibit "B-4" and legally described on Exhibit "E-1",  
6 provided that such use does not adversely impact the Conservation Values of the Property  
7 and that disturbance of the Property is minimized, and is conducted in such a manner as  
8 to minimize potential infestations of noxious or invasive weeds. Upon the prior written  
9 consent of Grantee, Grantor may construct new roads or trails on the Property as  
10 necessary to further or maintain the Conservation Values of the Property, to adequately  
11 serve the permitted uses on the Property, or to provide access to adjacent properties listed  
12 on Exhibit "E-1" hereto. Grantor may grant access easement to the United State Forest  
13 Service and/or any successor local, state or federal agency in exchange for a permanent  
14 legal right of access benefitting the Property from Forest Service Road 7411000 (Hay  
15 Canyon Road) with Grantee's prior written consent.

16 All roads are subject to the following limitations:

- 17 1. Roadways, including areas affected by ditches and culverts and other  
18 disturbance, shall not exceed twenty (20) feet in width except with the prior  
19 written approval of Grantee, and the maintenance, repair, improvement and  
20 renovation of all roads shall be done in such a manner to minimize adverse  
21 effects to the Conservation Values of the Property.
- 22 2. Trails, including areas affected by ditches and culverts and other disturbance,  
23 shall not exceed twelve (12) feet in width except with the prior written approval  
24 of Grantee, and the maintenance, repair, improvement and renovation of all trails  
25 shall be done in such a manner to minimize adverse effects to the Conservation  
26 Values of the Property.
3. Except as already exists on the Property at the time of executing this Easement,  
and except as otherwise provided in this Easement, no roads or trails shall be  
covered with asphalt, concrete, cement, or other materials which prohibit the  
movement of water from the land surface into the underlying soil or dirt  
("impervious surfaces"). For purposes of this Conservation Easement, gravel is  
not considered to be an impervious surface on roads intended for vehicular  
traffic.

21 D. Utilities. Grantor may engage in the construction, maintenance, renovation, expansion or  
22 replacement of electrical, telecommunications, water and gas utilities on the Property to  
23 serve permitted uses on the Property or on adjacent properties listed in Exhibit "E"  
24 provided that such use does not adversely impact the Conservation Values of the Property  
25 and that disturbance of the Property is minimized, and any such disturbance to the  
26 Property is conducted in such a manner as to minimize potential infestations of noxious  
or invasive weeds.

E. Maintenance of Ditches and Culverts. Grantor may engage in the maintenance of ditches  
and culverts, and the construction of new ditches and culverts to protect roads and trails.

1 The renovation, expansion, or replacement of ditches and culverts may not adversely  
2 impact the Conservation Values of the Property and shall be conducted in such a manner  
3 as to minimize potential infestations of noxious or invasive weeds.

4 F. Alteration of the Land. Grantor may engage in the removal or relocation of soil, sand,  
5 gravel or rock on the Property for the purposes of emergency flood control, road  
6 maintenance and to protect roads and trails, provided: (i) it is conducted in a manner to  
7 minimize adverse impacts on the Conservation Values on the Property and (ii) the portion  
8 of the Property disturbed by such removal or relocation of soil, sand, gravel or rock shall  
9 be restored to its baseline condition as soon as reasonably possible thereafter. No  
10 removed materials may be sold commercially.

11 G. Fences. Grantor may construct and maintain fences on the Property, provided that the  
12 design and location shall minimize damage to deer and other wildlife, and shall not  
13 adversely impact the Conservation Values of the Property.

14 H. Chemical Uses. Chemicals may be used on the Property in the amounts and with the  
15 frequency constituting the minimum necessary to accomplish reasonable ecological  
16 objectives including weed control. The use of such chemicals shall be consistent with all  
17 applicable federal, state, and local laws, rules and regulations, and shall be conducted in  
18 such a manner as to minimize the adverse effect on the Conservation Values of the  
19 Property and to avoid impairment of the natural ecosystem.

20 I. Commercial Recreation. Grantor presently provides use of portions of the Property  
21 during parts of the year to a commercial school for non-powered, non-towed, human  
22 flight – paragliding, speed-flying and other derivative sports (collectively “Gliding”).  
23 Launch and landing sites are shown on attached Exhibit B. Gliding may continue at  
24 Grantor’s discretion in the current manner and intensity. Any change in powering  
25 methods or increase in launch/landing sites is prohibited without prior written approval of  
26 Grantee based on consideration of the extent to which such increase would have adverse  
impact on the Conservation Values of the Property.

J. Non-commercial Recreation.

1. Grantor Recreation: Grantor reserves certain non-commercial recreation rights  
on the Property for Grantor and Grantor's family, friends and guests (“Friends  
and Family”). Grantor may extend some or all of these Friends and Family non-  
commercial recreation rights on the Property to any lineal descendants of Jabe  
Blumenthal who directly or indirectly own any of the adjoining properties shown  
on shown on Exhibit “B-4” and legally described on Exhibit “E-2”, provided that  
such activities are conducted in a manner and intensity that does not adversely  
impact the Conservation Values of the Property. Friends and Family permitted  
recreation includes:

a. Gliding, hiking, biking, and observing wildlife, using powered bikes,  
motorcycles, or all-terrain vehicles on roads and trails on the Property,  
and snow-based activities on roads, trails, and other adequately snow-

1 covered surfaces in winter; provided that such activities are conducted in  
2 a manner and intensity that does not adversely impact the Conservation  
3 Values of the Property. Except as necessary to accomplish the uses and  
4 activities set forth in this Section VIII, and subject to the limitations  
5 under Section IX, paragraph L, no motorized vehicles, recreational or  
6 otherwise, are allowed outside existing roads and trails.

7  
8 b. Dog-walking on roads and trails as long as the dogs are under  
9 demonstrable control of some kind, either mechanical, electronic or  
10 voice, provided that such activities are conducted in a manner and  
11 intensity that does not unduly impact wildlife or spread weeds.

12 c. Consistent with federal, state and local rules and regulations, for twenty  
13 (20) years from the date of this Conservation Easement, Friends and  
14 Family may harvest up to three (3) deer per year, in the aggregate,  
15 provided that if this activity is leading to depletion of a stable deer  
16 population on the Property, Grantee and Grantor will negotiate a  
17 reasonable and appropriate decrease in the permissible harvest.

18  
19 2. Public Recreation: Grantor and Grantee may provide opportunities for non-  
20 motorized recreation to the general public only on roads, trails and other areas as  
21 may be specified in a mutually accepted Recreation Management Agreement and  
22 trail use license from time to time updated and signed by both parties, provided  
23 that such activities are conducted in a manner and intensity that does not  
24 adversely impact the Conservation Values of the Property.

25 K. Removal of Trees and Other Vegetation.

26 1. Grantor may prune, cut down, or remove trees and other plants and mow for  
Recreation uses and Gliding launch and landing locations, and for fire safety  
around roads and trails on the Property, in accordance with sound conservation  
management practices or to control or prevent hazard, disease, fire or the spread  
of non-native invasive plants or to establish or enhance wildlife habitats,  
provided, such activity does not interfere with the Conservation Values of the  
Property.

2. Upon approval of a Forest Stewardship Plan approved by Grantor and Grantee,  
Grantor may harvest timber for building materials or collection of firewood for  
Grantor's use on the Property or on adjacent properties listed in Exhibit "E-2",  
and any excess may be sold at fair market value to offset expenses of  
implementing the Forest Stewardship Plan.

L. Signage. Grantor may place signs on the Property to state the conditions of access to the  
Property, provided that such signs are located to preserve, as much as possible, the  
Conservation Values of the Property. Signage is subject to the following limitations:

1. Signs shall not be artificially illuminated, except by prior written approval of  
Grantee.

1 2. Signs shall not exceed sixteen (16) square feet in size and shall not stand more  
2 than ten (10) feet above the local ground area, except by prior written approval of  
Grantee. Signs may be mounted separately or several displayed on a kiosk.

3 3. Signs shall not be used for commercial advertising, except for advertising the  
4 selling or leasing of the Property, unless with prior written approval of Grantee.

5 M. Protection of Public Health or Safety. Grantor may engage in other activities necessary  
6 to protect public health or safety on the Property, or that are actively required by and  
7 subject to compulsion of any governmental agency with authority to require such activity;  
8 provided that any such activity shall be conducted so that interference with the  
Conservation Values of the Property is avoided, or, if avoidance is not possible,  
9 minimized to the extent possible.

10 N. Stewardship Activities. The undertaking of any activity performed pursuant to the  
11 Stewardship Plan covering the Property and agreed to by Grantor and Grantee shall be  
deemed to be permitted activity.

12 **IX. USES AND ACTIVITIES INCONSISTENT WITH THE PURPOSE OF THE**  
13 **EASEMENT**

14 A. General. Any use of, or activity on, the Property inconsistent with the Purpose of the  
15 Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct,  
16 engage in or permit any such use or activity. Without limiting the generality of the  
17 foregoing, the following uses of, or activities on, the Property, though not an exhaustive  
18 list of inconsistent uses or activities, are inconsistent with the purposes of this Easement  
19 and are prohibited, except as expressly provided in Section VIII.

20 B. Subdivision. The legal or "de facto" division, subdivision or partitioning of the Property,  
21 which shall include, but not be limited to, any subdivision, short subdivision, platting,  
22 binding site plan, testamentary division, or other process by which the Property is divided  
23 into lots or conveyed to separate owners. Lot lines may be eliminated to reduce the  
number of parcels on the Property.

24 C. Construction and Placement of Structures, Roads and Utilities. The placement or  
25 construction of improvements of any kind including, without limitation, roads, logging  
26 roads, skid trails, loading areas, parking lots, buildings, structures, trailers, and utilities,  
except as expressly provided in Section VIII, or by prior written approval of Grantee.

D. Harvesting of Forest Resources. Harvesting of timber, firewood or any other forest  
resources, except as expressly provided in Section VIII.

E. Alteration of Land. The alteration of the surface of the land, including, without  
limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as  
necessary for uses expressly permitted in Section VIII and provided that it is conducted in  
a manner and intensity that does not adversely impact the Conservation Values of the  
Property.



- 1 H. Removal of Trees and Other Vegetation. The pruning, cutting down, or other destruction  
2 or removal of live and dead trees and other vegetation located in the Property, except to  
3 preserve, protect or enhance the Conservation Values of the Property.
- 4 I. Waste Disposal. The disposal or storage of rubbish, garbage, debris, unregistered vehicles,  
5 abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or  
6 material on the Property.
- 7 J. Mining. The exploration for, or development and extraction of, minerals and hydrocarbons  
8 on or below the surface of the Property.
- 9 K. Vehicles. Except as expressly permitted in Section VIII, the operation of motorized  
10 vehicles, including construction equipment, automobiles, all-terrain vehicles, dune  
11 buggies, motorcycles, snow mobiles, or any other type of motorized vehicles outside roads  
12 and trails.
- 13 L. Domesticated Animals. Except as otherwise provided herein, the breeding and raising of  
14 dogs, cats, birds, or other animals, in a manner or intensity that would have a detrimental  
15 effect on the Conservation Values of the Property, including but not limited to wildlife,  
16 including deer and birds.
- 17 M. Introduced Plants and Animals. The introduction of nonnative invasive species on the  
18 Property, except as otherwise provided in Section VIII, or upon the prior consent of  
19 Grantee.
- 20 N. Livestock Grazing. There shall be no livestock grazing, including cattle and/or horses on  
21 the Property, unless Grantee provides prior written consent. Grantor shall notify Grantee,  
22 develop a grazing plan, and seek permission from Grantee in writing prior to the  
23 introduction of livestock on the property. Any grazing plan, and the grazing practices  
24 implemented by Grantor under the plan, must at a minimum maintain natural resources to  
25 the state documented by the Baseline Report and must maintain these resources in a  
26 condition that is consistent with protection of the Conservation Values. If Grantor does not  
propose a grazing plan that is acceptable to Grantee, or the conditions degrade and fail to  
recover to conditions similar to those described in the Baseline Report, Grantee may  
require Grantor to cease all grazing until conditions recover and to pursue any and all other  
remedies for violation of breach of this Easement, as provided to Grantee under Section  
XIII hereof.

**X. AFFIRMATIVE OBLIGATIONS AND COMMITMENTS**

- 23 A. Stewardship Plan. To further the Purpose of this Easement, Grantor and Grantee have  
24 prepared and may revise from time to time a plan for stewardship of the Property, which  
25 plan shall describe activities mutually agreed to by Grantor and Grantee to preserve,  
26 protect, and enhance the original and natural conditions of the Property.

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**X. AFFIRMATIVE OBLIGATIONS AND COMMITMENTS**

- A. Stewardship Plan. To further the Purpose of this Easement, Grantor and Grantee have prepared and may revise from time to time a plan for stewardship of the Property, which plan shall describe activities mutually agreed to by Grantor and Grantee to preserve, protect, and enhance the original and natural conditions of the Property.
- B. Invasive Non-Native Species. Grantor and Grantee commit to work together over the coming years to explore and implement reasonable methods of controlling invasive non-native species on the Property.
- C. Native Species. Grantor and Grantee commit to work together over the coming years to encourage the establishment of appropriate native species on the Property.

**XI. NOTICE AND APPROVAL**

- A. Notice. Grantor shall notify and receive Grantee’s written approval prior to undertaking any action listed in Sections VIII and IX as requiring such permission. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted uses and activities is to afford Grantee an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the purposes of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.
- B. Approval. Where Grantee’s approval is required, Grantee shall grant or withhold its approval in writing within thirty (30) days after receipt of Grantor’s written request for approval. Grantee’s approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purposes of this Easement. Grantee’s approval may include reasonable conditions, which must be satisfied in undertaking the proposed use or activity. If Grantor must undertake emergency action to protect health or safety on the Property or must act by and subject to compulsion of any governmental agency, Grantor may proceed with such action without Grantee’s approval, provided, Grantor shall notify Grantee if reasonably possible under the circumstances or as soon thereafter as reasonably possible. Grantee may extend the thirty (30) day period set forth above, when reasonably necessary and to the extent reasonably necessary (i) to request additional or supplemental information from Grantor as to the proposed use or activity, (ii) to complete such additional analysis or evaluation, including hiring necessary experts and obtaining the necessary research, to fully understand the nature and extent of the proposed activity or use, and/or (iii) where the impacts of such proposed use or activity on the Conservation Values of the Property are difficult to ascertain within the thirty (30) day period and more time is needed to complete such analysis (an “Extension”). Grantee shall provide written notice to Grantor

1 D. Addresses for Notices. Any notice, demand, request, consent, approval, or communication  
2 that either party desires or is required to give to the other shall be in writing either served  
3 personally, sent by certified mail, return receipt requested, postage prepaid, or by electronic  
communication addressed as follows:

4 To Grantor: Hay Canyon Ranch, L.L.C.  
Attn: Jabe Blumenthal  
5 3514 E. Columbia St.  
6 Seattle, WA 98122-5247

7 To Grantee: Chelan-Douglas Land Trust  
18 N. Wenatchee Avenue  
8 Wenatchee, WA 98801

9 or to such other address as either party from time to time shall designate by written notices  
to the other.

## 10 **XII. DISPUTE RESOLUTION**

11 If a dispute arises between the parties concerning the consistency of any proposed use or proposed  
12 activity with the purpose of this Easement, the parties shall meet together to discuss the dispute and  
attempt resolution. Thereafter, the parties agree to attempt to resolve any such disputes by  
13 negotiation and/or with a mutually agreed-upon mediator. However, if after 45 days these attempts  
are unsuccessful, upon demand by either party, all claims between the parties shall be referred for  
14 binding arbitration in accordance with the Washington Uniform Arbitration Act (RCW 7.04A et  
seq.). There shall be one arbitrator, whose decision shall be final, and binding, and judgment may  
15 be entered thereon. The arbitrator is authorized to restrict and/or limit discovery in the arbitrator's  
discretion, to that discovery reasonable under the circumstances considering the complexity of the  
16 matter and the amount in controversy. Each party waives any right to participate in a common or  
joint action against the other party, including consolidation of arbitrated claims. If arbitration is  
17 pursued, the substantially prevailing party shall be entitled, in addition to such other relief as may  
be granted, to a reasonable sum for all its costs and expenses related to such mediation or  
18 arbitration, including, without limitation, the fees and expenses of the mediator or arbitrator and  
attorney's fees, which shall be determined by the mediator or arbitrator or any court of competent  
19 jurisdiction that may be called upon to enforce or review the award. In the absence of special  
circumstances, such as an emergency or to prevent eminent harm to persons or the property, the  
20 parties agree not to proceed with the use or activity pending resolution of the dispute.

## 21 **XIII. GRANTEE'S REMEDIES**

22  
23 A. Notice of Violation, Corrective Action. If Grantee determines that Grantor is in violation  
of the terms of this Easement or that a violation is threatened, Grantee shall give written  
24 notice to Grantor 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  
25 activity inconsistent with the purpose of this Easement, to restore the portion of the  
Property so injured to its prior condition in accordance with a plan approved by Grantee.  
26

1 **XIII. GRANTEE'S REMEDIES**

2 A. Notice of Violation, Corrective Action. If Grantee determines that Grantor is in  
3 violation of the terms of this Easement or that a violation is threatened, Grantee shall give  
4 written notice to Grantor of such violation and demand corrective action sufficient to cure  
5 the violation and, where the violation involves injury to the Property resulting from any  
use or activity inconsistent with the purpose of this Easement, to restore the portion of the  
Property so injured to its prior condition in accordance with a plan approved by Grantee.

6 B. Grantor's Failure to Respond. Grantee may bring an action as provided in paragraph C,  
7 below, if Grantor:

- 8 1. Fails to cure the violation within thirty (30) days, or such additional time as  
necessitated by weather conditions ("Cure Period") after receipt of notice thereof  
9 from Grantee; or,
- 10 2. Under circumstances where the violation cannot reasonably be cured within the  
Cure Period, fails to begin curing such violation within the Cure Period and fails  
11 to continue diligently to cure such violation until finally cured.

12 C. Grantee's Action.

- 13 1. Injunctive Relief. Grantee may bring an action at law or in equity in a court  
having jurisdiction to enforce the terms of this Easement:
  - 14 a. To enjoin the violation, ex parte as necessary, by temporary or  
permanent injunction;
  - 15 b. To recover any damages to which it may be entitled for violation of the  
16 terms of this Easement or injury to any of the Conservation Values  
protected by this Easement, including damages for the loss of the  
17 Conservation Values; and
  - 18 c. To require the restoration of the Property to the condition that existed  
prior to any such injury.
- 19 2. Damages. Grantee shall be entitled to recover damages for violation of the terms  
20 of this Easement injurious to any Conservation Values protected by this  
Easement, including, without limitation, damages for the loss of scenic, aesthetic,  
21 or environmental values. Without limiting Grantor's liability in any way,  
Grantee, in its sole discretion, may apply any damages recovered to the cost of  
22 undertaking corrective or restoration action on the Property. All such actions for  
injunctive relief may be taken without Grantee being required to post bond or  
23 provide other security.

24 D. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances  
25 require immediate action to prevent or mitigate significant damage to the Conservation  
Values of the Property, Grantee may pursue its remedies under this Section without prior  
26 notice to Grantor or without waiting for the period provided for cure to expire; provided,

1 that Grantee shall first make a reasonable attempt under the circumstances to give  
2 verbal/telephone notice to Grantor of the violation and proposed action.

3 E. Scope of Relief. Grantee's rights under this Section apply equally in the event of either  
4 actual or threatened violations of the terms of this Easement. Grantor agrees that  
5 Grantee's remedies at law for any violation of the terms of this Easement are inadequate  
6 and that Grantee shall be entitled to injunctive and other relief to which Grantee may be  
7 entitled, including specific performance of the terms of this Easement, without the  
8 necessity of proving the inadequacy of otherwise available legal remedies. Grantee's  
9 remedies described in this paragraph shall be cumulative and shall be in addition to all  
10 remedies now or hereafter existing at law or in equity.

11 F. Liquidated Damages. Inasmuch as the actual damages to the Conservation Values of the  
12 Property which could result from a breach of this Easement by Grantor would be  
13 impractical or extremely difficult to measure, the parties agree that the money damages  
14 Grantee is entitled to recover shall be the following:

- 15 1. With respect to the construction of any improvement prohibited by this  
16 Easement, which is not subsequently removed and the Property restored to its  
17 previous condition within a reasonable amount of time specified by Grantee, then  
18 damages shall be an amount equal to the greater of (a) the actual cost of such  
19 improvement, or (b) the increase in the fair market value of the Property or of  
20 any other real property owned by Grantor attributable to such improvement; and
- 21 2. With respect to any use or activity prohibited by this Easement, whether or not  
22 involving the construction or maintenance of an improvement, an amount equal  
23 to any economic gain realized by Grantor and/or any other party, commencing  
24 from the date of breach; provided, however, that if timber, logs or any other  
25 forest products are harvested or are removed in violation of the terms of this  
26 Easement, the amount determined under this Section shall be equal to three times  
the greater of (a) the actual sales price realized upon disposition of such  
harvested timber, logs or other forest products, or (b) the current market price of  
such harvested timber, logs or other forest products as of the date of breach; and
3. Any other damages allowable under Washington law, including, but not limited  
to, restoration of lost or damaged Conservation Values.
4. For purposes of this paragraph F and its subparagraphs, term "improvement"  
shall include any Structure prohibited by this Easement;

27 G. Costs of Enforcement. In the event Grantee must enforce the terms of this Easement, the  
28 costs of restoration and Grantee's reasonable enforcement expenses, including attorneys'  
29 and consultants' fees, shall be borne by Grantor if Grantee prevails in such enforcement  
30 effort.

31 H. Grantee's Forbearance. Enforcement of the terms of this Easement shall be at the  
32 discretion of Grantee, and any forbearance by Grantee to exercise its rights under this  
33 Easement in the event of any breach of any terms of this Easement by Grantor, its agents,

1 employees, contractors, family members, invitees or licensees shall not be deemed or  
2 construed to be a waiver by Grantee of such term of any of Grantee's rights under this  
3 Easement. Except as otherwise provided herein, no delay or omission by Grantee in the  
4 exercise of any right or remedy upon any breach by Grantor shall impair such right or  
5 remedy or be construed as a waiver.

6 I. Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this  
7 Easement and has consulted with and been advised by counsel of its terms and  
8 requirements. In full knowledge of the provisions of this Easement, Grantor hereby  
9 waives any claim or defense it may have against Grantee or its successors or assigns in  
10 interest under or pertaining to this Easement based upon waiver, laches, estoppel, or  
11 prescription.

12 J. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed  
13 to entitle Grantee to bring any action against Grantor to abate, correct, or restore any  
14 condition on the Property or to recover damages for any injury to or change in the  
15 Property resulting from causes beyond Grantor's control, including, without limitation,  
16 fire, flood, storm, and earth movement, or for acts of trespassers, or from any prudent  
17 action taken by Grantor under emergency conditions to prevent, abate, or mitigate  
18 significant injury to the Property resulting from such causes.

19 K. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days  
20 execute and deliver to Grantor or to any party designated by Grantor any document,  
21 including an estoppel certificate that certifies, to the best of Grantee's knowledge,  
22 Grantor's compliance or lack thereof with any obligation of Grantor contained in this  
23 Easement and otherwise evidences the status of this Easement. Such certification shall be  
24 limited to the condition of the Property as of Grantee's most recent inspection. If Grantor  
25 requests more current documentation, Grantee shall conduct an inspection, at Grantor's  
26 expense, within thirty (30) days after receipt of Grantor's written request.

**XIV. COSTS, LIABILITIES, TAXES, ENVIRONMENTAL**

27 A. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and  
28 liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the  
29 Property, including the maintenance of any insurance coverage desired by Grantor.  
30 Grantor and Grantee release and relieve the other, and waive their entire right to recover  
31 for loss or damage to the extent that the loss or damage is covered by the injured party's  
32 insurance. This waiver applies whether or not the loss is due to the negligent acts or  
33 omissions of Grantor or Grantee. Grantor remains solely responsible for obtaining any  
34 applicable governmental permits and approval for any construction or other activity or  
35 use permitted by this Easement, and all such construction or other activity or use shall be  
36 undertaken in accordance with all applicable federal, state, and local laws, regulations,  
37 and requirements. Grantor shall make every reasonable effort to keep the Property free  
38 of any liens arising out of any work performed for, material furnished to, or obligations  
39 incurred by Grantor.

1 B. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, charges of  
2 whatever description levied on or assessed against the Property by competent authority  
3 (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this  
4 Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.  
5 If Grantor fails to pay any taxes when due, Grantee is authorized, but in no event  
6 obligated, to make or advance such payment of taxes upon three (3) days prior written  
7 notice to Grantor, in accordance with any bill, statement, or estimate procured from the  
8 appropriate authority, without inquiry into the validity of the taxes or the accuracy of the  
9 bill, statement or estimate, and the obligation created by such payment shall bear interest  
10 until paid by Grantor at the maximum rate allowed by law.

11 C. Representations and Warranties. Grantor represents and warrants that to the best of  
12 Grantor's actual knowledge:

- 13 1. There are no apparent or latent defects in or on the Property;
- 14 2. Grantor and the Property are in compliance with all federal, state, and local laws,  
15 regulations and requirements applicable to the Property and its use;
- 16 3. There has been no release, dumping, burying, abandonment, or migration from  
17 off-site on the Property of any substances, materials, or wastes which are  
18 hazardous, toxic, dangerous, harmful or are designated as, or contain components  
19 which are, or are designated as, hazardous, toxic, dangerous, or harmful and/or  
20 which are subject to regulation as hazardous, toxic, dangerous, or harmful and/or  
21 as a pollutant by any federal, state or local law, regulation, statute, or ordinance;
- 22 4. Neither Grantor nor Grantor's predecessors in interest have disposed of any  
23 hazardous substances off-site, nor have they disposed of substances at sites  
24 designated or proposed to be designated as federal or state Superfund (42 U.S.C.  
25 Par 9601 et seq.) or state Model Toxics Control Act (RCW 70.105D.010 et seq.)  
26 ("MTCA") sites; and
5. There is no pending or threatened litigation affecting the Property or any portion  
of the Property that will materially impair the Conservation Values of any portion  
of the Property. No civil or criminal proceedings have been instigated or are  
pending against Grantor or its predecessors by government agencies or third  
parties arising out of alleged violations of environmental laws, and neither  
Grantor nor its predecessors in interest have received any notices of violation,  
penalties, claims, demand letters, or other notifications relating to a breach of  
environmental laws.

D. Remediation. If at any time, there occurs, or has occurred, a release in, on, or about the  
Property of any substance now or hereafter defined, listed, or otherwise classified,  
pursuant to any federal, state, or local law, regulation, or requirement as, toxic or  
dangerous to the air, water, or soil, or in any other way harmful or threatening to human  
health or environment, Grantor agrees, to the extent Grantor is legally required, to take all  
steps necessary to assure its containment and remediation, including any cleanup that  
may be required, unless the release was caused by Grantee, in which case Grantee is  
responsible for remediation.



1 E. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a  
2 judicial decree, to any right or ability in Grantee to exercise physical or managerial  
3 control over the day-to-day operations of the Property, of any of Grantor's activities on  
4 the Property, or otherwise to become an operation with respect to the Property within the  
meaning of the Comprehensive Environmental Response Compensation and Liability Act  
of 1980, as amended ("CERCLA"), and MTCA.

5 F. Grantor's Indemnification. Grantor agrees to release and hold harmless, indemnify, and  
6 defend Grantee and its members, directors, officers, employees, agents, and contractors  
7 and the personal representatives, heirs, successors, and assigns of each of them  
8 (collectively "Indemnified Parties") from and against all liabilities, penalties, costs,  
losses, damages, expenses, causes of action, claims, demands or judgments, including,  
without limitation, reasonable attorney's fees, arising from or in any way connected with:

9 1. Injury to or the death of any person, or physical damage to the Property or any  
10 personal property, resulting from any act, omission, condition, or other matter  
related to or occurring on or about the Property, to the extent of Grantor's fault as  
determined by an arbitrator or a court of law; and

11 2. The obligations, covenants, representations and warranties in paragraphs A, B, C,  
12 and D of this Section.

13 G. Grantee's Indemnification. Grantee shall hold harmless, indemnify, and defend Grantor  
14 and its members, managers, employs agents, and contractors and the personal  
15 representatives, heirs, successors, and assigns of each of them (collectively "Indemnified  
16 Parties") from and against all liabilities, penalties, costs, losses, damages, expenses,  
17 causes of action, claims, demands, or judgments, including, without limitation,  
18 reasonable attorneys' fees, arising from or in any way connected with injury to or the  
19 death of any person, or physical damage to any property, resulting from any act,  
omission, condition, or other matter related to or occurring on or about the Property that  
20 is a consequence of Grantee's actions or the actions of Grantee's members, directors,  
officers, employees, agents or contractors, to the extent of Grantee's fault as determined  
21 by an arbitrator or a court of law; except that this indemnification does not apply to any  
22 liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands,  
23 or judgments arising from recreation activities permitted under Section VIII.

## 24 XV. SUBSEQUENT TRANSFER OR EXTINGUISHMENT

25 A. Extinguishment. This Easement may not be terminated or extinguished, either in whole  
26 or in part, except under one or more of the following circumstances:

1. Upon petition by one or all of the parties, if a court having jurisdiction over this  
Easement determines by judicial proceedings that circumstances have rendered  
the Purpose of this Easement impossible to achieve.

2. All or any of the Property is taken by exercise of the power of eminent domain or  
acquired in lieu of condemnation, whether by public, corporate, or other  
authority.

1 B. Valuation. This Easement constitutes a real property interest immediately vested in  
2 Grantee, which, for the purpose of Section XV, paragraph A of this Easement, the parties  
3 stipulate that the fair market value of the Easement has been determined by an appraisal of  
4 the Property. The value of the Property unencumbered by the Easement is Two Million  
5 five hundred forty thousand ~~ten~~ dollars (~~\$2,510,000~~ \$2,540,000) ("Before Value"), and the  
6 value of the Property encumbered by the Easement is Four hundred eighty thousand  
7 (\$480,000) ("After Value"). The difference between the Before Value and the After Value  
8 is the fair market value of the Easement at the time of the grant of this Easement  
9 ("Easement Value"), which is Two Million ~~thirty~~ sixty thousand dollars (~~\$2,030,000~~  
10 \$2,060,000). The ratio of the Easement Value to the Before Value is ~~80.9%~~ 81.1% (the  
11 "Value Ratio"). Grantee is paying Grantor \$500,000 of the Easement Value ("Easement  
12 Bargain Sale") provided pursuant to the Notice of Grant Agreement, Exhibit "F", and  
13 Grantor is donating the ~~\$1,530,000~~ \$1,560,000 balance of the Easement Value as an  
14 unconditional gift (the "Gift"). The ratio of the Bargain Sale to the Easement Value is  
15 24.6% 24.3% ("Funder Compensation Ratio). For the purposes of this paragraph, the  
16 Value Ratio and the Funder Compensation Ratio shall remain constant.

17 C. Condemnation. If all or any of the Property is taken by exercise of the power of eminent  
18 domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or  
19 other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee  
20 shall act jointly to recover the full value of the interest in the Property subject to the taking  
21 or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu  
22 purchase. All expenses reasonably incurred by Grantor and Grantee in connection with the  
23 taking or in lieu purchase shall be paid out of the amount recovered. Except as provided by  
24 applicable law, Grantor and Grantee agree that Grantee's share of the balance of the amount  
25 recovered shall be determined by multiplying that balance by the Value Ratio set forth in  
26 Section XV paragraph B above, and Grantee's obligation under the Notice of Grant  
Agreement is determined by multiplying the Grantee's Share by the Funder Compensation  
Ratio.

D. Application of Proceeds. Grantee shall use any proceeds received under the circumstances  
described in this Section XV in a manner consistent with its conservation purposes, which  
are exemplified by the Easement.

E. Subsequent Transfers. Grantor agrees to:

1. Incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including without limitation, a leasehold interest;
2. Describe this Easement in and append it to, any executory contract for the transfer of any interest in the Property;
3. Give written notice to Grantee of the transfer of any interest in all or a portion of the Property no later than twenty-one (21) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.

AS TO ALL  
JB  
2/6/18  
J  
2/13/18

- 1 B. Valuation. This Easement constitutes a real property interest immediately vested in  
2 Grantee, which, for the purpose of Section XV, paragraph A of this Easement, the parties  
3 stipulate that the fair market value of the Easement has been determined by an appraisal  
4 of the Property. The value of the Property unencumbered by the Easement is Two  
5 Million five hundred thousand ten dollars (\$2,510,000) ("Before Value"), and the value  
6 of the Property encumbered by the Easement is Four hundred eighty thousand (\$480,000)  
7 ("After Value"). The difference between the Before Value and the After Value is the fair  
8 market value of the Easement at the time of the grant of this Easement ("Easement  
9 Value"), which is Two Million thirty thousand dollars (\$2,030,000). The ratio of the  
10 Easement Value to the Before Value is 80.9% (the "Value Ratio"). Grantee is paying  
11 Grantor \$500,000 of the Easement Value ("Easement Bargain Sale") provided pursuant  
12 to the Notice of Grant Agreement, Exhibit "F", and Grantor is donating the \$1,530,000  
13 balance of the Easement Value as an unconditional gift (the "Gift"). The ratio of the  
14 Bargain Sale to the Easement Value is 24.6% ("Funder Compensation Ratio). For the  
15 purposes of this paragraph, the Value Ratio and the Funder Compensation Ratio shall  
16 remain constant.
- 17 C. Condemnation. If all or any of the Property is taken by exercise of the power of eminent  
18 domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or  
19 other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee  
20 shall act jointly to recover the full value of the interest in the Property subject to the  
21 taking or in lieu purchase and all direct or incidental damages resulting from the taking or  
22 in lieu purchase. All expenses reasonably incurred by Grantor and Grantee in connection  
23 with the taking or in lieu purchase shall be paid out of the amount recovered. Except as  
24 provided by applicable law, Grantor and Grantee agree that Grantee's share of the  
25 balance of the amount recovered shall be determined by multiplying that balance by the  
26 Value Ratio set forth in Section XV paragraph B above, and Grantee's obligation under  
the Notice of Grant Agreement is determined by multiplying the Grantee's Share by the  
Funder Compensation Ratio.
- D. Application of Proceeds. Grantee shall use any proceeds received under the  
circumstances described in this Section XV in a manner consistent with its conservation  
purposes, which are exemplified by the Easement.
- E. Subsequent Transfers. Grantor agrees to:
1. Incorporate the terms of this Easement by reference in any deed or other legal  
instrument by which it divests itself of any interest in all or a portion of the  
Property, including without limitation, a leasehold interest;
  2. Describe this Easement in and append it to, any executory contract for the  
transfer of any interest in the Property;
  3. Give written notice to Grantee of the transfer of any interest in all or a portion of  
the Property no later than twenty-one (21) days prior to the date of such transfer.  
Such notice to Grantee shall include the name, address, and telephone number of  
the prospective transferee or the prospective transferee's representative.

1 The failure of Grantor to perform any act required by this paragraph E and its  
2 subparagraphs shall not impair the validity of this Easement or limit its enforceability in  
3 any way.

#### 4 **XVI. AMENDMENT**

5 If circumstances arise under which an amendment to or modification of this Easement would be  
6 appropriate consistent with Grantee's policies, Grantor and Grantee may jointly amend this  
7 Easement; provided that no amendment shall be allowed that shall affect the qualification of this  
8 Easement or the status of Grantee under any applicable laws, including but not limited to RCW  
9 64.04.130, Chapter 84.34 RCW, or Sections 501(c)(3) and 170(h) of the Internal Revenue Code  
10 of 1986, as amended (or any successor provisions(s) then applicable). Any such amendment shall  
11 be consistent with the Purpose of this Easement, shall not affect its perpetual duration, shall be in  
12 accordance with the Assignment of Rights referred to in Section XVII and shall be recorded in  
13 the official records of Chelan County, Washington, and any other jurisdiction in which such  
14 recording is required.

#### 15 **XVII. ASSIGNMENT AND SUCCESSION**

16 A. Assignment. This Easement is transferable by Grantee, only to an organization that is a  
17 qualified organization at the time of transfer under Section 170(h) of the Internal  
18 Revenue Code of 1986, as amended (or any successor provision then applicable), and the  
19 applicable regulations promulgated thereunder, and authorized to acquire and hold  
20 conservation easements under RCW 64.04.130 or RCW 84.34.250 (or any successor  
21 provision(s) then applicable). As a condition of such transfer, Grantee shall require that  
22 the Conservation Purposes that this Easement is intended to advance continue to be  
23 carried out by the transferee. Grantee shall notify Grantor in writing, at Grantor's last  
24 known address, in advance of such assignment. The failure of Grantee to give such  
25 notice shall not affect the validity of such assignment nor shall it impair the validity of  
26 this Easement or limit its enforceability in any way.

18 B. Succession. If at any time it becomes impossible for Grantee to ensure compliance with  
19 the covenants, terms, conditions and restrictions contained in this Easement and Grantee  
20 has not named a successor organization, or Grantee shall cease to exist or to be a  
21 "qualified organization" under Section 170(h) of the Internal Revenue Code of 1986, as  
22 amended (or any successor provision then applicable) or to be authorized to acquire and  
23 hold conservation easements under RCW 64.04.130 and RCW 84.34.250 (or any  
24 successor provision(s) then applicable), then Grantee's rights and obligations under this  
25 Easement shall become vested and fall upon such other entity, with purposes similar to  
26 the Chelan-Douglas Land Trust constituting a "qualified organization" within the  
meaning of the Code (or corresponding provision of any future statute), provided that if  
such vesting is deemed to be void under the Rule Against Perpetuities, the rights and  
obligations under this Easement shall vest in such organization as a court of competent  
jurisdiction shall direct, pursuant to the applicable Washington law and the Code (or  
corresponding provision of any future statute) and with due regard to the purposes of this  
Easement.

1 **XVIII. RECORDATION**

2 Grantee shall record this instrument in a timely fashion in the official records of Chelan County,  
3 Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may  
4 be required to preserve its rights in this Easement.

5 **XIX. GENERAL PROVISIONS**

6 A. Effective Date. The Effective Date of this Easement shall be the date on which Grantor  
7 executed this Easement.

8 B. Controlling Law. The interpretation and performance of this Easement shall be governed  
9 by the laws of the State of Washington.

10 C. Liberal Construction. Any general rule of construction to the contrary notwithstanding,  
11 this Easement shall be liberally construed in favor of the grant to effect the purpose of  
12 this Easement and the policy and purpose of RCW 64.04.130 and Chapter 84.34.RCW.  
13 If any provision in this instrument is found to be ambiguous, an interpretation consistent  
14 with the purpose of this Easement that would render the provision valid shall be favored  
15 over any interpretation that would render it invalid.

16 D. Severability. If any provision of this Easement, or its application to any person or  
17 circumstance, is found to be invalid, the remainder of the provisions of this Easement, or  
18 the application of such provision to persons or circumstances other than those as to which  
19 it is found to be invalid, as the case may be, shall not be affected.

20 E. Entire Agreement. This instrument sets forth the entire agreement of the parties with  
21 respect to the Property and supersedes all prior discussions, negotiations, understandings,  
22 or agreements between Grantor and Grantee relating to the Property, all of which are  
23 merged into this Easement. No alteration or variation of this instrument shall be valid or  
24 binding unless contained in an amendment that complies with Section XVI.

25 F. No Forfeiture. Nothing contained in this Easement will result in a forfeiture or reversion  
26 of Grantor's title in any respect.

G. "Grantor" - "Grantee". The terms "Grantor" and "Grantee," wherever used in this  
Easement, and any pronouns used in their place, shall be held to mean and include,  
respectively the above-named Grantor, and its successors, and assigns, and the above-  
named Grantee, and its successors and assigns.

H. Number; Gender; Permissive Versus Mandatory Usage. Where the context permits,  
references to the singular shall include the plural and vice versa, and to the neuter gender  
shall include the feminine and masculine. Use of the word "may" shall denote an option  
or privilege and shall impose no obligation upon the party which may exercise such  
option or privilege; use of the word "shall" shall denote a duty or an obligation.

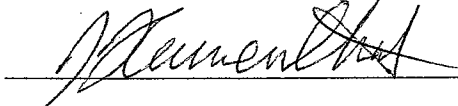
- 1 I. Captions and Construction. The captions in this Easement are for the convenience of the  
2 reader and are not to be considered in the interpretation of its terms.
- 3 J. Successors and Assigns. The covenants, terms, conditions, and restrictions of this  
4 Easement shall be binding upon, and inure to the benefit of, the parties to this Easement  
5 and their respective successors, and assigns, and shall continue as a servitude running in  
6 perpetuity with the Property.
- 7 K. Termination of Rights and Obligations. A party's rights and obligations under this  
8 Easement terminate upon transfer of the party's interest in the Easement or Property,  
9 except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 10 L. Counterparts. The parties may execute this instrument in two or more counterparts,  
11 which shall, in the aggregate, be signed by both parties. Each counterpart shall be  
12 deemed an original instrument as against any party who has signed it. In the event of any  
13 disparity between the counterparts produced, the recorded counterpart shall be  
14 controlling.
- 15 M. Authority. The individuals signing below, if signing on behalf of any entity, represent  
16 and warrant that they have the requisite authority to bind the entity on whose behalf they  
17 are signing.
- 18 N. Independent Counsel. Grantor has been represented by Lorri Dunsmore, Perkins Coie,  
19 LLP.. Grantee has been represented by Todd Kiesz, Jeffers, Danielson, Sonn & Aylward,  
20 P.S..  
21  
22  
23  
24  
25  
26

1 **TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.

2 **IN WITNESS WHEREOF**, the undersigned Grantor has executed this instrument.

3  
4 "GRANTOR"

5 HAY CANYON RANCH, L.L.C  
6 A Washington limited liability Company,  
7 FKA "H.C. Ranch, L.L.C."

8   
9 By: JABE BLUMENTHAL

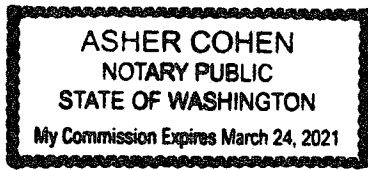
10 Its: OWNER / MANAGER

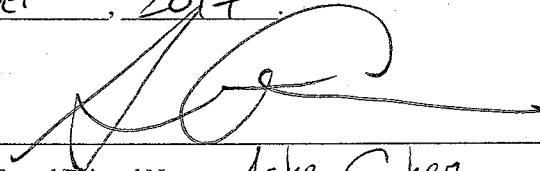
11 Date: 12/26/2017

12  
13 STATE OF WASHINGTON )  
14 COUNTY OF King ) ss.

15 I certify that I know or have satisfactory evidence that Jabe Blumenthal is the person who appeared  
16 before me and said person acknowledged that he/she signed this instrument, and on oath stated that he was  
17 authorized to execute the instrument and acknowledged it, as the Owner/Manager of HAY  
CANYON RANCH L.L.C., a Washington limited liability Company, to be the free and voluntary act of  
such party for the uses and purposes mentioned in the instrument.

18 Dated this 26th day of December, 2017.

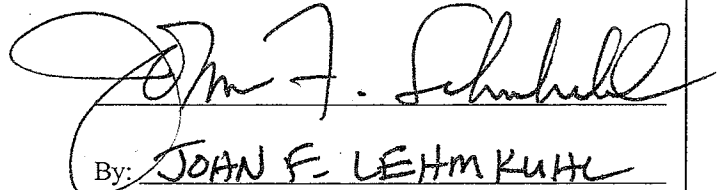


19  
20   
21 Typed/Printed Name Asher Cohen  
22 NOTARY PUBLIC  
23 In and for the State of Washington  
24 My appointment expires March 24, 2021

1 THE CHELAN-DOUGLAS LAND TRUST does hereby accept the above Grant Deed of Conservation  
2 Easement.

3 "GRANTEE"

4 CHELAN-DOUGLAS LAND TRUST  
5 A Washington Public Benefit Corporation

6 

7 By: JOAN F. LEHMKUHL

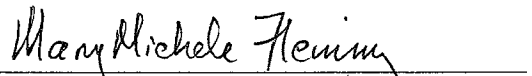
8 Title: President, Board Directors

9 Date: Dec. 26, 2017

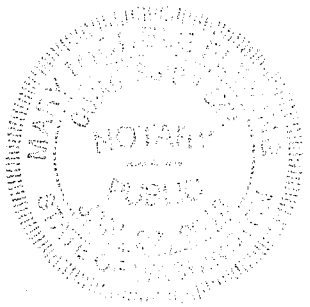
10  
11 STATE OF WASHINGTON )  
12 ) ss.  
13 COUNTY OF Chelan )

14 I certify that I know or have satisfactory evidence that John F. Lehmkuhl is the person who appeared  
15 before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was  
16 authorized to execute the instrument and acknowledged it, as the Board President of CHELAN-  
17 DOUGLAS LAND TRUST, a Washington public benefit corporation, to be the free and voluntary act of  
18 such party for the uses and purposes mentioned in the instrument.

19 Dated this 26<sup>th</sup> day of December, 2017.

20 

21 Typed/Printed Name MARY MICHELE FLEMING  
22 NOTARY PUBLIC  
23 In and for the State of Washington  
24 My appointment expires January 27, 2018





## **Exhibit "A" Legal Description of Parcels in Conservation Easement Property**

**LEGAL DESCRIPTION:** Real property in the County of Chelan, State of Washington, described as follows:

**PARCEL A:**

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

**PARCEL B:**

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

**PARCEL C:**

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M. CHELAN COUNTY, WASHINGTON.

**PARCEL D:**

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON. THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON. THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON. THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY.

**PARCEL E:**

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M. TOGETHER WITH THE WEST HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

ALSO KNOWN AS LOT C OF CHELAN COUNTY BOUNDARY LINE ADJUSTMENT 2008-131 RECORDED NOVEMBER 21, 2008 UNDER AUDITOR'S FILE NO. 2293587.

**PARCEL F:**

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

**PARCEL G:**

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

## Exhibit "A" Legal Description of Parcels in Conservation Easement Property

### PARCEL H:

ALL OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

TOGETHER WITH ALL OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19 E.W.M., CHELAN COUNTY WASHINGTON.

EXCEPT THE FOLLOWING DESCRIBED PARCELS A & B, LYING IN SAID SECTION 21; BASIS OF BEARING ASSUMED BASED ON THE DEPENDENT RESURVEY OF TOWNSHIP 24 NORTH, RANGE 19, E.W.M., FILED APRIL 10, 1939, OFFICE OF THE G.L.O..

PARCEL "A" IN THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP MONUMENT; THENCE SOUTH ALONG THE WEST LINE OF SECTION 21 A DISTANCE OF 1493.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST LINE OF SECTION 21 A DISTANCE OF 845.07 FEET; THENCE NORTH 54°27'37" EAST A DISTANCE OF 2140.26 FEET; THENCE NORTH 36°37'22" WEST ON A LINE BETWEEN THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET; THENCE SOUTH 72°23'08" WEST A DISTANCE OF 1737.86 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL "B" IN THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP MONUMENT; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 2315.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE 348.12 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 896.69 FEET; THENCE SOUTH 02°18'53" WEST A DISTANCE OF 1009.73 FEET; THENCE NORTH 87°18'04" WEST BEING SOUTH OF AND PARALLEL WITH AND 1009.71 FEET DISTANT FROM AT RIGHT ANGLES THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 1750.56 FEET; THENCE NORTH 36°37'22" WEST BETWEEN THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET; THENCE NORTH 40°45'53" WEST A DISTANCE OF 285.31 FEET; THENCE NORTH 52°09'25" EAST A DISTANCE OF 1046.68 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL C OF CHELAN COUNTY BOUNDARY LINE ADJUSTMENT 2017-393 RECORDED DECEMBER 11, 2017 UNDER AUDITOR'S FILE NO. 2470044.

### PARCEL I:

INTENTIONALLY DELETED.

## **Exhibit "A" Legal Description of Parcels in Conservation Easement Property**

### **PARCEL J:**

INTENTIONALLY DELETED.

### **PARCEL K:**

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

### **PARCEL L:**

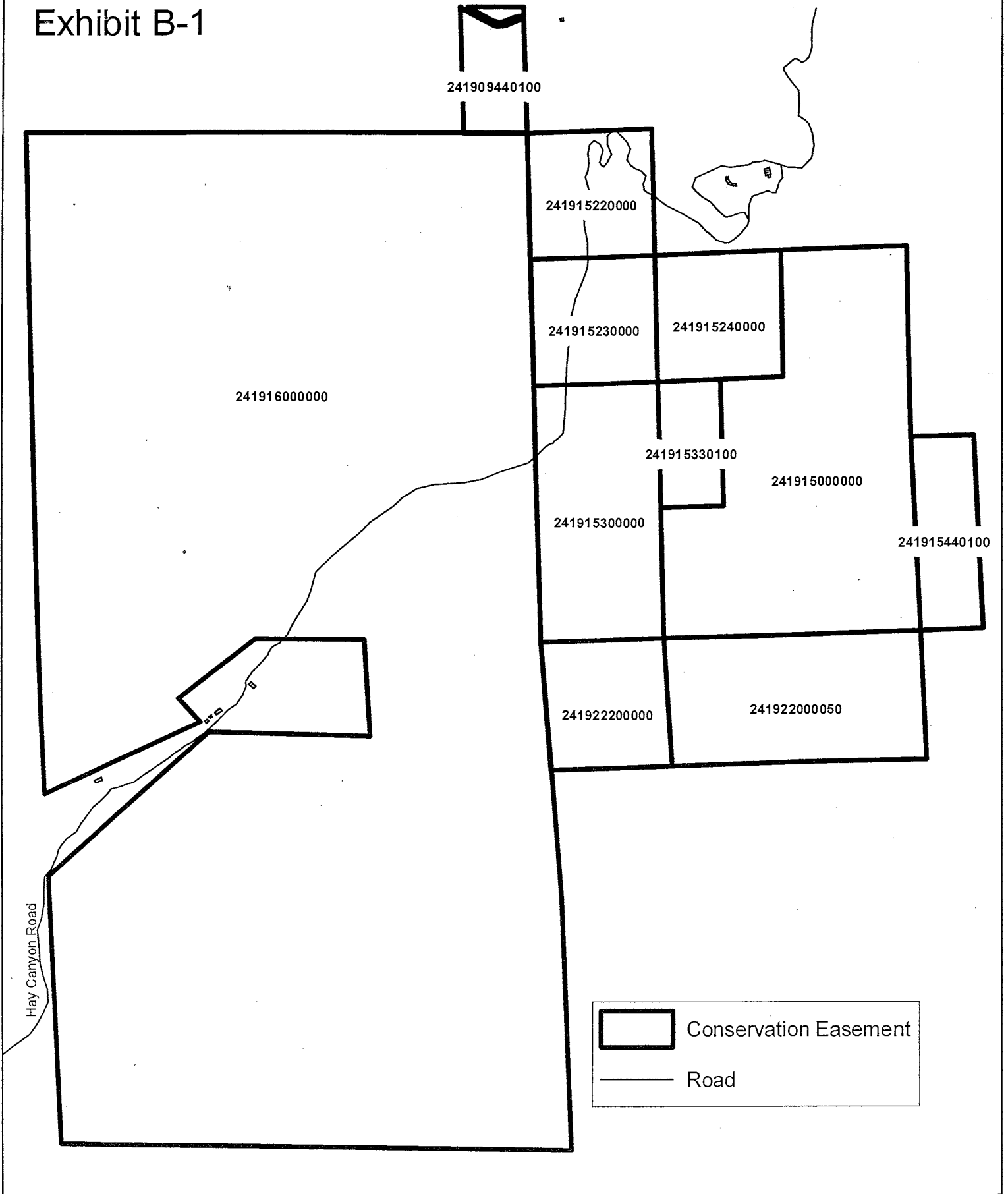
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON. THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

### **PARCEL M:**

THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., IN CHELAN COUNTY, WASHINGTON.

Tax Parcel ID No. 241915220000 and 241915230000 and 241915240000 and 241915000000 and 241915440100 and 241915330100 and 241915300000 and 241916000000 and 241922200000 and 241922000050 and 241909440100

# Exhibit B-1

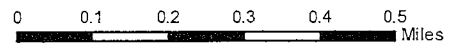


## Map Resource Information

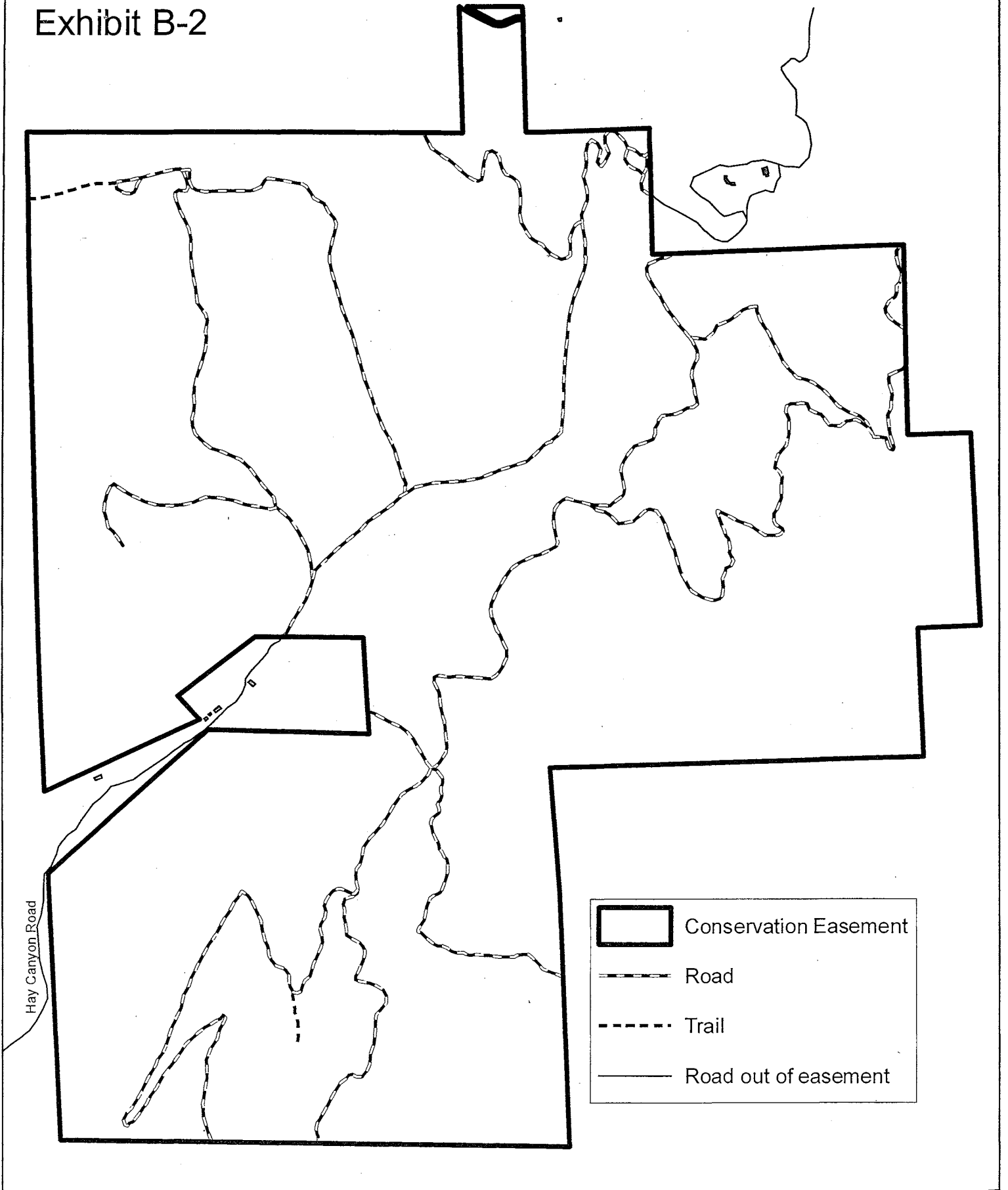
Protected Property, Benefitted Property, Roads and Trails, Paragliding sites created by Chelan-Douglas Land Trust. GIS data should not be relied upon to establish precise locations of these features.



1 in = 0.25 miles



# Exhibit B-2



## Map Resource Information

Protected Property, Benefitted Property, Roads and Trails, Paragliding sites created by Chelan-Douglas Land Trust. GIS data should not be relied upon to establish precise locations of these features.

CHELAN-DOUGLAS



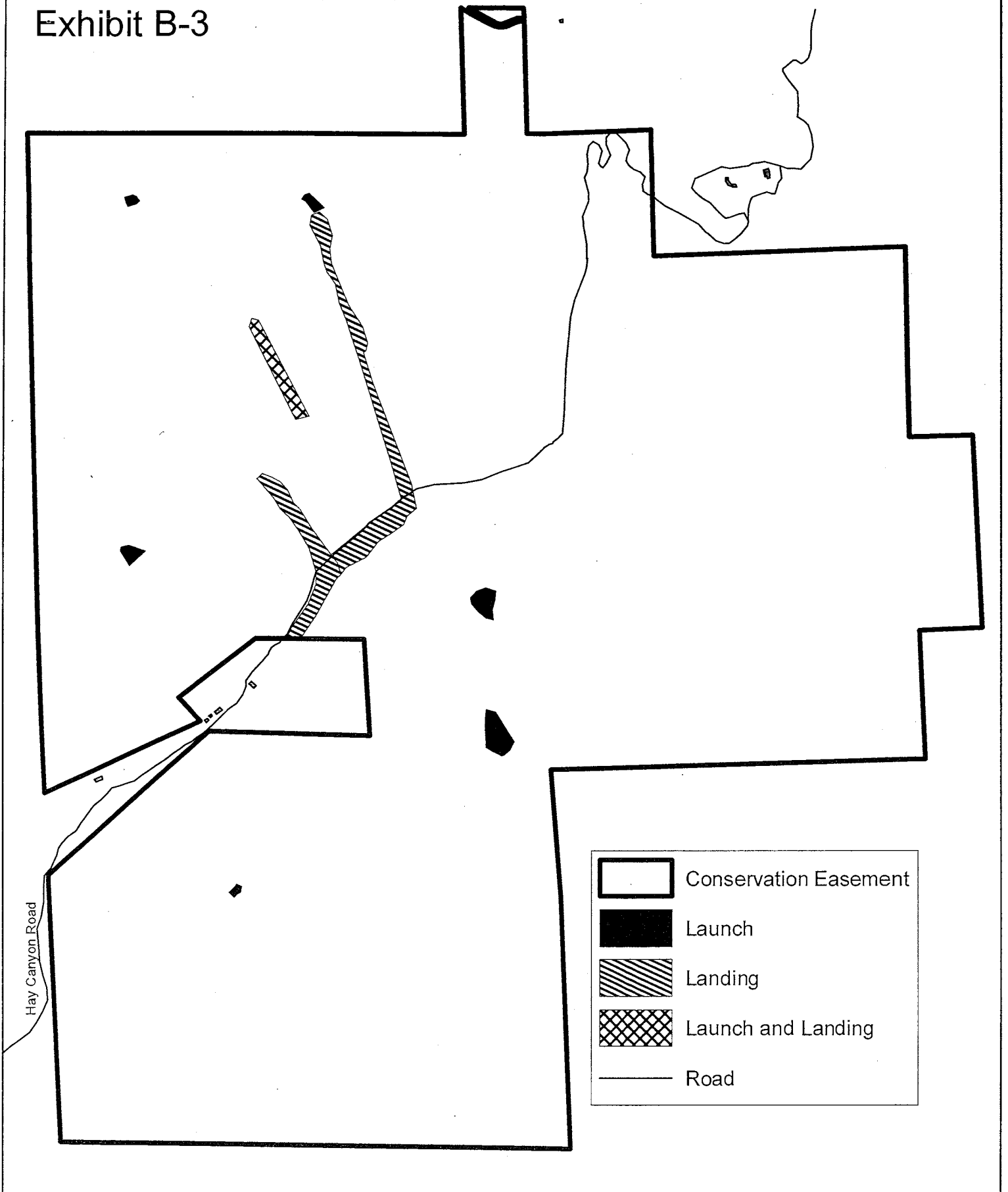
LAND TRUST  
Our Land. Our Water. Our Future.

1 in = 0.25 miles

0 0.1 0.2 0.3 0.4 0.5 Miles



# Exhibit B-3



## Map Resource Information

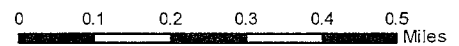
Protected Property, Benefitted Property, Roads and Trails, Paragliding sites created by Chelan-Douglas Land Trust. GIS data should not be relied upon to establish precise locations of these features.

CHELAN-DOUGLAS

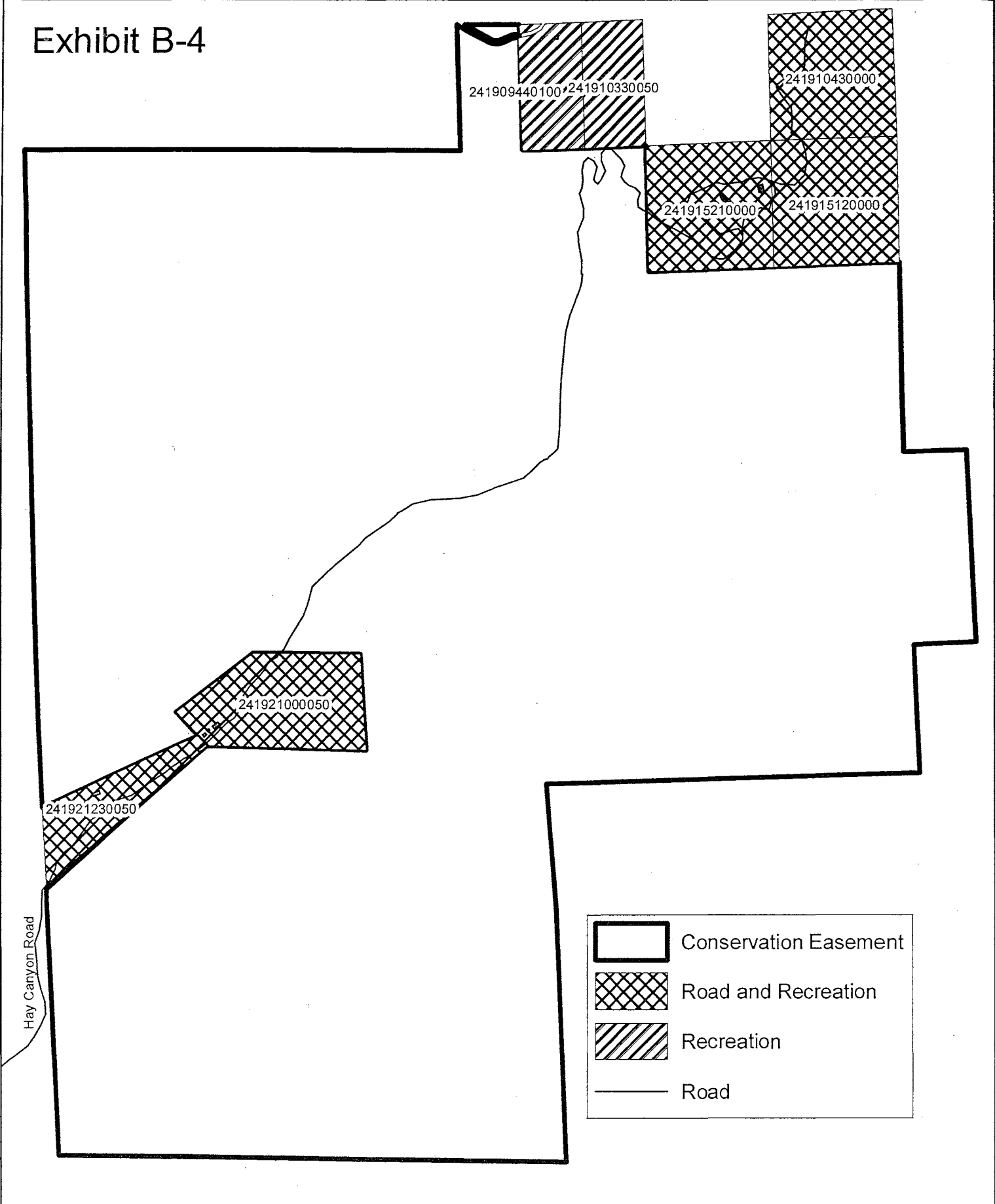


LAND TRUST<sup>30</sup>  
Our Land. Our Water. Our Future.

1 in = 0.25 miles



# Exhibit B-4

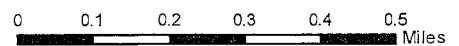


## Map Resource Information

Protected Property, Benefitted Property, Roads and Trails, Paragliding sites created by Chelan-Douglas Land Trust. GIS data should not be relied upon to establish precise locations of these features.



1 in = 0.25 miles



**Exhibit "C" Acknowledgment of Baseline Documentation Report**

Grantor and Grantee acknowledgment that each has reviewed the "Hay Canyon Ranch Conservation Easement Baseline Documentation Report," dated December 15, 2017, and that the report accurately reflects the currently available baseline data regarding the condition of the Property subject to the Easement as of the date of conveyance of the Easement.

CHELAN-DOUGLAS LAND TRUST  
A Washington non-profit corporation

HAY CANYON RANCH, a Washington  
limited liability corporation

BY: Neal Hedges  
Its: Stewardship Director

BY: Jane Blumenthal  
Its: OWNER / MANAGER

Date: December 21, 2017

Date: DECEMBER 24, 2017



## Exhibit "D" Title Exceptions

6. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

8. Reservations and exceptions contained in deed from Northern Pacific Railroad Company:

Auditor's File No.: Volume 64, Page 38

As follows:

Reserving and excepting from said lands so much or such portions thereof as are or may be mineral lands or contain coal or iron, and also the use and the right and title to the use of such surface ground as may be necessary for mining operations and the right of access to such reserved and excepted mineral lands, including lands containing coal or iron, for the purpose of exploring, developing and working the same.

Affects: Parcels A-G

9. Exceptions and reservations contained in deed.

From: Frank Dorn, a bachelor

Auditor's No.: 21140

As follows: The party of the first part reserves a reasonable road right of ways across said South half of above mentioned section and the usual mineral reservation

10. Easement, including terms and provisions contained therein:

Recording Information: 476520

For: Private Roads

Affects: Parcel A, B, C, D, E, F, G, K and L

11. Easement, including terms and provisions contained therein:

In Favor Of: Public Utility District 1 of Chelan County

Purpose: Electric transmission and/or distribution system

Recorded: February 24, 1964 and November 21, 1967

Recording No.: 617664 and 673628

Affects: Parcel H

12. Reservations contained in instrument:

Recorded: July 17, 1967

Recording Information: 669113

As Follows:

The purchaser has the right to establish a reasonable road approximately 15 feet, more or less in width extending from the Ollala Canyon Road to the following described Real Estate situated in Chelan County, Washington, to-wit:

The Southwest quarter of Section 10, Township 24 North, Range 19, E.W.M.

Affects: Parcel M

## Exhibit "D" Title Exceptions

13. Agreement and the terms and conditions thereof:
- Between: John G. Wilson and Lynne M. Wilson, his wife, Roy D. Wilson, as his separate property, Gary E. Wilson, as his separate property et al
- Auditor's No.: 775062
- For: Establishment of a Road easement and easement for utilities, reference to the record of which is hereby made for full particulars
- Affects: Parcel M
- Modification and/or amendment by instrument:
- Recorded: July 21, 1994
- Recording Information: 9407210027
- Modification and/or amendment by instrument:
- Recorded: July 06, 2004
- Recording Information: 2177580
- Modification and/or amendment by instrument:
- Recorded: October 03, 2006
- Recording Information: 2239042
- Modification and/or amendment by instrument:
- Recorded: October 03, 2006
- Recording Information: 2239043
- Modification and/or amendment by instrument:
- Recorded: October 03, 2006
- Recording Information: 2239043
- Modification and/or amendment by instrument:
- Recorded: May 07, 2007
- Recording Information: 2254949
- Modification and/or amendment by instrument:
- Recorded: December 10, 2007
- Recording Information: 2271364
- Modification and/or amendment by instrument:
- Recorded: December 30, 2008
- Recording Information: 2295199
- Modification and/or amendment by instrument:
- Recorded: November 09, 2009
- Recording Information: 2313923

## Exhibit "D" Title Exceptions

14. Easement, including terms and provisions contained therein:  
Recording Information: 825456 and 829761  
For: Ingress, egress, access and utilities
- said easement is also delineated on survey recorded February 19, 1982 in Volume 13 of Surveys, Page 19
- Termination of Easements are recorded under recorded no. 2016143 and 2021285  
Affects: Parcel A, B, C, D, E, F, G, K and L
15. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey No. 8202280007, recorded in volume 13 of surveys, at page(s) 19, in Chelan County, Washington.
16. Easement, including terms and provisions contained therein:  
Recording Information: 8206010065  
In Favor of: General Telephone Company of the Northwest, Inc.  
For: To place a buried telephone cable, together with the right to install, inspect and maintain all of the facilities necessary to provide communication service, power service and other related services  
Affects: Parcel H
17. Well and Water Use covenant Agreement and the terms and conditions thereof:  
Between: Jabe Blumenthal, married man, in his sole interest, and J.W. Cate and Shirley Cate, assignees and/or successors  
And: Rolling Hills Ranch, Inc.  
Recording Information: 8206070031
- Termination of Easement recorded under recording no. 2021282 and 2021285  
Affects: Parcel A, B, C, D, E, F, G, K and L
18. Easement, including terms and provisions contained therein:  
Recording Information: 8208130019  
In Favor of: General Telephone Company  
For: Communication service, power service, and other related services, including the trimming or removal of any brush, trees, stumps, structures or object that may interfere with the construction, maintenance and operation of said services  
Affects: Parcel M
19. The By-Laws, including the terms and provisions thereof of Ollala Canyon Land Owners Association.  
Recorded: 8608050053 and 2197923  
Affects: Parcel M
- Modification and/or amendment by instrument:  
Recorded: October 03, 2006  
Recording Information: 2239042
- Modification and/or amendment by instrument:  
Recorded: October 03, 2006  
Recording Information: 2239043
- Modification and/or amendment by instrument:  
Recorded: May 07, 2007  
Recording Information: 2254949

## Exhibit "D" Title Exceptions

Modification and/or amendment by instrument:

Recorded: December 10, 2007  
Recording Information: 2271364

Modification and/or amendment by instrument:

Recorded: December 30, 2008  
Recording Information: 2295199

Modification and/or amendment by instrument:

Recorded: November 03, 2009  
Recording Information: 2313923

20. The terms and provisions contained in the document entitled "Confirmation"  
Recorded: May 18, 1987 and June 29, 1987  
Recording No.: 8705180053 and 8706290062  
Affects: Parcel M
21. Reservations contained in Deed:  
Executed By:  
Recorded: February 3, 1995  
Recording Information: 9502060001 and 9502060002  
As Follows:
24. Right of way for Hay Canyon Road, a private road, over a portion of said premises, as delineated on John Repass & Co. survey and by Chelan County Engineer's road map, and terms and conditions regarding the use of said road as contained in Stipulated Order and Judgement filed May 20, 1994, in Chelan County Superior Court, under Cause No. 93-2-00998-1.  
Affects: Parcel H
25. Agreement (Including indemnity) and Easement regarding Use of Access Road and the terms and conditions thereof:  
Between: Jabe Blumenthal, a married man, in his sole interest  
And: J.W. Cate and Shirley Cate, husband and wife  
Recording Information: 9611260017  
Affects: Parcel B, C, D, E, F, G, K and L
26. Agreement (Including Indemnity) and Easement Regarding Use of Access Road and the terms and conditions thereof:  
Between: Jabe Blumenthal, a married man, in his sole interest  
And: J.W. Cate and Shirley Cate, husband and wife  
Recording Information: 2016144, 2016145 and 2021284  
Affects: Parcel A, B, C, D, G and K
27. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 2170360.  
Affects: A, B, C, D, E, F, G, H and K

## Exhibit "D" Title Exceptions

28. Exceptions and reservations contained in deed from the State of Washington whereby said Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.  
Recording Information: 2178107  
Affects: Parcel H
29. Covenants, conditions and restrictions contained in Instrument.  
Recorded: April 9, 2008  
Recording Information: 2279088  
Affects: Parcel H
30. Terms, covenants, conditions, restrictions, easements, boundary discrepancies and encroachments as contained in recorded Lot Line Adjustment (Boundary Line Revisions):  
Recorded: November 21, 2008  
Recording Information: 2293587  
Affects: Parcel E
31. Easement, including terms and provisions contained therein:  
Recording Information: 2371212  
For: Access Road  
Affects: Parcel M
32. Right of way for roads as disclosed by Chelan County Engineers maps.
33. Terms, covenants, conditions, restrictions, easements, boundary discrepancies and encroachments as contained in recorded Lot Line Adjustment (Boundary Line Revisions):  
Recorded: December 11, 2017  
Recording Information: 2470044

**Exhibit "E-1" Legal Description of Adjoining Properties, Recreation**

Access

JB

FEB. 12, 2018

2/13/18

New Parcel A of BLA 2017-393, AFN 2470044, Chelan County, Washington recorded December 11, 2017:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP MONUMENT; THENCE SOUTH ALONG THE WEST LINE OF SECTION 21 A DISTANCE OF 1493.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST LINE OF SECTION 21 A DISTANCE OF 845.07 FEET; THENCE NORTH 54°27'37" EAST A DISTANCE OF 2140.26 FEET; THENCE NORTH 36°37'22" WEST ON A LINE BETWEEN THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET; THENCE SOUTH 72°23'08" WEST A DISTANCE OF 1737.86 FEET TO THE TRUE POINT OF BEGINNING.

AFN 241921230050

And

New Parcel B of BLA 2017-393, AFN 2470044, Chelan County, Washington recorded December 11, 2017:

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP MONUMENT; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 2315.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE 348.12 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 896.69 FEET; THENCE SOUTH 02°18'53" WEST A DISTANCE OF 1009.73 FEET; THENCE NORTH 87°18'04" WEST BEING SOUTH OF AND PARALLEL WITH AND 1009.71 FEET DISTANT FROM AT RIGHT ANGLES THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 1750.56 FEET; THENCE NORTH 36°37'22" WEST BETWEEN THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET; THENCE NORTH 40°45'53" WEST A DISTANCE OF 285.31 FEET; THENCE NORTH 52°09'25" EAST A DISTANCE OF 1046.68 FEET TO THE TRUE POINT OF BEGINNING.

AFN 241921000050

**Exhibit "E-1" Legal Description of Adjoining Properties, Recreation**

Access

JK

FEB. 12, 2018

J 2/13/18

And

The Southwest quarter of the Southeast quarter of Section 10, Township 24 North, Range 19, E.W.M.

AFN 241910430000

And

The Northwest quarter of the Northeast quarter of Section 15, Township 24 North, Range 19, E.W.M., Chelan County, Washington

AFN 241915120000

And

The Northeast quarter of the Northwest quarter of Section 15, Township 24 North, Range 19, E.W.M., Chelan County, Washington

AFN 241915210000

## Exhibit "E-1" Legal Description of Adjoining Properties, Recreation

New Parcel A of BLA 2017-393, AFN 2470044, Chelan County, Washington recorded December 11, 2017:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP MONUMENT; THENCE SOUTH ALONG THE WEST LINE OF SECTION 21 A DISTANCE OF 1493.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST LINE OF SECTION 21 A DISTANCE OF 845.07 FEET; THENCE NORTH 54°27'37" EAST A DISTANCE OF 2140.26 FEET; THENCE NORTH 36°37'22" WEST ON A LINE BETWEEN THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET; THENCE SOUTH 72°23'08" WEST A DISTANCE OF 1737.86 FEET TO THE TRUE POINT OF BEGINNING.

AFN 241921230050

And

New Parcel B of BLA 2017-393, AFN 2470044, Chelan County, Washington recorded December 11, 2017:

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP MONUMENT; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 2315.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE 348.12 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 896.69 FEET; THENCE SOUTH 02°18'53" WEST A DISTANCE OF 1009.73 FEET; THENCE NORTH 87°18'04" WEST BEING SOUTH OF AND PARALLEL WITH AND 1009.71 FEET DISTANT FROM AT RIGHT ANGLES THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 1750.56 FEET; THENCE NORTH 36°37'22" WEST BETWEEN THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET; THENCE NORTH 40°45'53" WEST A DISTANCE OF 285.31 FEET; THENCE NORTH 52°09'25" EAST A DISTANCE OF 1046.68 FEET TO THE TRUE POINT OF BEGINNING.

AFN 241921000050



## Exhibit "E-1" Legal Description of Adjoining Properties, Recreation

And

The Southwest quarter of the Southeast quarter of Section 10, Township 24 North, Range 19, E.W.M.

AFN 241910430000

And

The Northwest quarter of the Northeast quarter of Section 15, Township 24 North, Range 19, E.W.M., Chelan County, Washington

AFN 241915120000

And

The Northeast quarter of the Northwest quarter of Section 15, Township 24 North, Range 19, E.W.M., Chelan County, Washington

AFN 241915210000

## Exhibit "E-2" Legal Description of Adjoining Properties, Recreation

New Parcel A of BLA 2017-393, AFN 2470044, Chelan County, Washington recorded December 11, 2017:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP MONUMENT; THENCE SOUTH ALONG THE WEST LINE OF SECTION 21 A DISTANCE OF 1493.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST LINE OF SECTION 21 A DISTANCE OF 845.07 FEET; THENCE NORTH 54°27'37" EAST A DISTANCE OF 2140.26 FEET; THENCE NORTH 36°37'22" WEST ON A LINE BETWEEN THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET; THENCE SOUTH 72°23'08" WEST A DISTANCE OF 1737.86 FEET TO THE TRUE POINT OF BEGINNING.

AFN 241921230050

And

New Parcel B of BLA 2017-393, AFN 2470044, Chelan County, Washington recorded December 11, 2017:

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP MONUMENT; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 2315.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE 348.12 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 896.69 FEET; THENCE SOUTH 02°18'53" WEST A DISTANCE OF 1009.73 FEET; THENCE NORTH 87°18'04" WEST BEING SOUTH OF AND PARALLEL WITH AND 1009.71 FEET DISTANT FROM AT RIGHT ANGLES THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 1750.56 FEET; THENCE NORTH 36°37'22" WEST BETWEEN THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET; THENCE NORTH 40°45'53" WEST A DISTANCE OF 285.31 FEET; THENCE NORTH 52°09'25" EAST A DISTANCE OF 1046.68 FEET TO THE TRUE POINT OF BEGINNING.

AFN 241921000050

## Exhibit "E-2" Legal Description of Adjoining Properties, Recreation

And

The Southwest quarter of the Southeast quarter of Section 10, Township 24 North, Range 19, E.W.M.

AFN 241910430000

The Northwest quarter of the Northeast quarter of Section 15, Township 24 North, Range 19, E.W.M., Chelan County, Washington

AFN 241915120000

And

The Northeast quarter of the Northwest quarter of Section 15, Township 24 North, Range 19, E.W.M., Chelan County, Washington

AFN 241915210000

And

The East half of the Southwest quarter of the Southwest quarter of Section 10, Township 24 North, Range 19, E.W.M., Chelan County, Washington

AFN 241910300000

And

The West half of the Southwest quarter of the Southwest quarter of Section 10, Township 24 North, Range 19, E.W.M. Chelan County, Washington

AFN 241910330050

## Exhibit "F" Notice of Grant Agreement

Return Address:  
The Nature Conservancy  
821 SE 14<sup>th</sup> Avenue  
Portland, Oregon 97214

### NOTICE OF GRANT AGREEMENT

**Grantor(s):** CHELAN-DOUGLAS LAND TRUST, a Washington public benefit corporation.

**Grantee(s):** THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation.

**Legal Description (abbreviated):** Portions of Sections 9, 15, 16 and 21, all in Township 24 North, Range 19 E.W.M., all in Chelan County, Washington.

**Assessor's Tax Parcel ID#:** 241916000000, 241922200000, 241922000050, 241915220000, 241915230000, 241915240000, 241915000000, 241915440100, 241915330100, 241915300000, 241909440100

Chelan-Douglas Land Trust is the holder of a Conservation Easement on certain parcels of land or interest therein located in Chelan County, Washington, more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

Notice is hereby given that Chelan-Douglas Land Trust acquired the interest in the Property using funds provided by The Nature Conservancy, a District of Columbia nonprofit corporation ("the Conservancy"), and the Doris Duke Charitable Foundation ("DDCF"), pursuant to a Grant Agreement between The Nature Conservancy and Chelan-Douglas Land Trust dated December 9, 2017, Agreement Number: ORFO-10-30-2017-01 MT, a copy of which is kept at the offices of The Nature Conservancy, 821 SE 14<sup>th</sup> Avenue, Portland, Oregon 97214, and at the offices of Chelan-Douglas Land Trust at 18 N. Wenatchee Avenue, Wenatchee, Washington, 98801.

Chelan-Douglas Land Trust shall ensure the long term conservation of the Property by enforcing the terms of the Grant Agreement, and shall provide written notice to The Nature Conservancy prior to any encumbrance, assignment, or disposition of its interests in the Property.

In the event that the Property or interest therein purchased with Grant funds is ever extinguished or transferred and Chelan-Douglas Land Trust receives any sort of monetary settlement in connection with such extinguishment or transfer, Chelan-Douglas Land Trust shall repay to the Conservancy and DDCF a percentage of the funds received based upon the proportion of the Chelan-Douglas Land Trust purchase price funded by this Grant, or, at the Conservancy's election, allocate such percentage of funds for use on another conservation project related to the Conserving Nature's Stage: Pacific Northwest Land Protection Grant as described in the Grant Agreement after consultation with the Conservancy.

In witness whereof Chelan-Douglas Land Trust has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By:

Its:

DULY AUTHORIZED

STATE OF )  
COUNTY OF ) SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ of the corporation named in the foregoing instrument and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

1 Return Address:

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

5 *3530526 LR*

188160  
REAL ESTATE EXCISE TAX  
PAID \$ 7253.00  
Chelan County Treasurer  
David E. Griffiths, CPA  
By 8/31/2020 *[Signature]*  
Deputy

6  
7  
8 **GRANT DEED**  
9 **OF**  
10 **CONSERVATION EASEMENT**  
11 **FOR THE**  
12 **NAHAHUM CANYON CONSERVATION EASEMENT**

13 **Grantor(s):** HAY CANYON RANCH, L.L.C., a Washington limited liability Company

14 **Grantee(s):** CHELAN-DOUGLAS LAND TRUST, a Washington public benefit corporation.

15 **Legal Description (abbreviated):** Portions of Sections 22 and 27, Township 24 North, Range 19 E.W.M., Chelan County, Washington.

16 **Assessor's Tax Parcel ID#:** 241927230000, 241922000100, 241922240000, 241922300050, 241922310000

17 **I. PARTIES**

18 A. **Grantor.** HAY CANYON RANCH, L.L.C., a Washington limited liability Company.

19 B. **Grantee.** CHELAN-DOUGLAS LAND TRUST, a Washington public benefit corporation.

20  
21 **II. THE PROPERTY AND EXHIBITS**

22 A. Grantor is the owner of an equitable interest in the real property subject to this Conservation Easement, created by a Real Estate Contract recorded March 6, 2018, under Auditor's File No. 2474000, records of Chelan County, Washington. The real property is more fully described in the attached Exhibits;

- 23  
24 1. Exhibit "A" – Legal Description of Property subject to this Conservation Easement  
25 2. Exhibit "B-1" – Site Map, Property Subject to Conservation Easement  
26

- 1 3. Exhibit "B-2" – Site Map, Property Subject to Conservation Easement, Roads,
- 2 Trails, Improvement Zone
- 3 4. Exhibit "B-3" – Properties Benefitted by Recreation
- 4 5. Exhibit "C" – Acknowledgment of Baseline Documentation
- 5 6. Exhibit "D" – Title Exceptions
- 6 7. Exhibit "E" – Legal Description of Adjoining Properties Benefitted by
- 7 Recreation Access
- 8 8. Exhibit "F" – Assignment of Rights to State of Washington Recreation and
- 9 Conservation Office

8 **III. THE GRANT**

9 THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made this 30<sup>th</sup> day  
10 of AUGUST, 2020, by HAY CANYON RANCH, L.L.C., A Washington limited  
11 liability Company, having an address of 3514 E Columbia Street, Seattle, WA 98122 ("Grantor"),  
12 in favor of CHELAN-DOUGLAS LAND TRUST (Grantee), a Washington public benefit  
corporation, having an address of 18 N. Wenatchee Avenue, Wenatchee, Washington, 98801  
("Grantee"), on the terms and conditions set forth herein.

13 **IV. RECITALS**

- 14 A. Grantor is the owner of real property located in Chelan County, Washington, consisting of
- 15 345.7 acres, more or less, as described in Exhibit "A" which is attached hereto and
- 16 incorporated herein by this reference (referred to in this Easement as the "Property");
- 17 B. The Property containing conservation values and protected by this Easement is described
- 18 in Exhibit A (legal description) and shown in Exhibit B1 and B2 (site maps), which are
- 19 attached and incorporated into this Easement by this reference. The Property provides
- 20 habitat and other natural values as more particularly described in Recitals C and D below
- 21 (hereinafter collectively referred to as the "Conservation Values").
- 22 C. The Property provides significant benefit to the people of Washington, the city of
- 23 Cashmere, Chelan County, and the United States by preserving and providing the following
- 24 resources:
- 25 Relatively natural habitat for native plants and wildlife in a connected shrub steppe
- 26 habitat contiguous with other protected lands;
- Forest land, meadows, riparian habitats and ecosystems, which are important to
- the ecological integrity of Hay Canyon, Nahahum Canyon and the Eastern Slope
- of the Cascade Mountains ecoregion;
- Open-space lands that provide opportunities for the scenic enjoyment of the
- general public traveling along Highway 2, Hay Canyon Road, and Nahahum
- Canyon Road;

- 1                   Recreational opportunities for the general public;  
2                   Educational opportunities for the general public;  
3                   Historic landscapes that are important to the cultural and historic fabric of North  
                    Central Washington.
- 4 D.     All of these natural, conservation and social elements and ecological resources are of great  
5         importance to Grantor, Grantee, and to the people of the State of Washington and the  
6         United States of America, and are worthy of preservation in perpetuity. The specific  
7         Conservation Values of the Property are further documented in an inventory of relevant  
8         features of the Property dated August 17, 2020, on file at the offices of Grantee and  
9         incorporated into this Easement by this reference ("Baseline Documentation"). The  
10        Baseline Documentation, which has been reviewed and accepted by Grantor and Grantee,  
11        consists of reports, maps, photographs, and other documentation that the parties agree  
12        provide, collectively, an accurate representation of the Property at the time of conservation  
13        easement acquisition, and which is intended to serve as an objective information baseline  
14        for monitoring compliance with the terms of this grant. Grantor and Grantee have signed  
15        the Acknowledgment of the Baseline Documentation attached as Exhibit "C".
- 16 E.     In the absence of a Grant Deed of Conservation Easement, the Property could be developed  
17         in a manner which would destroy the Conservation Values of the Property, the native plant  
18         and wildlife benefits, the open space and scenic values of the Property, and the opportunity  
19         for outdoor recreation and education by the general public.
- 20 F.     The Easement will restrict development so as not to degrade the Property's Conservation  
21         Values. The Easement will protect the Conservation Values from possible future  
22         development, and inappropriate logging, agricultural and grazing impacts.
- 23 G.     Grantor intends that the Conservation Values of the Property be preserved and maintained  
24         by restricting subdivision and development of the Property and by permitting only those  
25         land uses of the Property that do not significantly impair or interfere with the Conservation  
26         Values of the Property.
- 27 H.     Grantor and Grantee intend that the Property subject to this Easement be owned and  
28         managed in perpetuity in conjunction with Grantor's adjacent property, also subject to a  
29         conservation easement recorded in Chelan County, Washington records under AFN  
30         2470915 on December 28, 2017, and rerecorded under AFN 2473193 on February 14, 2018  
31         (the "Hay Canyon Conservation Easement"). The Hay Canyon Conservation Easement  
32         and this Nahahum Canyon Conservation Easement were funded in part by the State of  
33         Washington, Recreation and Conservation Board under Grant Agreement No. 18-1371  
34         Cashmere Canyons Preserve to protect critical habitat.
- 35 I.     Grantor, as owner of the Property, has the right to protect and preserve the Conservation  
36         Values of the Property, and desires to convey such rights to Grantee in perpetuity.
- 37 J.     Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under  
38         Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended ("Code"),



1 and the regulations promulgated thereunder, and also qualified as a nonprofit nature  
2 conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purposes  
3 includes, among others, conserving natural areas and resources, including but not limited  
4 to the biological resources, wildlife and plant habitats of Douglas and Chelan Counties, in  
5 the state of Washington.

6 K. Grantee agrees, by accepting this Easement, to honor the intentions of Grantor as stated in  
7 this Easement and to preserve and protect in perpetuity the Conservation Values of the  
8 Property for the benefit of this generation, and the generations to come.

9 L. Grantor wishes to preserve and protect the Conservation Values of the Property by  
10 executing the Easement and by conveying to Grantee the right to preserve and protect those  
11 Conservation Values in perpetuity.

12 NOW, THEREFORE,

13 In consideration of the mutual promises and covenants contained in this Easement, and for the sum  
14 of Four Hundred Fifty-three Thousand Dollars (\$453,000) and no additional consideration, Grantor  
15 hereby gives, grants, and conveys to Grantee, and the successors and assigns of Grantee, with  
16 warranties of title, this perpetual Easement on, over, and across the Property, in accordance with  
17 the terms and conditions set forth below.

18 **V. CONVEYANCE & CONSIDERATION**

19 A. For reasons stated above, and in consideration of the mutual covenants, terms, conditions,  
20 and restrictions contained in this Easement, Grantor hereby voluntarily grants, conveys and  
21 warrants to Grantee an interest in real property under the provisions of RCW 64.04.130, a  
22 conservation easement in perpetuity over the Property, consisting of certain rights in the  
23 Property, as defined in this Easement, subject only to the restrictions contained in this  
24 Easement and title matters of record as of the date of this grant listed on Exhibit "D".

25 B. Grantor expressly intends that this Easement run with the land and that this Easement shall  
26 be binding upon Grantor's successors and assigns in perpetuity.

27 C. Grantor is not conveying to Grantee any water rights held by Grantor; however,  
28 notwithstanding the above, this Easement shall preclude Grantor from transferring any  
29 water rights appurtenant to the Property.

30 **VI. PURPOSE**

31 A. The purpose of the Easement is to:  
32 1. Assure that the Property will be retained predominantly in its natural condition as  
33 "a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem" and  
34 to prevent any use of, or activity on, the Property that will significantly impair or  
35 interfere with the Conservation Values of the Property (the "Purpose"). This  
36 Purpose includes the protection of habitat as defined in Recitals C and D of this

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Easement. Grantor intends that this Easement will confine the use of, or activity on, the Property to such uses and activities that are consistent with this Purpose.

- 2. Preserve, protect, enhance, and where reasonable, to restore the Conservation Values, including but not limited to habitat, climate resilience, open space, scenic, and significant relatively natural features and resources of the Property in perpetuity as "relatively natural habitat of wildlife, or plants or similar ecosystem," (as that phrase is used in 26 U.S.C. Par. 170(h)(4)(A)(ii), as amended and in regulations promulgated under this law). In achieving these purposes, it is the intent of Grantor and Grantee to permit the continuation of such uses of the Property as may be conducted consistent with the purposes and terms of this Easement. If one or more of the purposes of this Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Easement as long as any other purpose of the Easement may be accomplished. Grantor and Grantee recognize that changes in economic conditions, in technologies, in accepted land management practices, and in the situation of Grantor may result in an evolution of uses of the Property, and such uses may be permitted provided they are and remain consistent with the conservation purposes of this Easement.
- 3. Assure that the Property be retained forever predominately in its relatively natural, climate resilient, scenic, and open-space condition to provide protection to the Nahahum Canyon area to preserve plant and wildlife habitat and to preserve the general public's view of natural and pastoral landscapes over and across the Property.
- 4. Prevent any use of, or activity on, the Property that will significantly impair or interfere with the Conservation Values of the Property.
- 5. To facilitate non-motorized public access to portions of the Property at such times and in such manner as is compatible with maintaining and/or enhancing the Conservation Values of the Property, as may be specified in a mutually accepted Recreation Management Agreement and trail use license from time to time updated and signed by Grantor and Grantee.

B. Grantor intends that this Easement will confine the use of, or activity on, the Property to such uses and activities that are consistent with this Purpose as set forth in Section VIII.

**VII. RIGHTS CONVEYED TO GRANTEE**

To accomplish the Purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- A. Protection. To preserve and protect in perpetuity and to enhance by mutual agreement the Conservation Values of the Property.

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B. Access.

1. To enter the Property at least annually, at a mutually agreeable time and upon prior written notice to Grantor, for the purpose of making inspections to monitor compliance with this Easement;
2. To enter the Property at such other times as are necessary if Grantee has reason to believe that a violation of the Easement is occurring or has occurred, for the purpose of mitigating or terminating the violation and otherwise enforcing the provisions of this Easement. Such entry shall be upon prior reasonable notice to Grantor, and Grantee will make reasonable efforts to not unreasonably interfere with Grantor's allowed uses as set forth in Section VIII and quiet enjoyment of the Property;
3. To afford to the general public physical access to the Property for non-motorized, non-commercial recreational use and benefits compatible with the Conservation Values as may be specified in a mutually accepted Recreation Management Agreement and trail use license from time to time updated and signed by Grantor and Grantee.

C. Injunction and Restoration. To enjoin any use of, or activity on, the Property that is inconsistent with the Purpose of this Easement, including trespasses by members of the public, and to undertake or cause to be undertaken the restoration of such areas or features of the Property as may be damaged by uses or activities inconsistent with the provisions of this Easement, all in accordance with Section XIII.

D. Enforcement. To enforce the terms of this Easement, consistent with Section XIII. Grantor acknowledges that Grantee is recording an Assignment of Rights to the State of Washington, Recreation and Conservation Board, in substantially the form of Exhibit "F" hereto to memorialize its obligations pursuant to Grant Agreement No. 18-1371 Cashmere Canyons Preserve.

E. Assignment. To assign, convey, or otherwise transfer Grantee's interest in the Property in accordance with Section XVII.

**VIII. USES AND ACTIVITIES CONSISTENT WITH THE PURPOSE OF THE EASEMENT**

General. Grantor reserves for itself and its successors and assigns, all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, any use of, or activity on, the Property that is not inconsistent with the Purpose of the Easement and that is not prohibited by this Easement. Some of these consistent land uses and practices are identified below as being subject to specified conditions or to the requirement of, and procedures for, obtaining Grantee's prior approval, as described in Section XI of this Easement. The remainder

1 of these consistent uses shall not be precluded, prevented, or limited by this Easement. Grantor  
2 specifically reserves for itself, its successors and assigns, the following uses and activities:

3 A. Structures and Residential Use. There shall be no residential uses on the property.  
4 Structures or amenities associated with permitted recreational uses, including but not  
5 limited to temporary or permanent informational and interpretive signage, shade structures,  
6 benches, toilet facilities and parking area ("Recreational Structures") are being constructed  
7 contemporaneous with the conveyance of this easement and are shown in the Improvement  
8 Zone on Exhibit "B-2". Future Recreational Structures located both inside and outside of  
9 the Improvement Zone may be allowed with the consent of Grantor and Grantee.

7 B. Agricultural Use. There shall be no agricultural uses on the Property, unless Grantee  
8 provides prior written consent. Grantor shall notify Grantee, develop an Agricultural Plan,  
9 and seek permission from Grantee in writing prior to the introduction of agricultural  
10 activities on the property. Any Agricultural Plan, and the practices implemented by  
11 Grantor under the plan, must at a minimum maintain natural resources to the state  
12 documented by the Baseline Report and must maintain these resources in a condition that  
13 is consistent with protection of the Conservation Values. If as a result of agricultural  
14 activities by Grantor, whether under an approved Agricultural Plan or not, conditions  
15 degrade and fail to recover to conditions similar to those described in the Baseline Report,  
16 Grantee may require Grantor to cease all agricultural activity until conditions recover and  
17 to pursue any and all other remedies for violation of breach of this Easement, as provided  
18 to Grantee under Section XIII hereof.

14 C. Roads, Trails and Improvement Zone. Existing roads and trails, and Recreational  
15 Structures in the Improvement Zone are shown on Exhibit "B-2". Existing roads and trails  
16 may be maintained, repaired, improved and renovated as necessary to further or maintain  
17 the Conservation Values of the Property and to adequately serve recreational objectives  
18 specified in a mutually accepted Recreation Management Agreement and trail use license  
19 from time to time updated and signed by Grantor and Grantee, provided that such use does  
20 not adversely impact the Conservation Values of the Property and that disturbance of the  
21 Property is minimized, and is conducted in such a manner as to minimize potential  
22 infestations of noxious or invasive weeds. Upon the prior written consent of Grantee,  
23 Grantor may construct new roads or trails on the Property as necessary to further or  
24 maintain the Conservation Values of the Property, to adequately serve the permitted uses  
25 on the Property. All roads are subject to the following limitations:

- 21 1. Roadways, including areas affected by ditches and culverts and other disturbance,  
22 shall not exceed twenty (20) feet in width except with the prior written approval of  
23 Grantee, and the maintenance, repair, improvement and renovation of all roads  
24 shall be done in such a manner to minimize adverse effects to the Conservation  
25 Values of the Property.
- 25 2. Trails, including areas affected by ditches and culverts and other disturbance, shall  
26 not exceed twelve (12) feet in width except with the prior written approval of  
27 Grantee, and the maintenance, repair, improvement and renovation of all trails

- 1 shall be done in such a manner to minimize adverse effects to the Conservation  
 2 Values of the Property.
- 3 3. Except as already exists on the Property at the time of executing this Easement,  
 4 and except as otherwise provided in this Easement, no roads or trails shall be  
 5 covered with asphalt, concrete, cement, or other materials which prohibit the  
 6 movement of water from the land surface into the underlying soil or dirt  
 ("impervious surfaces"); provided, however, that for purposes of this Easement,  
 gravel is not considered to be an impervious surface on roads and trails where  
 motorized vehicles are used for maintenance.
- 7 D. Utilities. Grantor may engage in the construction, maintenance, renovation, expansion or  
 8 replacement of electrical, telecommunications, water and gas utilities on the Property to  
 9 serve permitted uses on the Property or on adjacent properties listed in Exhibit "E"  
 10 provided that such use does not adversely impact the Conservation Values of the Property  
 and that disturbance of the Property is minimized, and any such disturbance to the Property  
 is conducted in such a manner as to minimize potential infestations of noxious or invasive  
 weeds.
- 11 E. Maintenance of Ditches and Culverts. Grantor may engage in the maintenance of ditches  
 12 and culverts, and the construction of new ditches and culverts to protect roads and trails.  
 13 The renovation, expansion, or replacement of ditches and culverts may not adversely  
 14 impact the Conservation Values of the Property and shall be conducted in such a manner  
 as to minimize potential infestations of noxious or invasive weeds.
- 15 F. Alteration of the Land. Grantor may engage in the removal or relocation of soil, sand,  
 16 gravel or rock on the Property for the purposes of emergency flood control, road  
 17 maintenance and to protect roads and trails, provided: (i) it is conducted in a manner to  
 18 minimize adverse impacts on the Conservation Values on the Property and (ii) the portion  
 of the Property disturbed by such removal or relocation of soil, sand, gravel or rock shall  
 be restored to its baseline condition as soon as reasonably possible thereafter. No removed  
 materials may be sold commercially.
- 19 G. Fences. Grantor may construct and maintain fences on the Property, provided that the  
 20 design and location shall minimize damage to deer and other wildlife, and shall not  
 adversely impact the Conservation Values of the Property.
- 21 H. Chemical Uses. Chemicals may be used on the Property in the amounts and with the  
 22 frequency constituting the minimum necessary to accomplish reasonable ecological  
 23 objectives including weed control. The use of such chemicals shall be consistent with all  
 24 applicable federal, state, and local laws, rules and regulations, and shall be conducted in  
 such a manner as to minimize the adverse effect on the Conservation Values of the Property  
 and to avoid impairment of the natural ecosystem.
- 25 I. Non-commercial Recreation.
- 26 1. Grantor Recreation: Grantor reserves certain non-commercial recreation rights on  
 the Property for Grantor and Grantor's family, friends and guests ("Friends and

1 Family"). Grantor may extend some or all of these Friends and Family non-  
 2 commercial recreation rights on the Property to any lineal descendants of Jabe  
 3 Blumenthal who directly or indirectly own any of the adjoining properties shown  
 4 on Exhibit "B-3" and legally described on Exhibit "E", provided that such  
 activities are conducted in a manner and intensity that does not adversely impact  
 the Conservation Values of the Property. Friends and Family permitted recreation  
 includes:

- 5 a. Gliding, hiking, biking, and observing wildlife, using powered bikes,  
 6 motorcycles, or all-terrain vehicles on roads and trails on the Property, and  
 7 snow-based activities on roads, trails, and other adequately snow-covered  
 8 surfaces in winter; provided that such activities are conducted in a manner  
 and intensity that does not adversely impact the Conservation Values of  
 9 the Property. Except as necessary to accomplish the uses and activities set  
 10 forth in this Section VIII, and subject to the limitations under Section IX,  
 paragraph L, no motorized vehicles, recreational or otherwise, are allowed  
 outside existing roads and trails.
- 11 b. Dog-walking on roads and trails as long as the dogs are under  
 demonstrable control of some kind, either mechanical, electronic or voice,  
 12 provided that such activities are conducted in a manner and intensity that  
 does not unduly impact wildlife or spread weeds.
- 13 c. Consistent with federal, state and local rules and regulations, for twenty  
 14 (20) years from the date of this Conservation Easement, Friends and  
 Family may harvest no more than one (1) deer per year, in the aggregate,  
 15 provided that if this activity is leading to depletion of a stable deer  
 16 population on the Property, Grantee and Grantor will negotiate a  
 reasonable and appropriate decrease in the permissible harvest.

- 17 2. Public Recreation: Grantor and Grantee may provide opportunities for non-  
 18 motorized recreation to the general public only on roads, trails and other areas as  
 19 may be specified in a mutually accepted Recreation Management Agreement and  
 20 trail use license from time to time updated and signed by both parties, provided  
 that such activities are conducted in a manner and intensity that does not adversely  
 impact the Conservation Values of the Property.

21 J. Removal of Trees and Other Vegetation.

- 22 1. Grantor may prune, cut down, or remove trees and other plants and mow for  
 Recreation uses and Gliding launch and landing locations, and for fire safety  
 23 around roads and trails on the Property, in accordance with sound conservation  
 management practices or to control or prevent hazard, disease, fire or the spread  
 24 of non-native invasive plants or to establish or enhance wildlife habitats, provided,  
 such activity does not interfere with the Conservation Values of the Property.
- 25 2. Upon approval of a Forest Stewardship Plan by Grantor and Grantee, Grantor may  
 26 harvest timber for building materials or collection of firewood for Grantor's use  
 on the Property or on adjacent properties listed in Exhibit "E", and any excess may

1 be sold at fair market value to offset expenses of implementing the Forest  
 2 Stewardship Plan.

3 K. Signage. Grantor may place signs on the Property to state the conditions of access to the  
 4 Property, provided that such signs are located to preserve, as much as possible, the  
 Conservation Values of the Property. Signage is subject to the following limitations:

- 5 1. Signs shall not be artificially illuminated, except by prior written approval of  
 Grantee.
- 6 2. Signs shall not exceed sixteen (16) square feet in size and shall not stand more than  
 7 ten (10) feet above the local ground area, except by prior written approval of  
 Grantee. Signs may be mounted separately or several displayed on a kiosk.
- 8 3. Signs shall not be used for commercial advertising, except for advertising the  
 9 selling or leasing of the Property, unless with prior written approval of Grantee.

10 L. Protection of Public Health or Safety. Grantor may engage in other activities necessary to  
 11 protect public health or safety on the Property, or that are actively required by and subject  
 12 to compulsion of any governmental agency with authority to require such activity; provided  
 that any such activity shall be conducted so that interference with the Conservation Values  
 of the Property is avoided, or, if avoidance is not possible, minimized to the extent possible.

13 M. Stewardship Activities. The undertaking of any activity performed pursuant to a  
 14 Stewardship Plan covering the Property consistent with the purpose of this Easement and  
 agreed to by Grantor and Grantee shall be deemed to be permitted activity.

15 **IX. USES AND ACTIVITIES INCONSISTENT WITH THE PURPOSE OF THE**  
 16 **EASEMENT**

17 General. Any use of, or activity on, the Property inconsistent with the Purpose of the Easement is  
 18 prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in or permit any  
 19 such use or activity. Without limiting the generality of the foregoing, the following uses of, or  
 20 activities on, the Property, though not an exhaustive list of inconsistent uses or activities, are  
 inconsistent with the purposes of this Easement and are prohibited, except as expressly provided in  
 Section VIII.

21 A. Subdivision. The legal or “de facto” division, subdivision or partitioning of the Property,  
 22 which shall include, but not be limited to, any subdivision, short subdivision, platting,  
 23 binding site plan, testamentary division, or other process by which the Property is divided  
 24 into lots or conveyed to separate owners. The Property may be not be transferred separately  
 25 from the adjacent property owned by Grantor and subject to a Conservation Easement from  
 26 Grantor to Grantee recorded under AFN 2470915 on December 28, 2017 and rerecorded  
 under AFN 2473193 on February 14, 2018 in the Chelan, County Washington records (“the  
 Hay Canyon Conservation Easement”). This prohibition does not apply to a boundary line  
 adjustment that does not modify the exterior boundaries or the acreage covered by this  
 Easement and the Hay Canyon Conservation Easement. Lot lines may be eliminated to  
 reduce the number of parcels on the Property.

- 1 B. Construction and Placement of Structures, Roads and Utilities. The placement or  
2 construction of improvements of any kind including, without limitation, roads, logging  
3 roads, skid trails, loading areas, parking lots, buildings, structures, trailers, and utilities,  
4 except as expressly provided in Section VIII, or by prior written approval of Grantee.
- 5 C. Harvesting of Forest Resources. Harvesting of timber, firewood or any other forest  
6 resources, except as expressly provided in Section VIII.
- 7 D. Alteration of Land. The alteration of the surface of the land, including, without limitation,  
8 the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as necessary for  
9 uses expressly permitted in Section VIII and provided that it is conducted in a manner and  
10 intensity that does not adversely impact the Conservation Values of the Property.
- 11 E. Erosion or Water Pollution. Any use or activity that causes or is likely to cause significant  
12 soil degradation or erosion or significant pollution of any surface or subsurface waters.
- 13 F. Alteration of Water Courses. The draining, filling, dredging, ditching, or diking of wetland  
14 areas, the alteration or manipulation of water courses, or water impoundments, except by  
15 prior written approval of Grantee to preserve, protect or enhance the Conservation Values  
16 of the Property or except as expressly provided in Section VIII.
- 17 G. Removal of Trees and Other Vegetation. The pruning, cutting down, or other destruction  
18 or removal of live and dead trees and other vegetation located in the Property, except to  
19 preserve, protect or enhance the Conservation Values of the Property.
- 20 H. Waste Disposal. The disposal or storage of rubbish, garbage, debris, unregistered vehicles,  
21 abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or  
22 material on the Property.
- 23 I. Mining. The exploration for, or development and extraction of, minerals and hydrocarbons  
24 on or below the surface of the Property.
- 25 J. Vehicles. Except as expressly permitted in Section VIII, the operation of motorized  
26 vehicles, including construction equipment, automobiles, all-terrain vehicles, dune  
buggies, motorcycles, snow mobiles, or any other type of motorized vehicles outside roads  
and trails.
- K. Domesticated Animals. Except as otherwise provided herein, the breeding and raising of  
dogs, cats, birds, or other animals, in a manner or intensity that would have a detrimental  
effect on the Conservation Values of the Property, including but not limited to wildlife,  
including deer and birds.
- L. Introduced Plants and Animals. The introduction of nonnative invasive species on the  
Property, except as otherwise provided in Section VIII, or upon the prior consent of  
Grantee.



1 M. Livestock Grazing. There shall be no livestock grazing, including cattle and/or horses on  
 2 the Property, unless Grantee provides prior written consent. Grantor shall notify Grantee,  
 3 develop a grazing plan, and seek permission from Grantee in writing prior to the  
 4 introduction of livestock on the property. Any grazing plan, and the grazing practices  
 5 implemented by Grantor under the plan, must at a minimum maintain natural resources to  
 6 the state documented by the Baseline Report and must maintain these resources in a  
 7 condition that is consistent with protection of the Conservation Values. If Grantor does not  
 8 propose a grazing plan that is acceptable to Grantee, or the conditions degrade and fail to  
 9 recover to conditions similar to those described in the Baseline Report, Grantee may  
 10 require Grantor to cease all grazing until conditions recover and to pursue any and all other  
 11 remedies for violation of breach of this Easement, as provided to Grantee under Section  
 12 XIII hereof.

8 **X. AFFIRMATIVE OBLIGATIONS AND COMMITMENTS**

- 9 A. Stewardship Plan. To further the Purpose of this Easement, Grantor and Grantee may  
 10 prepare and revise from time to time a Stewardship Plan for the Property, which plan may  
 11 describe activities mutually agreed to by Grantor and Grantee to preserve, protect, and  
 12 enhance the original and natural conditions of the Property.
- 13 B. Invasive Non-Native Species. Grantor and Grantee commit to work together over the  
 14 coming years to explore and implement reasonable methods of controlling invasive non-  
 15 native species on the Property.
- 16 C. Native Species. Grantor and Grantee commit to work together over the coming years to  
 17 encourage the establishment of appropriate native species on the Property.

16 **XI. NOTICE AND APPROVAL**

- 17 A. Notice. Grantor shall notify and receive Grantee's written approval prior to undertaking  
 18 any action listed in Sections VIII and IX as requiring such permission. The purpose of  
 19 requiring Grantor to notify Grantee prior to undertaking certain permitted uses and  
 20 activities is to afford Grantee an opportunity to ensure that the use or activity in question  
 21 is designed and carried out in a manner consistent with the purposes of this Easement.  
 22 Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty  
 23 (30) days prior to the date Grantor intends to undertake the use or activity in question. The  
 24 notice shall describe the nature, scope, design, location, timetable, and any other material  
 25 aspect of the proposed activity in sufficient detail to permit Grantee to make an informed  
 26 judgment as to its consistency with the purpose of this Easement.
- B. Approval. Where Grantee's approval is required, Grantee shall grant or withhold its  
 approval in writing within thirty (30) days after receipt of Grantor's written request for  
 approval. Grantee's approval may be withheld only upon a reasonable determination by  
 Grantee that the action as proposed would be inconsistent with the purposes of this  
 Easement. Grantee's approval may include reasonable conditions, which must be satisfied  
 in undertaking the proposed use or activity. If Grantor must undertake emergency action  
 to protect health or safety on the Property or must act by and subject to compulsion of any

1 governmental agency, Grantor may proceed with such action without Grantee's approval,  
 2 provided, Grantor shall notify Grantee if reasonably possible under the circumstances or  
 3 as soon thereafter as reasonably possible. Grantee may extend the thirty (30) day period  
 4 set forth above, when reasonably necessary and to the extent reasonably necessary (i) to  
 5 request additional or supplemental information from Grantor as to the proposed use or  
 6 activity, (ii) to complete such additional analysis or evaluation, including hiring necessary  
 7 experts and obtaining the necessary research, to fully understand the nature and extent of  
 8 the proposed activity or use, and/or (iii) where the impacts of such proposed use or activity  
 on the Conservation Values of the Property are difficult to ascertain within the thirty (30)  
 day period and more time is needed to complete such analysis (an "Extension"). Grantee  
 shall provide written notice to Grantor of any Extension needed and the reason therefor,  
 which shall automatically extend the time for Grantee to respond. Extension(s) shall not  
 exceed sixty (60) days.

9 C. Grantee's Failure to Approve Within the Required Time. When Grantee's approval is  
 10 required, and when Grantee does not grant or withhold its approval in the time period and  
 11 manner set forth herein, Grantor may assume Grantee's approval of the permitted use or  
 12 activity in question.

13 D. Addresses for Notices. Any notice, demand, request, consent, approval, or communication  
 14 that either party desires or is required to give to the other shall be in writing either served  
 15 personally, sent by certified mail, return receipt requested, postage prepaid, or by electronic  
 16 communication addressed as follows:

17 To Grantor: Hay Canyon Ranch, L.L.C.  
 18 Attn: Jabe Blumenthal  
 19 3514 E. Columbia St.  
 20 Seattle, WA 98122-5247

21 To Grantee: Chelan-Douglas Land Trust  
 22 18 N. Wenatchee Avenue  
 23 Wenatchee, WA 98801

24 or to such other address as either party from time to time shall designate by written notices  
 25 to the other.

## 26 XII. DISPUTE RESOLUTION

27 If a dispute arises between the parties concerning the consistency of any proposed use or proposed  
 28 activity with the purpose of this Easement, the parties shall meet together to discuss the dispute and  
 29 attempt resolution. Thereafter, the parties agree to attempt to resolve any such disputes by  
 30 negotiation and/or with a mutually agreed-upon mediator. However, if after 45 days these attempts  
 are unsuccessful, upon demand by either party, all claims between the parties shall be referred for  
 binding arbitration in accordance with the Washington Uniform Arbitration Act (RCW 7.04A et  
 seq.). There shall be one arbitrator, whose decision shall be final, and binding, and judgment may  
 be entered thereon. The arbitrator is authorized to restrict and/or limit discovery in the arbitrator's  
 discretion, to that discovery reasonable under the circumstances considering the complexity of the

1 matter and the amount in controversy. Each party waives any right to participate in a common or  
 2 joint action against the other party, including consolidation of arbitrated claims. If arbitration is  
 3 pursued, the substantially prevailing party shall be entitled, in addition to such other relief as may  
 4 be granted, to a reasonable sum for all its costs and expenses related to such mediation or  
 5 arbitration, including, without limitation, the fees and expenses of the mediator or arbitrator and  
 6 attorney's fees, which shall be determined by the mediator or arbitrator or any court of competent  
 7 jurisdiction that may be called upon to enforce or review the award. In the absence of special  
 8 circumstances, such as an emergency or to prevent eminent harm to persons or the property, the  
 9 parties agree not to proceed with the use or activity pending resolution of the dispute.

### 10 **XIII. GRANTEE'S REMEDIES**

11 A. **Notice of Violation, Corrective Action.** If Grantee determines that Grantor is in violation  
 12 of the terms of this Easement or that a violation is threatened, Grantee shall give written  
 13 notice to Grantor of such violation and demand corrective action sufficient to cure the  
 14 violation and, where the violation involves injury to the Property resulting from any use or  
 15 activity inconsistent with the purpose of this Easement, to restore the portion of the  
 16 Property so injured to its prior condition in accordance with a plan approved by Grantee.

17 B. **Grantor's Failure to Respond.** Grantee may bring an action as provided in paragraph C,  
 18 below, if Grantor:

- 19 1. Fails to cure the violation within thirty (30) days, or such additional time as  
 20 necessitated by weather conditions ("Cure Period") after receipt of notice thereof  
 21 from Grantee; or,
- 22 2. Under circumstances where the violation cannot reasonably be cured within the  
 23 Cure Period, fails to begin curing such violation within the Cure Period and fails  
 24 to continue diligently to cure such violation until finally cured.

25 C. **Grantee's Action.**

- 26 1. **Injunctive Relief.** Grantee may bring an action at law or in equity in a court having  
 jurisdiction to enforce the terms of this Easement:
  - 27 a. To enjoin the violation, ex parte as necessary, by temporary or permanent  
 28 injunction;
  - 29 b. To recover any damages to which it may be entitled for violation of the  
 30 terms of this Easement or injury to any of the Conservation Values  
 31 protected by this Easement, including damages for the loss of the  
 32 Conservation Values; and
  - 33 c. To require the restoration of the Property to the condition that existed prior  
 34 to any such injury.
- 35 2. **Damages.** Grantee shall be entitled to recover damages for violation of the terms  
 36 of this Easement injurious to any Conservation Values protected by this Easement,  
 including, without limitation, damages for the loss of scenic, aesthetic, or  
 environmental values. Without limiting Grantor's liability in any way, Grantee, in

1 its sole discretion, may apply any damages recovered to the cost of undertaking  
2 corrective or restoration action on the Property. All such actions for injunctive  
3 relief may be taken without Grantee being required to post bond or provide other  
4 security.

4 D. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances  
5 require immediate action to prevent or mitigate significant damage to the Conservation  
6 Values of the Property, Grantee may pursue its remedies under this Section without prior  
7 notice to Grantor or without waiting for the period provided for cure to expire; provided,  
8 that Grantee shall first make a reasonable attempt under the circumstances to give  
9 verbal/telephone notice to Grantor of the violation and proposed action.

8 E. Scope of Relief. Grantee's rights under this Section apply equally in the event of either  
9 actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's  
10 remedies at law for any violation of the terms of this Easement are inadequate and that  
11 Grantee shall be entitled to injunctive and other relief to which Grantee may be entitled,  
12 including specific performance of the terms of this Easement, without the necessity of  
13 proving the inadequacy of otherwise available legal remedies. Grantee's remedies  
14 described in this paragraph shall be cumulative and shall be in addition to all remedies now  
15 or hereafter existing at law or in equity.

13 F. Liquidated Damages. Inasmuch as the actual damages to the Conservation Values of the  
14 Property which could result from a breach of this Easement by Grantor would be  
15 impractical or extremely difficult to measure, the parties agree that the money damages  
16 Grantee is entitled to recover shall be the following:

- 15 1. With respect to the construction of any improvement prohibited by this Easement,  
16 which is not subsequently removed and the Property restored to its previous  
17 condition within a reasonable amount of time specified by Grantee, then damages  
18 shall be an amount equal to the greater of (a) the actual cost of such improvement,  
19 or (b) the increase in the fair market value of the Property or of any other real  
20 property owned by Grantor attributable to such improvement; and
- 21 2. With respect to any use or activity prohibited by this Easement, whether or not  
22 involving the construction or maintenance of an improvement, an amount equal to  
23 any economic gain realized by Grantor and/or any other party, commencing from  
24 the date of breach; provided, however, that if timber, logs or any other forest  
25 products are harvested or are removed in violation of the terms of this Easement,  
26 the amount determined under this Section shall be equal to three times the greater  
of (a) the actual sales price realized upon disposition of such harvested timber, logs  
or other forest products, or (b) the current market price of such harvested timber,  
logs or other forest products as of the date of breach; and
3. Any other damages allowable under Washington law, including, but not limited to,  
restoration of lost or damaged Conservation Values.
4. For purposes of this paragraph F and its subparagraphs, term "improvement" shall  
include any Structure prohibited by this Easement;

- 1 G. Costs of Enforcement. In the event Grantee must enforce the terms of this Easement, the  
2 costs of restoration necessitated by acts or omissions of Grantor, its agents, employees,  
3 contractors, family members, invitees or licensees in violation of the terms of this Easement  
4 and Grantee's reasonable enforcement expenses, including attorneys' and consultants' fees,  
5 shall be borne by Grantor or those of its personal representatives, heirs, successors, or  
6 assigns, against whom a judgment is entered. If Grantor ultimately prevails in any judicial  
7 proceeding initiated by Grantee to enforce the terms of this Easement, each party shall bear  
8 its own costs. In the event that Grantee secures redress for an Easement violation without  
9 initiating or completing a judicial proceeding, the reasonable costs of such restoration and  
10 Grantee's reasonable enforcement expenses shall be borne by Grantor and those of its  
11 personal representatives, heirs, successors, or assigns who are otherwise determined to be  
12 responsible for the unauthorized use or activity.
- 13 H. Grantee's Forbearance. Enforcement of the terms of this Easement shall be at the  
14 discretion of Grantee, and any forbearance by Grantee to exercise its rights under this  
15 Easement in the event of any breach of any terms of this Easement by Grantor, its agents,  
16 employees, contractors, family members, invitees or licensees shall not be deemed or  
17 construed to be a waiver by Grantee of such term of any of Grantee's rights under this  
18 Easement. Except as otherwise provided herein, no delay or omission by Grantee in the  
19 exercise of any right or remedy upon any breach by Grantor shall impair such right or  
20 remedy or be construed as a waiver.
- 21 I. Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this  
22 Easement and has consulted with and been advised by counsel of its terms and  
23 requirements. In full knowledge of the provisions of this Easement, Grantor hereby waives  
24 any claim or defense it may have against Grantee or its successors or assigns in interest  
25 under or pertaining to this Easement based upon waiver, laches, estoppel, or prescription.
- 26 J. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to  
entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition  
on the Property or to recover damages for any injury to or change in the Property resulting  
from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and  
earth movement, or for acts of trespassers, or from any prudent action taken by Grantor  
under emergency conditions to prevent, abate, or mitigate significant injury to the Property  
resulting from such causes.
- In the event the terms of this Easement are violated by acts of trespassers that Grantors  
could not reasonably have anticipated or prevented, Grantor agrees, at Grantee's option, to  
join in any suit, to assign its right of action to Grantee, or to appoint Grantee its attorney in  
fact, for the purpose of pursuing enforcement action against the responsible parties.
- K. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days  
execute and deliver to Grantor or to any party designated by Grantor any document,  
including an estoppel certificate that certifies, to the best of Grantee's knowledge,  
Grantor's compliance or lack thereof with any obligation of Grantor contained in this  
Easement and otherwise evidences the status of this Easement. Such certification shall be

1 limited to the condition of the Property as of Grantee's most recent inspection. If Grantor  
 2 requests more current documentation, Grantee shall conduct an inspection, at Grantor's  
 expense, within thirty (30) days after receipt of Grantor's written request.

3 **XIV. COSTS, LIABILITIES, TAXES, ENVIRONMENTAL**

- 4 A. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and  
 5 liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the  
 6 Property, including the maintenance of any insurance coverage desired by Grantor. Grantor  
 7 and Grantee release and relieve the other, and waive their entire right to recover for loss or  
 8 damage to the extent that the loss or damage is covered by the injured party's insurance.  
 9 This waiver applies whether or not the loss is due to the negligent acts or omissions of  
 10 Grantor or Grantee. Grantor remains solely responsible for obtaining any applicable  
 governmental permits and approval for any construction or other activity or use permitted  
 11 by this Easement, and all such construction or other activity or use shall be undertaken in  
 accordance with all applicable federal, state, and local laws, regulations, and requirements.  
 12 Grantor shall make every reasonable effort to keep the Property free of any liens arising  
 out of any work performed for, material furnished to, or obligations incurred by Grantor.
- 13 B. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, charges of  
 14 whatever description levied on or assessed against the Property by competent authority  
 15 (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this  
 16 Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.  
 If Grantor fails to pay any taxes when due, Grantee is authorized, but in no event obligated,  
 17 to make or advance such payment of taxes upon three (3) days prior written notice to  
 Grantor, in accordance with any bill, statement, or estimate procured from the appropriate  
 authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement  
 18 or estimate, and the obligation created by such payment shall bear interest until paid by  
 Grantor at the maximum rate allowed by law.
- 19 C. Representations and Warranties. Grantor represents and warrants that to the best of  
 20 Grantor's actual knowledge:
- 21 1. There are no apparent or latent defects in or on the Property;
  - 22 2. Grantor and the Property are in compliance with all federal, state, and local laws,  
 23 regulations and requirements applicable to the Property and its use;
  - 24 3. There has been no release, dumping, burying, abandonment, or migration from off-  
 25 site on the Property of any substances, materials, or wastes which are hazardous,  
 26 toxic, dangerous, harmful or are designated as, or contain components which are,  
 or are designated as, hazardous, toxic, dangerous, or harmful and/or which are  
 subject to regulation as hazardous, toxic, dangerous, or harmful and/or as a  
 pollutant by any federal, state or local law, regulation, statute, or ordinance;
  4. Neither Grantor nor Grantor's predecessors in interest have disposed of any  
 hazardous substances off-site, nor have they disposed of substances at sites  
 designated or proposed to be designated as federal or state Superfund (42 U.S.C.

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Par 9601 et seq.) or state Model Toxics Control Act (RCW 70.105D.010 et seq.) (“MTCA”) sites; and

5. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values of any portion of the Property. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws.

D. Remediation. If at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified, pursuant to any federal, state, or local law, regulation, or requirement as, toxic or dangerous to the air, water, or soil, or in any other way harmful or threatening to human health or environment, Grantor agrees, to the extent Grantor is legally required, to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee is responsible for remediation.

E. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, of any of Grantor’s activities on the Property, or otherwise to become an operation with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (“CERCLA”), and MTCA.

F. Grantor’s Indemnification. Grantor agrees to release and hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorney’s fees, arising from or in any way connected with:

1. Injury to or the death of any person, or physical damage to the Property or any personal property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, to the extent of Grantor’s fault as determined by dispute resolution or a court of law; and
2. The obligations, covenants, representations and warranties in paragraphs A, B, C, and D of this Section.

G. Grantee’s Indemnification. Grantee shall hold harmless, indemnify, and defend Grantor and its members, managers, employs agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with injury to or the death of any

1 person, or physical damage to any property, resulting from any act, omission, condition, or  
 2 other matter related to or occurring on or about the Property that is a consequence of  
 3 Grantee's actions or the actions of Grantee's members, directors, officers, employees,  
 4 agents or contractors, to the extent of Grantee's fault as determined by dispute resolution or  
 a court of law; except that this indemnification does not apply to any liabilities, penalties,  
 costs, losses, damages, expenses, causes of action, claims, demands, or judgments arising  
 from recreation activities permitted under Section VIII.

5 **XV. SUBSEQUENT TRANSFER OR EXTINGUISHMENT**

6  
 7 A. Extinguishment. This Easement may not be terminated or extinguished, either in whole or  
 in part, except under one or more of the following circumstances:

- 8 1. Upon petition by one or all of the parties, if a court having jurisdiction over this  
 9 Easement determines by judicial proceedings that circumstances have rendered the  
 Purpose of this Easement impossible to achieve.
- 10 2. All or any of the Property is taken by exercise of the power of eminent domain or  
 11 acquired in lieu of condemnation, whether by public, corporate, or other authority.

12 B. Valuation. This Easement constitutes a real property interest immediately vested in  
 13 Grantee, which, for the purpose of Section XV, paragraph A of this Easement, the Parties  
 stipulate that the fair market value of the Easement has been determined by an appraisal of  
 14 the Property. The value of the Property unencumbered by the Easement is Five Hundred  
 Sixty Three Thousand dollars (\$563,000) ("Before Value"), and the value of the Property  
 15 encumbered by the Easement is One Hundred Ten Thousand Dollars (\$110,000) ("After  
 Value"). The difference between the Before Value and the After Value is the fair market  
 16 value of the Easement at the time of the grant of this Easement ("Easement Value"), which  
 is Four Hundred Fifty Three Thousand Dollars (\$453,000). The ratio of the Easement  
 17 Value to the Before Value is 80.46% (the "Value Ratio"). For the purposes of this  
 paragraph, the Value Ratio shall remain constant.

18 C. Condemnation. If all or any of the Property is taken by exercise of the power of eminent  
 19 domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or  
 other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee  
 20 shall act jointly to recover the full value of the interest in the Property subject to the taking  
 or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu  
 21 purchase. All expenses reasonably incurred by Grantor and Grantee in connection with the  
 taking or in lieu purchase shall be paid out of the amount recovered. Except as provided by  
 22 applicable law, Grantor and Grantee agree that Grantee's share of the balance of the amount  
 recovered shall be determined by multiplying that balance by the Value Ratio set forth in  
 23 Section XV paragraph B above, and Grantee's obligation under the Notice of Grant  
 Agreement is determined by multiplying the Grantee's Share by the Funder Compensation  
 24 Ratio.



1 D. Application of Proceeds. Grantee shall use any proceeds received under the circumstances  
2 described in this Section XV in a manner consistent with its conservation purposes, which  
are exemplified by the Easement.

3 E. Subsequent Transfers. Grantor agrees to:

- 4 1. Incorporate the terms of this Easement by reference in any deed or other legal  
5 instrument by which it divests itself of any interest in all or a portion of the  
Property, including without limitation, a leasehold interest;
- 6 2. Describe this Easement in and append it to, any executory contract for the transfer  
7 of any interest in the Property;
- 8 3. Give written notice to Grantee of the transfer of any interest in all or a portion of  
9 the Property no later than twenty-one (21) days prior to the date of such transfer.  
Such notice to Grantee shall include the name, address, and telephone number of  
the prospective transferee or the prospective transferee's representative.

10 The failure of Grantor to perform any act required by this paragraph E and its  
11 subparagraphs shall not impair the validity of this Easement or limit its enforceability in  
any way.

12 **XVI. AMENDMENT**

13 If circumstances arise under which an amendment to or modification of this Easement would be  
14 appropriate consistent with Grantee's policies, Grantor and Grantee may jointly amend this  
15 Easement; provided that no amendment shall be allowed that shall affect the qualification of this  
16 Easement or the status of Grantee under any applicable laws, including but not limited to RCW  
17 64.04.130, Chapter 84.34 RCW, or Sections 501(c)(3) and 170(h) of the Internal Revenue Code of  
18 1986, as amended (or any successor provisions(s) then applicable). Any such amendment shall be  
consistent with the Purpose of this Easement, shall not affect its perpetual duration, shall be in  
accordance with the Assignment of Rights referred to in Section XVII and shall be recorded in the  
official records of Chelan County, Washington, and any other jurisdiction in which such recording  
is required.

19 **XVII. ASSIGNMENT AND SUCCESSION**

20 A. Assignment. This Easement is transferable by Grantee, only to an organization that is a  
21 qualified organization at the time of transfer under Section 170(h) of the Internal Revenue  
22 Code of 1986, as amended (or any successor provision then applicable), and the applicable  
23 regulations promulgated thereunder, and authorized to acquire and hold conservation  
24 easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision(s) then  
25 applicable). As a condition of such transfer, Grantee shall require that the Conservation  
26 Purposes that this Easement is intended to advance continue to be carried out by the  
transferee. Grantee shall notify Grantor in writing, at Grantor's last known address, in  
advance of such assignment. The failure of Grantee to give such notice shall not affect the  
validity of such assignment nor shall it impair the validity of this Easement or limit its  
enforceability in any way.

- 1 B. Assignment of Rights. Grantor hereby acknowledges its authorization and approval of the  
 2 assignment of certain rights in this Easement to the State of Washington, which rights shall  
 3 be co-held by Grantee and the State of Washington through the Recreation and  
 4 Conservation Office. This Assignment of Rights shall be substantially in the form attached  
 5 to this Easement as Exhibit F.
- 6 C. Succession. If at any time it becomes impossible for Grantee to ensure compliance with  
 7 the covenants, terms, conditions and restrictions contained in this Easement and Grantee  
 8 has not named a successor organization, or Grantee shall cease to exist or to be a "qualified  
 9 organization" under Section 170(h) of the Internal Revenue Code of 1986, as amended (or  
 10 any successor provision then applicable) or to be authorized to acquire and hold  
 11 conservation easements under RCW 64.04.130 and RCW 84.34.250 (or any successor  
 12 provision(s) then applicable), then Grantee's rights and obligations under this Easement  
 shall become vested and fall upon such other entity, with purposes similar to the Chelan-  
 Douglas Land Trust constituting a "qualified organization" within the meaning of the Code  
 (or corresponding provision of any future statute), provided that if such vesting is deemed  
 to be void under the Rule Against Perpetuities, the rights and obligations under this  
 Easement shall vest in such organization as a court of competent jurisdiction shall direct,  
 pursuant to the applicable Washington law and the Code (or corresponding provision of  
 any future statute) and with due regard to the purposes of this Easement.

13 **XVIII. RECORDATION**

14 Grantee shall record this instrument in a timely fashion in the official records of Chelan County,  
 15 Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be  
 required to preserve its rights in this Easement.

16 **XIX. GENERAL PROVISIONS**

- 17 A. Effective Date. The Effective Date of this Easement shall be the date on which Grantor  
 18 executed this Easement.
- 19 B. Controlling Law. The interpretation and performance of this Easement shall be governed  
 20 by the laws of the State of Washington.
- 21 C. Liberal Construction. Any general rule of construction to the contrary notwithstanding,  
 22 this Easement shall be liberally construed in favor of the grant to effect the Purpose of this  
 23 Easement and the policy and purpose of RCW 64.04.130 and Chapter 84.34.RCW. If any  
 provision in this instrument is found to be ambiguous, an interpretation consistent with the  
 purpose of this Easement that would render the provision valid shall be favored over any  
 interpretation that would render it invalid.
- 24 D. Severability. If any provision of this Easement, or its application to any person or  
 25 circumstance, is found to be invalid, the remainder of the provisions of this Easement, or  
 26 the application of such provision to persons or circumstances other than those as to which  
 it is found to be invalid, as the case may be, shall not be affected.

- 1 E. Entire Agreement. This instrument sets forth the entire agreement of the parties with  
2 respect to the Property and supersedes all prior discussions, negotiations, understandings,  
3 or agreements between Grantor and Grantee relating to the Property, all of which are  
4 merged into this Easement. No alteration or variation of this instrument shall be valid or  
5 binding unless contained in an amendment that complies with Section XVI.
- 6 F. No Forfeiture. Nothing contained in this Easement will result in a forfeiture or reversion  
7 of Grantor's title in any respect.
- 8 G. "Grantor" - "Grantee". The terms "Grantor" and "Grantee," wherever used in this  
9 Easement, and any pronouns used in their place, shall be held to mean and include,  
10 respectively the above-named Grantor, and its successors, and assigns, and the above-  
11 named Grantee, and its successors and assigns.
- 12 H. Number; Gender; Permissive Versus Mandatory Usage. Where the context permits,  
13 references to the singular shall include the plural and vice versa, and to the neuter gender  
14 shall include the feminine and masculine. Use of the word "may" shall denote an option  
15 or privilege and shall impose no obligation upon the party which may exercise such option  
16 or privilege; use of the word "shall" shall denote a duty or an obligation.
- 17 I. Captions and Construction. The captions in this Easement are for the convenience of the  
18 reader and are not to be considered in the interpretation of its terms.
- 19 J. Successors and Assigns. The covenants, terms, conditions, and restrictions of this  
20 Easement shall be binding upon, and inure to the benefit of, the parties to this Easement  
21 and their respective successors, and assigns, and shall continue as a servitude running in  
22 perpetuity with the Property.
- 23 K. Termination of Rights and Obligations. A party's rights and obligations under this  
24 Easement terminate upon transfer of the party's interest in the Easement or Property, except  
25 that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 26 L. Counterparts. The parties may execute this instrument in two or more counterparts, which  
shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an  
original instrument as against any party who has signed it. In the event of any disparity  
between the counterparts produced, the recorded counterpart shall be controlling.
- M. Authority. The individuals signing below, if signing on behalf of any entity, represent and  
warrant that they have the requisite authority to bind the entity on whose behalf they are  
signing.
- N. Independent Counsel. Grantor has been represented by Lorri Dunsmore, Perkins Coie,  
LLP. Grantee has been represented by Todd Kiesz, Jeffers, Danielson, Sonn & Aylward,  
P.S.



1 THE CHELAN-DOUGLAS LAND TRUST does hereby accept the above Grant Deed of Conservation  
 2 Easement.

3 "GRANTEE"

4 CHELAN-DOUGLAS LAND TRUST  
 5 A Washington Public Benefit Corporation

6 Suzanne Hart

7 By: SUZANNE HARTMAN

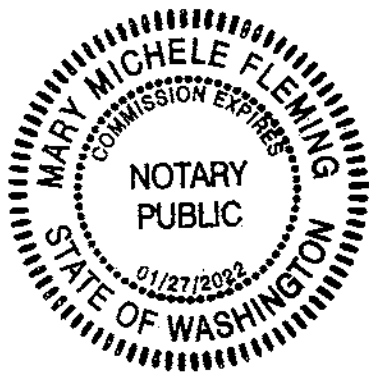
8 Title: PRESIDENT CDLT

9 Date: 08/30/2020

11 STATE OF WASHINGTON )  
 12 ) ss.  
 13 COUNTY OF Chelan )

14 I certify that I know or have satisfactory evidence that Suzanne Hartman is the person who appeared  
 15 before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was  
 16 authorized to execute the instrument and acknowledged it, as the Board President of CHELAN-  
 17 DOUGLAS LAND TRUST, a Washington public benefit corporation, to be the free and voluntary act of  
 18 such party for the uses and purposes mentioned in the instrument.

19 Dated this 30<sup>th</sup> day of August, 2020.



20 Mary Michele Fleming

21 Typed/Printed Name MARY MICHELE FLEMING

22 NOTARY PUBLIC

23 In and for the State of Washington

24 My appointment expires 1/27/22

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**Exhibit A  
Legal Description**

The Northwest quarter of Southwest Quarter, Section 22, Township 24 North, Range 19 E.W.M.,  
Chelan County, Washington  
**APN 241922000100**

and

The West Half of the Northwest Quarter, Section 27, Township 24 North, Range 19 E.W.M.,  
Chelan County, Washington  
**APN 241927230000**

and

**Final Parcel C of BLA 18-044**, for particularly described as follows:

The South Half of the Northwest Quarter of Section 22, Township 24 North, Range 19 East, W.M.,  
Chelan County, Washington.

TOGETHER WITH that portion of the Southwest Quarter of the Northeast Quarter of said Section  
22, lying Westerly of a line described as follows at NAD 83/11, Washington State Coordinate  
System, North Zone, using a combined scale factor of 0.99991443410912 ground to grid:

Commencing at the southwest corner of said Southwest Quarter of the Northeast Quarter, being  
also the center of said Section 22, from which the East Quarter corner of said Section 22 bears  
South 89°52'39" East for a distance of 2632.16 feet, said point being the TRUE POINT OF  
BEGINNING FOR THIS LINE DESCRIPTION;

thence North 21°37'17" East for a distance of 1451.92 feet to a point at the bottom of a canyon  
on the north line of said Southwest Quarter of the Northeast Quarter, said point being South  
89°54'00" West for a distance of 761.34 feet from the northeast corner of said Southwest  
Quarter of the Northeast Quarter, said point being also and the END OF THIS LINE DESCRIPTION.

**APN 241922240000**

and

**Final Parcel D of BLA 18-044**, for particularly described as follows:

The Northeast Quarter of the Southwest Quarter of Section 22, Township 24 North, Range 19  
East, W.M., Chelan County, Washington.

TOGETHER WITH that portion of the Northwest Quarter of the Southeast Quarter of said Section  
22 lying Westerly of a line that is 20 feet Easterly of, when measured at right angles to, a line  
described as follows at NAD 83/11, Washington State Coordinate System, North Zone, using a  
combined scale factor of 0.99991443410912 ground to grid:

Commencing at the most northerly corner of Lot 1, Chelan County Short Plat No. 3533, as  
recorded under Auditor's File Number 2000160, a found 5/8" rebar and cap marked "Horton  
Dennis LS 17680, 24228, 28240, 22964" on the easterly right of way of Nahahum Canyon Road,

1 from which the northwest corner of Lot 4, said Short Plat No. 3533, a found 5/8" rebar and cap  
2 marked "Horton Dennis LS 17680, 24228, 28240, 22964", bears North 74°52'24" East for a  
3 distance of 227.30 feet;  
4 thence South 68°51'05" West a distance of 30.93 feet to the centerline of said Nahahum Canyon  
5 Road;  
6 thence North 54°38'48" West leaving said centerline a distance of 29.23 feet to a point on the  
7 westerly right of way of said Nahahum Canyon Road, said point being also in the center of an  
8 existing dirt access road and the TRUE POINT OF BEGINNING FOR THIS LINE DESCRIPTION;  
9 thence continuing North 54°38'48" West along the center of said dirt road a distance of 40.07 feet  
10 to the beginning of a curve to the left;  
11 thence continuing along the center of said dirt road on said curve defined by a radius of 200.00  
12 feet, through a central angle of 11°05'32", for a distance of 38.72 feet to the beginning of a  
13 reverse curve to the right;  
14 thence continuing along the center of said dirt road on said curve defined by a radius of 400.00  
15 feet, through a central angle of 17°05'08", for a distance of 119.28 feet;  
16 thence North 48°39'12" West continuing along the center of said dirt road a distance of 167.53  
17 feet to the beginning of a curve to the right;  
18 thence continuing along the center of said dirt road on said curve defined by a radius of 100.00  
19 feet, through a central angle of 14°13'52", for a distance of 24.84 feet;  
20 thence North 34°25'20" West continuing along the center of said dirt road a distance of 138.41  
21 feet to the beginning of a curve to the left;  
22 thence continuing along the center of said dirt road on said curve defined by a radius of 500.00  
23 feet, through a central angle of 03°58'40", for a distance of 34.71 feet;  
24 thence North 38°24'00" West continuing along the center of said dirt road a distance of 191.54  
25 feet to the beginning of a curve to the right;  
26 thence continuing along the center of said dirt road on said curve defined by a radius of 40.00  
feet, through a central angle of 82°32'51", for a distance of 57.63 feet;  
thence North 44°08'52" East continuing along the center of said dirt road a distance of 26.78 feet  
to the beginning of a curve to the right;  
thence continuing along the center of said dirt road on said curve defined by a radius of 100.00  
feet, through a central angle of 35°32'28", for a distance of 62.03 feet;  
thence North 79°41'19" East continuing along the center of said dirt road a distance of 26.58 feet  
to the beginning of a curve to the left;  
thence continuing along the center of said dirt road on said curve defined by a radius of 100.00  
feet, through a central angle of 114°53'11", for a distance of 200.51 feet;  
thence North 35°11'52" West continuing along the center of said dirt road a distance of 16.66 feet  
to the beginning of a curve to the left;  
thence continuing along the center of said dirt road on said curve defined by a radius of 225.00  
feet, through a central angle of 27°45'52", for a distance of 109.03 feet;  
thence North 62°57'44" West continuing along the center of said dirt road a distance of 75.89  
feet;  
thence North 20°42'11" West from the said 20 foot offset point at the end of the previously  
described course for a distance of 695.31 feet to the center of said Section 22 and the END OF  
THIS LINE DESCRIPTION, said final course to have no offset.  
EXCEPT that portion lying Easterly of Nahahum Canyon Road.

1 **APN 241922310000**

2 and

3 **Final Parcel E of BLA 18-044**, for particularly described as follows:

4 The South Half of the Southwest Quarter of Section 22, Township 24 North, Range 19 East,  
 5 W.M., Chelan County, Washington.

6 TOGETHER WITH that portion of the Southwest Quarter of the Southeast Quarter of said Section  
 7 22 lying Westerly of a line that is 20 feet Easterly of, when measured at right angles to, a line  
 8 described as follows at NAD 83/11, Washington State Coordinate System, North Zone, using a  
 9 combined scale factor of 0.99991443410912 ground to grid:

10 Commencing at the most northerly corner of Lot 1, Chelan County Short Plat No. 3533, as  
 11 recorded under Auditor's File Number 2000160, a found 5/8" rebar and cap marked "Horton  
 12 Dennis LS 17680, 24228, 28240, 22964" on the easterly right of way of Nahahum Canyon Road,  
 13 from which the northwest corner of Lot 4, said Short Plat No. 3533, a found 5/8" rebar and cap  
 14 marked "Horton Dennis LS 17680, 24228, 28240, 22964", bears North 74°52'24" East for a  
 15 distance of 227.30 feet;

16 thence South 68°51'05" West a distance of 30.93 feet to the centerline of said Nahahum Canyon  
 17 Road;

18 thence North 54°38'48" West leaving said centerline a distance of 29.23 feet to a point on the  
 19 westerly right of way of said Nahahum Canyon Road, said point being also in the center of an  
 20 existing dirt access road and the TRUE POINT OF BEGINNING FOR THIS LINE DESCRIPTION;

21 thence continuing North 54°38'48" West along the center of said dirt road a distance of 40.07 feet  
 22 to the beginning of a curve to the left;

23 thence continuing along the center of said dirt road on said curve defined by a radius of 200.00  
 24 feet, through a central angle of 11°05'32", for a distance of 38.72 feet to the beginning of a  
 25 reverse curve to the right;

26 thence continuing along the center of said dirt road on said curve defined by a radius of 400.00  
 feet, through a central angle of 17°05'08", for a distance of 119.28 feet;

thence North 48°39'12" West continuing along the center of said dirt road a distance of 167.53  
 feet to the beginning of a curve to the right;

thence continuing along the center of said dirt road on said curve defined by a radius of 100.00  
 feet, through a central angle of 14°13'52", for a distance of 24.84 feet;

thence North 34°25'20" West continuing along the center of said dirt road a distance of 138.41  
 feet to the beginning of a curve to the left;

thence continuing along the center of said dirt road on said curve defined by a radius of 500.00  
 feet, through a central angle of 03°58'40", for a distance of 34.71 feet;

thence North 38°24'00" West continuing along the center of said dirt road a distance of 191.54  
 feet to the beginning of a curve to the right;

thence continuing along the center of said dirt road on said curve defined by a radius of 40.00  
 feet, through a central angle of 82°32'51", for a distance of 57.63 feet;

thence North 44°08'52" East continuing along the center of said dirt road a distance of 26.78 feet  
 to the beginning of a curve to the right;

thence continuing along the center of said dirt road on said curve defined by a radius of 100.00  
 feet, through a central angle of 35°32'28", for a distance of 62.03 feet;

26



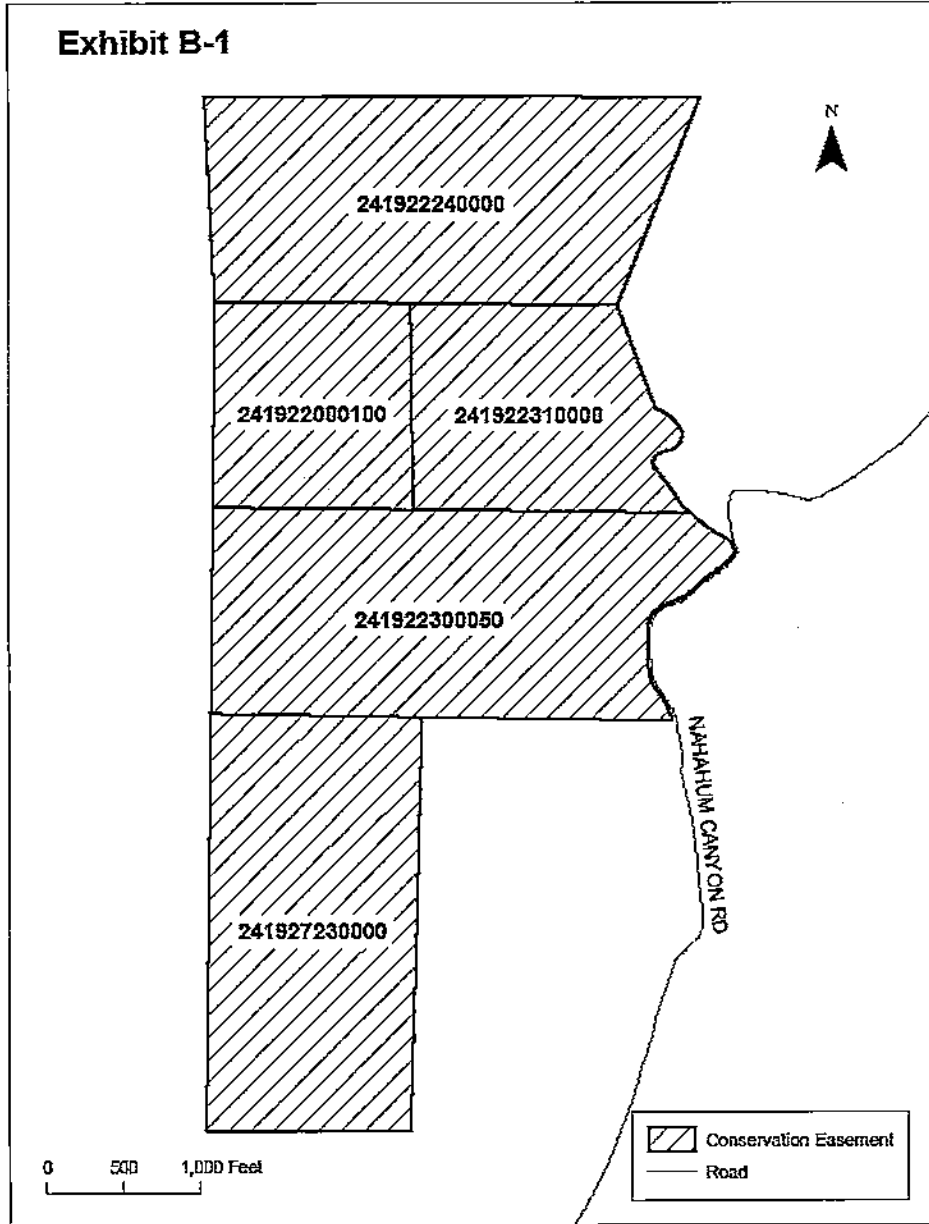
1 thence North 79°41'19" East continuing along the center of said dirt road a distance of 26.58 feet  
to the beginning of a curve to the left;  
2 thence continuing along the center of said dirt road on said curve defined by a radius of 100.00  
3 feet, through a central angle of 114°53'11", for a distance of 200.51 feet;  
4 thence North 35°11'52" West continuing along the center of said dirt road a distance of 16.66 feet  
to the beginning of a curve to the left;  
5 thence continuing along the center of said dirt road on said curve defined by a radius of 225.00  
feet, through a central angle of 27°45'52", for a distance of 109.03 feet;  
6 thence North 62°57'44" West continuing along the center of said dirt road a distance of 75.89  
feet;  
7 thence North 20°42'11" West from the said 20 foot offset point at the end of the previously  
described course for a distance of 695.31 feet to the center of said Section 22 and the END OF  
8 THIS LINE DESCRIPTION, said final course to have no offset.

**APN 241922300050**

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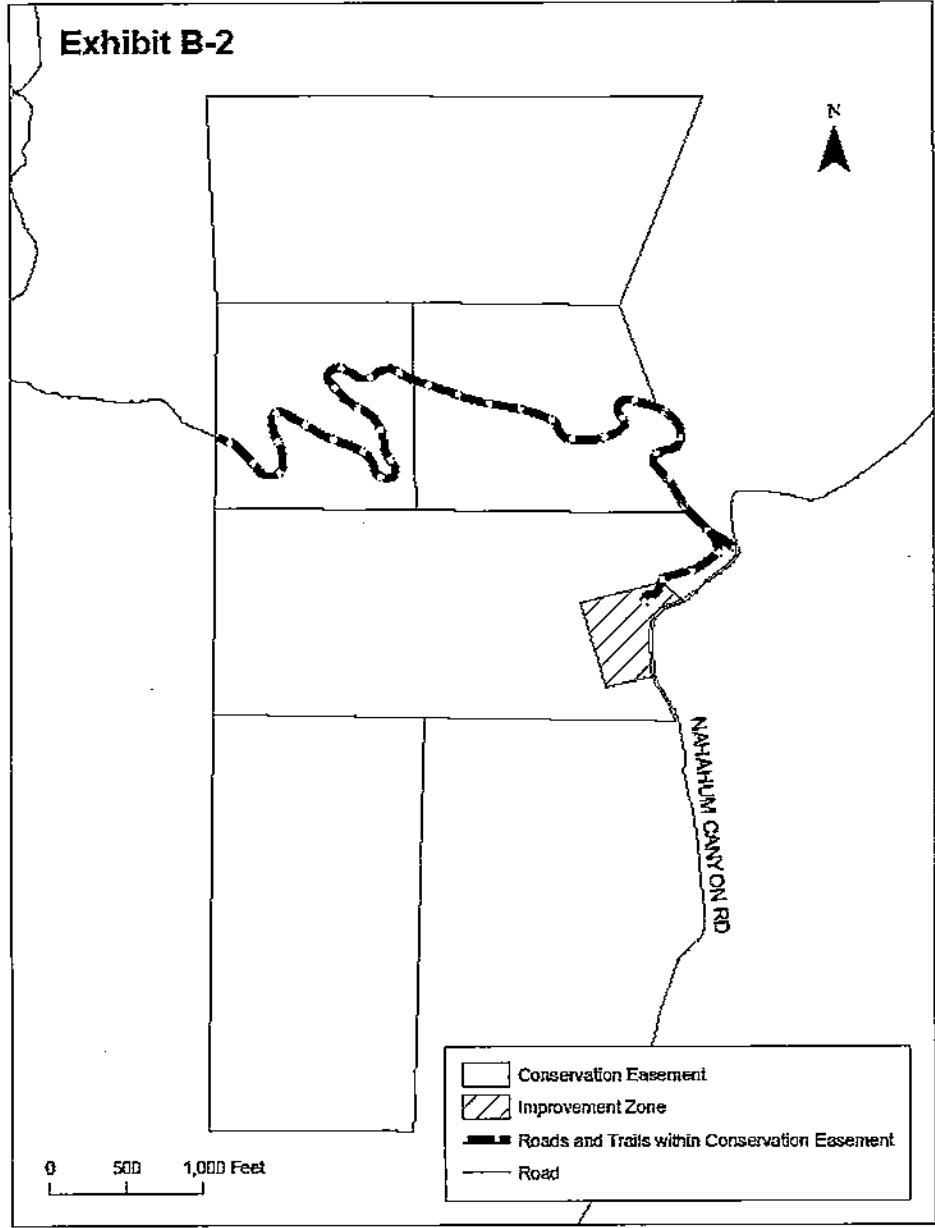
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**Exhibit "B-1"**  
**Site Map. Property**



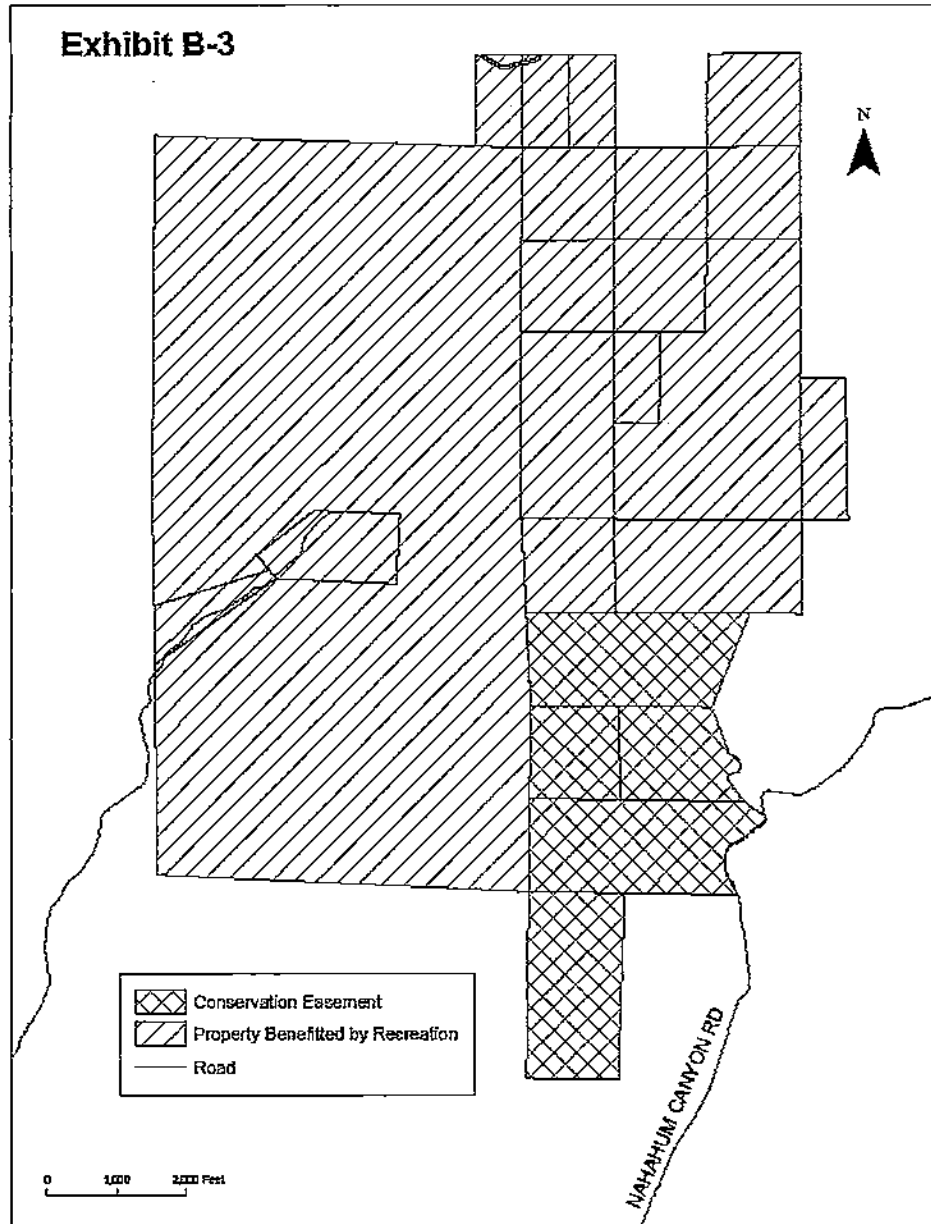
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**Exhibit "B-2"**  
**Site Map. Property Roads, Trails, Improvement Zone**



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**Exhibit "B-3"**  
**Properties Benefitted by Recreation**



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Exhibit "C"

Acknowledgment of Baseline Documentation Report

Grantor and Grantee acknowledgment that each has reviewed the "Nahahum Canyon Ranch Conservation Easement Baseline Documentation Report," dated August 17, 2020, and that the report accurately reflects the currently available baseline data regarding the condition of the Property subject to the Easement as of the date of conveyance of the Easement.

CHELAN-DOUGLAS LAND TRUST,  
a Washington non-profit corporation

HAY CANYON RANCH, L.L. C., a  
Washington limited liability corporation



BY: SUZANNE HARTMAN

BY: JABE BLUMENTHAL

Its: PRESIDENT

Its: OWNER

Date: 08/30/2020

Date: AUGUST 30, 2020

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**Exhibit "D"**  
**Title Exceptions**

- 2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
- 3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- 4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
- 5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
- 6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- 7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 16. Taxes which may be assessed and extended on any subsequent roll for the tax year 2020, with respect to new improvements and the first occupancy which may be included on the regular assessment roll and which are an accruing lien not yet due or payable.
- 17. A Contract of Sale and the terms and conditions thereof:
  - Seller: John E. Scott and Jean Scott, husband and wife
  - Purchaser: Hay Canyon Ranch, LLC, a Washington Limited Liability Company
  - Dated: March 02, 2018
  - Recorded: March 06, 2018
  - Recording No.: 2474000
  - Excise Tax Receipt No.: 177907, Dated: March 06, 2018
- 19. Easement, including terms and provisions contained therein:
  - Recording Information: 62992
  - For: Right of way
- 20. Easement, including terms and provisions contained therein:
  - Recording Information: 588034
  - In Favor of: Public Utility District 1 of Chelan County
  - For: Electric transmission and/or distribution system
  - Affects: Portions in Section 22

Said instrument is a re-record of recording no(s). 587511

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- 21. Easement, including terms and provisions contained therein:  
Recording Information: 8206010064  
In Favor of: General Telephone Company of the Northwest, Inc., a corporation  
For: The right to install, inspect, and maintain all of the facilities necessary to provide communication service, power service, and other related services
  
- 22. Right of way for Nahahum Canyon Road.
  
- 23. Terms, covenants, conditions, restrictions, easements, boundary discrepancies and encroachments as contained in recorded Lot Line Adjustment (Boundary Line Revisions):  
Recorded: February 27, 2018  
Recording Information: 2473676
  
- 24. Easement, including terms and provisions contained therein:  
Recording Information: 2487578  
In Favor of: John E. Scott and Jean Scott, husband and wife  
For: Service Road/Trial
  
- 25. Conditions, notes, easements, provisions and/or encroachments contained and/or delineated on the face of the Survey No. 2491346, recorded in volume 69 of surveys, at page(s) 4, in Chelan County, Washington.
  
- 26. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of Nahahum Creek, if it is navigable.
  
- 27. Any question that may arise due to the shifting and/or changing in the course of Nahahum Creek.
  
- 28. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

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**Exhibit "E"**

**Legal Description of Adjoining Properties Benefitted by Recreation Access**

Real property in the County of Chelan, State of Washington, described as follows:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

APN 241915220000

And

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

APN 241915230000

And

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M. CHELAN COUNTY, WASHINGTON.

APN 241915240000

And

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON. THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON. THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON. THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY.

APN 241915000000

And

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M. TOGETHER WITH THE WEST HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

ALSO KNOWN AS LOT C OF CHELAN COUNTY BOUNDARY LINE ADJUSTMENT 2008-131 RECORDED NOVEMBER 21, 2008 UNDER AUDITOR'S FILE NO. 2293587.

APN 241915440100

And

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

APN 241915330100

And



1 THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH,  
2 RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

3 APN 241915300000

4 And

5 ALL OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY,  
6 WASHINGTON.

7 TOGETHER WITH ALL OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19 E.W.M., CHELAN  
8 COUNTY WASHINGTON.

9 EXCEPT THE FOLLOWING DESCRIBED PARCELS A & B, LYING IN SAID SECTION 21; BASIS  
10 OF BEARING ASSUMED BASED ON THE DEPENDENT RESURVEY OF TOWNSHIP 24 NORTH,  
11 RANGE 19, E.W.M., FILED APRIL 10, 1939, OFFICE OF THE G.L.O..

12 PARCEL "A" IN THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP  
13 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY  
14 DESCRIBED AS FOLLOWS:

15 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP  
16 MONUMENT; THENCE SOUTH ALONG THE WEST LINE OF SECTION 21 A DISTANCE OF  
17 1493.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG  
18 SAID WEST LINE OF SECTION 21 A DISTANCE OF 845.07 FEET; THENCE NORTH 54°27'37"  
19 EAST A DISTANCE OF 2140.26 FEET; THENCE NORTH 36°37'22" WEST ON A LINE BETWEEN  
20 THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET;  
21 THENCE SOUTH 72°23'08" WEST A DISTANCE OF 1737.86 FEET TO THE TRUE POINT OF  
22 BEGINNING.

23 PARCEL "B" IN THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 21,  
24 TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE  
25 PARTICULARLY DESCRIBED AS FOLLOWS:

26 COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP  
MONUMENT; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF  
2315.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE  
NORTH LINE OF SAID SECTION 21 A DISTANCE 348.12 FEET TO THE NORTH QUARTER  
CORNER OF SAID SECTION 21; THENCE CONTINUING EAST ALONG THE NORTH LINE OF  
SECTION 21 A DISTANCE OF 896.69 FEET; THENCE SOUTH 02°18'53" WEST A DISTANCE OF  
1009.73 FEET; THENCE NORTH 87°18'04" WEST BEING SOUTH OF AND PARALLEL WITH AND  
1009.71 FEET DISTANT FROM AT RIGHT ANGLES THE NORTH LINE OF SAID SECTION 21 A  
DISTANCE OF 1750.56 FEET; THENCE NORTH 36°37'22" WEST BETWEEN THE BUILDINGS ON  
PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET; THENCE NORTH  
40°45'53" WEST A DISTANCE OF 285.31 FEET; THENCE NORTH 52°09'25" EAST A DISTANCE OF  
1046.68 FEET TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL C OF CHELAN COUNTY BOUNDARY LINE ADJUSTMENT 2017-393  
RECORDED DECEMBER 11, 2017 UNDER AUDITOR'S FILE NO. 2470044.

APN 241916000000

And

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 24  
NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

APN 241922200000

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And  
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON. THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON.

APN 241922000050

And  
THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., IN CHELAN COUNTY, WASHINGTON.

APN 241909440100

And  
NEW PARCEL A OF BLA 2017-393, AFN 2470044, CHELAN COUNTY, WASHINGTON RECORDED DECEMBER 11, 2017:

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP MONUMENT; THENCE SOUTH ALONG THE WEST LINE OF SECTION 21 A DISTANCE OF 1493.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST LINE OF SECTION 21 A DISTANCE OF 845.07 FEET; THENCE NORTH 54°27'37" EAST A DISTANCE OF 2140.26 FEET; THENCE NORTH 36°37'22" WEST ON A LINE BETWEEN THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET; THENCE SOUTH 72°23'08" WEST A DISTANCE OF 1737.86 FEET TO THE TRUE POINT OF BEGINNING.

AFN 241921230050

And  
NEW PARCEL B OF BLA 2017-393, AFN 2470044, CHELAN COUNTY, WASHINGTON RECORDED DECEMBER 11, 2017:

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF SECTION 21, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21, A BRASS CAP MONUMENT; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 2315.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID SECTION 21 A DISTANCE 348.12 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 21; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SECTION 21 A DISTANCE OF 896.69 FEET; THENCE SOUTH 02°18'53" WEST A DISTANCE OF 1009.73 FEET; THENCE NORTH 87°18'04" WEST BEING SOUTH OF AND PARALLEL WITH AND 1009.71 FEET DISTANT FROM AT RIGHT ANGLES THE NORTH LINE OF SAID SECTION 21 A DISTANCE OF 1750.56 FEET; THENCE NORTH 36°37'22" WEST BETWEEN THE BUILDINGS ON PARCEL B AND A SPRING ON PARCEL A, A DISTANCE OF 158.07 FEET; THENCE NORTH 40°45'53" WEST A DISTANCE OF 285.31 FEET; THENCE NORTH 52°09'25" EAST A DISTANCE OF 1046.68 FEET TO THE TRUE POINT OF BEGINNING.

1 AFN 241921000050

2 And

3 THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 24  
4 NORTH, RANGE 19, E.W.M.

5 AFN 241910430000

6 And

7 THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 24  
8 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON

9 AFN 241915120000

10 And

11 THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24  
12 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON

13 AFN 241915210000

14 And

15 THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF  
16 SECTION 10, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY, WASHINGTON

17 AFN 241910300000

18 And

19 THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF  
20 SECTION 10, TOWNSHIP 24 NORTH, RANGE 19, E.W.M. CHELAN COUNTY, WASHINGTON

21 AFN 241910330050

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**Exhibit "F"**  
**Assignment of Rights to State of Washington Recreation and Conservation Office**

Upon Recording, Please Return To:  
Washington Recreation and Conservation Office  
PO Box 48917  
Olympia, WA 98504-0917  
Attn: Michelle Burbridge

**ASSIGNMENT OF RIGHTS WASHINGTON STATE RECREATION AND CONSERVATION OFFICE**

**Document Title:** Assignment of Rights  
**Reference No. of Related Document:** AFN:  
**Assigner:** Chelan-Douglas Land Trust  
**Assignee:** The State of Washington, through the Recreation and Conservation Office, including any successor agencies  
**Abbreviated Legal Description:** Portions of Sections 22 and 27, Township 24 North, Range 19 E.W.M., Chelan County, Washington.  
More particularly described in Exhibit 2 (Legal Description)

**Assessor's Parcel Nos:** 241927230000, 241922000100, 241922240000, 241922300050, 241922310000

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by THE CHELAN-DOUGLAS LAND TRUST, a Washington non-profit corporation ("Assignor"), to and in favor of THE STATE OF WASHINGTON through the Recreation and Conservation Office ("Assignee"), including any successor agencies.

**RECITALS**

• Assignor has entered into Nahahum Canyon Conservation Easement, ("Easement") with certain property owners ("Owner") in Chelan County, Washington. The names and addresses of the Owners and the recording number of the Easement are set forth in Exhibit 1 attached hereto and incorporated herein. The legal description of the Property subject to the Easement is set forth in Exhibit 2 attached hereto and incorporated herein.

• The purpose of the Easement is described in the Easement. That purpose is also described in the Project Agreement entered into between the recipient of RCO funds ("Sponsor") and the Assignee through the RCO entitled Cashmere Canyons Preserve Project Number #18-1371C dated January 29, 2020 and the supporting materials which are on file with the Assignee in connection with the Project Agreement, which Project Agreement is incorporated herein by this reference. That purpose includes protection of habitat, public access, and trails, as defined in the Easement.

• Owner has authorized Assignor to assign to the Assignee certain rights for access to and stewardship of the property covered by the Easement. Assignment of such rights is a necessary



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condition to receipt of grant funding under the Project Agreement and the policies of the Recreation and Conservation Funding Board administered by the Assignee. Such rights are valuable to the Assignee in connection with ensuring protection of habitat and protection of public rights under the terms of the Easement. The assignment of such rights to the Assignee State, however, does not in any way relieve the Chelan-Douglas Land Trust of such duties to enforce the Conservation Easement as may be imposed on it under the Conservation Easement and the Project Agreement.

• These recitals are incorporated herein by this reference.

Now, therefore, Assignor and the Assignee agree as follows:

**AGREEMENT**

1. **Assignment.** For and in consideration of monies coming in whole or in part from the State of Washington Recreation and Conservation Office and in fulfillment of terms of the Project Agreement identified herein, Assignor does hereby assign, transfer, set over, convey and deliver to the Assignee individually, and as the representative of all the people of the State, the following joint rights (collectively referred to as "joint rights") under the Easement, the recording number of which is listed in Exhibit 1 attached hereto and incorporated herein by this reference and as described in Exhibit 2 attached hereto. The term "joint right" means a right that both the Assignor and Assignee may independently enforce under the Conservation Easement. The grant of these joint rights does not in any way relieve the Assignor of its duties to enforce the terms of the Conservation Agreement, whether under those agreements or under the Project Agreement.

**A. Access.** A right to enter through the Property subject to the Conservation Easement at a reasonable time and upon prior arrangement with Assignor and Owner, in order to monitor and evaluate performance, compliance, and/or quality assurance under the Project Agreement.

**B. Enforcement.** A right to enforce the terms and conditions of the Conservation Easement and to seek injunctive relief, including restoration, and/or damages for any breach thereof.

**C. Amendments.** A right to review and approve any proposed amendments to the Easement. Review and approval by RCO's Director will be for compliance with the terms of the Project Agreement.

**D. Termination for Reasons of Impracticability.** A right to review and approve any proposed agreements to terminate the Easement, or release a portion of the Property from the terms of the Easement, before expiration of the term of the Easement for the reason that circumstances have rendered the conservation purpose of the Easement impractical to achieve. Absent approval of the Assignee acting through the RCO or entry of an order of the Superior Court in which the property subject to the Easement is located, the Assignor shall not enter into any termination or release agreement.

**E. Stewardship and Management Plans.** A right to review any Stewardship and/or



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Management Plans, including habitat restoration and enhancement plans, as defined in the Easement. Review by RCO's Director will be for compliance with the terms of the Project Agreement. To the extent the rights assigned herein overlap with the rights granted to the Assignor under the Easement, the rights assigned herein shall not be construed to displace those rights. These Rights shall be held in common with Assignor or Assignor's successors and assigns.

**2. Assignee's Exercise of Rights.** The Assignee hereby represents and warrants that its exercise of rights under this Assignment will be consistent with the conservation purpose defined in the Easement and the Project Agreement.

**3. Representations and Warranties of Assignor.** Assignor hereby represents and warrants to the Assignee that:

- A. Owner, identified in Exhibit I attached hereto and incorporated herein, has authorized and approved this Assignment.
- B. Assignor shall enforce the terms of the Easement as provided in the Easement.
- C. Assignor shall comply with, and the Assignee shall not be responsible for determining compliance with, all applicable federal, state, and local laws, regulations, and policies in its administration of the Easement or the undertaking of any of its rights under the Easement.
- D. Neither Assignor nor Owner has any claims or causes of action, at law or in equity, with respect to the Easement as of the date provided above.

**4. Obligations.** It is expressly understood and agreed that, by the acceptance of this Assignment, the Assignee has not assumed, and shall not become obligated to keep, fulfill, observe, perform or discharge, any duty or obligation of Assignor under the Easement.

**5. Indemnity.** Assignor shall defend, protect and hold harmless the Assignee, or any officers or employees thereof, from and against any and all costs, claims, fees and expenses arising out of in part or whole the acts or omissions of Assignor and/or its employees, relating to the Easement or in any way relating to Assignor's representations and warranties under this Assignment.

**6. Replacement Property.** The Easement may be extinguished in whole or in part before expiration of its term (if any) under certain circumstances identified in the Easement. Assignor may be entitled to compensation in such event. Assignor shall use all such proceeds for acquisition, restoration and/or enhancement of substantially equivalent property or property interests. Assignor hereby agrees to consult with, and receive the approval of, the RCO in the selection of any replacement property and to assign to the Assignee the same or substantially equivalent rights for access to and stewardship of the replacement property as provided for in this Assignment.

**7. Restriction on Assignment.** Assignor shall not assign the Easement or the performance of



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any obligations to the Assignee under the Easement, without the express written consent of the RCD's Director, which shall not unreasonably be withheld.

**8. Assignment Term.** The term of this Assignment shall be the same as the term of the Easement, and shall expire upon the expiration date of the Easement (if any).

**9. Disputes.** Any disputes between Assignor and the Assignee under this Assignment shall be governed by the terms of the Project Agreement.

**10. Governing Law/Venue.** This Assignment shall be governed by the laws of the State of Washington. In the event of a lawsuit between Assignor and the Assignee involving this Assignment, venue shall be proper only in Thurston County. Assignor by executing this Assignment acknowledges the jurisdiction of the courts of the State of Washington in this matter.

**11. Severability.** If any provision of this Assignment or any provision of any document incorporated by reference herein shall be held invalid, such invalidity shall not affect the other provisions of this Assignment which can be given effect without the invalid provision and to this end the provisions of this Assignment are declared to be severable.

**12. SCHEDULE OF EXHIBITS:**

- Exhibit 1-Owner and Easement Recording Number
- Exhibit 2-Legal Description of Property Subject to Easement
- Exhibit 3-Map of Easement Area



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ASSIGNOR:  
Chelan-Douglas Land Trust

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON )  
  ) SS:  
COUNTY OF CHELAN     )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who  
appeared before me, and said person acknowledged that they signed this instrument, on O&B  
stated that they were authorized to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of \_\_\_\_\_ to be the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
My commission expires





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**ASSIGNEE:**  
THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By \_\_\_\_\_  
Typed/Printed Name Scott T. Robinson  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

\_\_\_\_\_  
Notary Public  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
My commission expires



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**EXHIBIT 1**  
**OWNER AND CONSERVATION EASEMENT RECORDING NUMBER (if applicable)**

Owner:

Hay Canyon Ranch, LLC  
3314 E Columbia St  
Seattle, WA 98122-5247

Conservation Easement Recording Number:

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**EXHIBIT 2  
LEGAL DESCRIPTION FOR PROPERTY SUBJECT TO EASEMENT**

The Northwest quarter of Southwest Quarter, Section 22, Township 24 North, Range 19 E.W.M., Chelan County, Washington  
**APN 241922000100**

and

The West Half of the Northwest Quarter, Section 27, Township 24 North, Range 19 E.W.M., Chelan County, Washington  
**APN 241927230000**

and

**Final Parcel C of BLA 18-044**, for particularly described as follows:

The South Half of the Northwest Quarter of Section 22, Township 24 North, Range 19 East, W.M., Chelan County, Washington.

TOGETHER WITH that portion of the Southwest Quarter of the Northeast Quarter of said Section 22, lying Westerly of a line described as follows at NAD 83/11, Washington State Coordinate System, North Zone, using a combined scale factor of 0.99991443410912 ground to grid:

Commencing at the southwest corner of said Southwest Quarter of the Northeast Quarter, being also the center of said Section 22, from which the East Quarter corner of said Section 22 bears South 89°52'39" East for a distance of 2632.16 feet, said point being the TRUE POINT OF BEGINNING FOR THIS LINE DESCRIPTION;

thence North 21°37'17" East for a distance of 1451.92 feet to a point at the bottom of a canyon on the north line of said Southwest Quarter of the Northeast Quarter, said point being South 89°54'00" West for a distance of 761.34 feet from the northeast corner of said Southwest Quarter of the Northeast Quarter, said point being also and the END OF THIS LINE DESCRIPTION.

**APN 241922240000**

and

**Final Parcel D of BLA 18-044**, for particularly described as follows:

The Northeast Quarter of the Southwest Quarter of Section 22, Township 24 North, Range 19 East, W.M., Chelan County, Washington.

TOGETHER WITH that portion of the Northwest Quarter of the Southeast Quarter of said Section 22 lying Westerly of a line that is 20 feet Easterly of, when measured at right angles to, a line described as follows at NAD 83/11, Washington State Coordinate System, North Zone, using a combined scale factor of 0.99991443410912 ground to grid:

Commencing at the most northerly corner of Lot 1, Chelan County Short Plat No. 3533, as recorded under Auditor's File Number 2000160, a found 5/8" rebar and cap marked "Horton Dennis LS 17680, 24228, 28240, 22964" on the easterly right of way of Nahahum Canyon Road, from which the northwest corner of Lot 4, said Short Plat No. 3533, a found 5/8" rebar and cap marked "Horton Dennis LS 17680, 24228, 28240, 22964", bears North 74°52'24" East for a distance of 227.30 feet;

thence South 68°51'05" West a distance of 30.93 feet to the centerline of said Nahahum Canyon Road;

1 thence North 54°38'48" West leaving said centerline a distance of 29.23 feet to a point on the  
2 westerly right of way of said Nahahum Canyon Road, said point being also in the center of an  
3 existing dirt access road and the TRUE POINT OF BEGINNING FOR THIS LINE  
4 DESCRIPTION;  
5 thence continuing North 54°38'48" West along the center of said dirt road a distance of 40.07 feet  
6 to the beginning of a curve to the left;  
7 thence continuing along the center of said dirt road on said curve defined by a radius of 200.00  
8 feet, through a central angle of 11°05'32", for a distance of 38.72 feet to the beginning of a  
9 reverse curve to the right;  
10 thence continuing along the center of said dirt road on said curve defined by a radius of 400.00  
11 feet, through a central angle of 17°05'08", for a distance of 119.28 feet;  
12 thence North 48°39'12" West continuing along the center of said dirt road a distance of 167.53  
13 feet to the beginning of a curve to the right;  
14 thence continuing along the center of said dirt road on said curve defined by a radius of 100.00  
15 feet, through a central angle of 14°13'52", for a distance of 24.84 feet;  
16 thence North 34°25'20" West continuing along the center of said dirt road a distance of 138.41  
17 feet to the beginning of a curve to the left;  
18 thence continuing along the center of said dirt road on said curve defined by a radius of 500.00  
19 feet, through a central angle of 03°58'40", for a distance of 34.71 feet;  
20 thence North 38°24'00" West continuing along the center of said dirt road a distance of 191.54  
21 feet to the beginning of a curve to the right;  
22 thence continuing along the center of said dirt road on said curve defined by a radius of 40.00  
23 feet, through a central angle of 82°32'51", for a distance of 57.63 feet;  
24 thence North 44°08'52" East continuing along the center of said dirt road a distance of 26.78 feet  
25 to the beginning of a curve to the right;  
26 thence continuing along the center of said dirt road on said curve defined by a radius of 100.00  
feet, through a central angle of 35°32'28", for a distance of 62.03 feet;  
thence North 79°41'19" East continuing along the center of said dirt road a distance of 26.58 feet  
to the beginning of a curve to the left;  
thence continuing along the center of said dirt road on said curve defined by a radius of 100.00  
feet, through a central angle of 114°53'11", for a distance of 200.51 feet;  
thence North 35°11'52" West continuing along the center of said dirt road a distance of 16.66 feet  
to the beginning of a curve to the left;  
thence continuing along the center of said dirt road on said curve defined by a radius of 225.00  
feet, through a central angle of 27°45'52", for a distance of 109.03 feet;  
thence North 62°57'44" West continuing along the center of said dirt road a distance of 75.89  
feet;  
thence North 20°42'11" West from the said 20 foot offset point at the end of the previously  
described course for a distance of 695.31 feet to the center of said Section 22 and the END OF  
THIS LINE DESCRIPTION, said final course to have no offset.  
EXCEPT that portion lying Easterly of Nahahum Canyon Road.  
**APN 241922310000**

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and

**Final Parcel E of BLA 18-044**, for particularly described as follows:

The South Half of the Southwest Quarter of Section 22, Township 24 North, Range 19 East, W.M., Chelan County, Washington.

TOGETHER WITH that portion of the Southwest Quarter of the Southeast Quarter of said Section 22 lying Westerly of a line that is 20 feet Easterly of, when measured at right angles to, a line described as follows at NAD 83/11, Washington State Coordinate System, North Zone, using a combined scale factor of 0.99991443410912 ground to grid:

Commencing at the most northerly corner of Lot 1, Chelan County Short Plat No. 3533, as recorded under Auditor's File Number 2000160, a found 5/8" rebar and cap marked "Horton Dennis LS 17680, 24228, 28240, 22964" on the easterly right of way of Nahahum Canyon Road, from which the northwest corner of Lot 4, said Short Plat No. 3533, a found 5/8" rebar and cap marked "Horton Dennis LS 17680, 24228, 28240, 22964", bears North 74°52'24" East for a distance of 227.30 feet;

thence South 68°51'05" West a distance of 30.93 feet to the centerline of said Nahahum Canyon Road;

thence North 54°38'48" West leaving said centerline a distance of 29.23 feet to a point on the westerly right of way of said Nahahum Canyon Road, said point being also in the center of an existing dirt access road and the TRUE POINT OF BEGINNING FOR THIS LINE  
DESCRIPTION;

thence continuing North 54°38'48" West along the center of said dirt road a distance of 40.07 feet to the beginning of a curve to the left;

thence continuing along the center of said dirt road on said curve defined by a radius of 200.00 feet, through a central angle of 11°05'32", for a distance of 38.72 feet to the beginning of a reverse curve to the right;

thence continuing along the center of said dirt road on said curve defined by a radius of 400.00 feet, through a central angle of 17°05'08", for a distance of 119.28 feet;

thence North 48°39'12" West continuing along the center of said dirt road a distance of 167.53 feet to the beginning of a curve to the right;

thence continuing along the center of said dirt road on said curve defined by a radius of 100.00 feet, through a central angle of 14°13'52", for a distance of 24.84 feet;

thence North 34°25'20" West continuing along the center of said dirt road a distance of 138.41 feet to the beginning of a curve to the left;

thence continuing along the center of said dirt road on said curve defined by a radius of 500.00 feet, through a central angle of 03°58'40", for a distance of 34.71 feet;

thence North 38°24'00" West continuing along the center of said dirt road a distance of 191.54 feet to the beginning of a curve to the right;

thence continuing along the center of said dirt road on said curve defined by a radius of 40.00 feet, through a central angle of 82°32'51", for a distance of 57.63 feet;

thence North 44°08'52" East continuing along the center of said dirt road a distance of 26.78 feet to the beginning of a curve to the right;

thence continuing along the center of said dirt road on said curve defined by a radius of 100.00 feet, through a central angle of 35°32'28", for a distance of 62.03 feet;

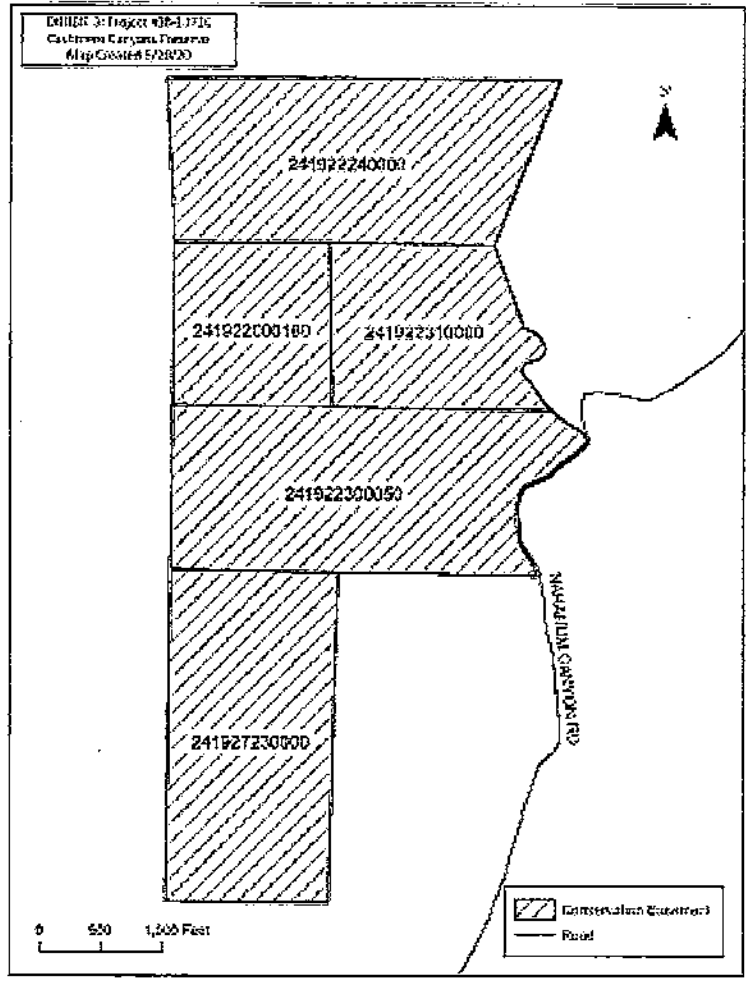
1 thence North 79°41'19" East continuing along the center of said dirt road a distance of 26.58 feet  
2 to the beginning of a curve to the left;  
3 thence continuing along the center of said dirt road on said curve defined by a radius of 100.00  
4 feet, through a central angle of 114°53'11", for a distance of 200.51 feet;  
5 thence North 35°11'52" West continuing along the center of said dirt road a distance of 16.66 feet  
6 to the beginning of a curve to the left;  
7 thence continuing along the center of said dirt road on said curve defined by a radius of 225.00  
8 feet, through a central angle of 27°45'52", for a distance of 109.03 feet;  
9 thence North 62°57'44" West continuing along the center of said dirt road a distance of 75.89  
10 feet;  
11 thence North 20°42'11" West from the said 20 foot offset point at the end of the previously  
12 described course for a distance of 695.31 feet to the center of said Section 22 and the END OF  
13 THIS LINE DESCRIPTION, said final course to have no offset.

14 **APN 241922300050**

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### EXHIBIT 3 MAP OF THE EASEMENT AREA



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Return Address:  
Chelan-Douglas Land Trust  
18 N. Wenatchee Avenue  
Wenatchee, WA 98801

NO EXCISE TAX REQUIRED  
Chelan County Treasurer  
David E. Griffiths

By Shayla 12/20/2023  
Deputy

**GRANT DEED  
OF  
CONSERVATION EASEMENT  
FOR THE  
OLALLA CANYON CONSERVATION EASEMENT**

**Grantor(s):** HAY CANYON RANCH, L.L.C., A Washington limited liability Company  
**Grantee(s):** CHELAN-DOUGLAS LAND TRUST, a Washington public benefit corporation.  
**Legal Description (abbreviated):** The East half of the Southwest quarter of the Southwest quarter of Section 10, Township 24 North, Range 19, E.W.M., Chelan County, Washington

**Assessor's Tax Parcel ID#:** 241910300000

**I. PARTIES**

- A. **Grantor.** HAY CANYON RANCH, L.L.C., a Washington limited liability Company.
- B. **Grantee.** CHELAN-DOUGLAS LAND TRUST, a Washington public benefit corporation.

**II. THE PROPERTY AND EXHIBITS**

- A. Grantor is the owner of the property subject to this Conservation Easement as more fully described on the attached Exhibits.
  - 1. Exhibit "A" – Legal Description of Property subject to this Conservation Easement
  - 2. Exhibit "B" – Property Subject to Conservation Easement
  - 3. Exhibit "C" – Acknowledgment of Baseline Documentation
  - 4. Exhibit "D" – Title Exceptions



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**III. THE GRANT**

THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made this 20<sup>th</sup> day of December, 2023, by HAY CANYON RANCH, L.L.C., A Washington limited liability Company, having an address of 3514 E. Columbia Street, Seattle, WA 98122 ("Grantor"), in favor of CHELAN-DOUGLAS LAND TRUST (Grantee), a Washington public benefit corporation, having an address of 18 N. Wenatchee Avenue, Wenatchee, Washington, 98807-4461 ("Grantee"), on the terms and conditions set forth herein.

**IV. RECITALS**

- A. Grantor is the owner of real property located in Chelan County, Washington, consisting of 20 acres, more or less, as described in Exhibit "A" which is attached hereto and incorporated herein by this reference (referred to in this Easement as the "Property"); and
- B. The Property provides significant benefit to the people of Washington, the city of Cashmere, Chelan County, and the United States by preserving and providing the following resources:
  - Relatively natural habitat for native plants and wildlife in a connected shrub steppe habitat contiguous with other protected lands;
  - Forest land, meadows, riparian habitats and ecosystems, which are important to the ecological integrity of Hay Canyon and the Eastern Slope of the Cascade Mountains ecoregion;
  - Open-space lands that provide opportunities for the scenic enjoyment of the general public traveling along Olalla Canyon Road;
  - Historic landscapes that are important to the cultural and historic fabric of North Central Washington;
 (hereinafter collectively referred to as the "Conservation Values").
- C. All of these natural, conservation and social elements and ecological resources are of great importance to Grantor, Grantee, and to the people of the State of Washington, and are worthy of preservation in perpetuity. The specific Conservation Values of the Property are further documented in an inventory of relevant features dated October 20, 2023 on file at the offices of Grantee and incorporated into this Easement by this reference ("Baseline Documentation"). The Baseline Documentation, which has been reviewed and accepted by Grantor and Grantee, consists of reports, maps, photographs, and other documentation that provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. Grantor and Grantee have signed the Acknowledgment of the Baseline Documentation attached as Exhibit "C".

- 1 D. In the absence of a Grant Deed of Conservation Easement, the Property could be developed  
2 in a manner which would destroy the Conservation Values of the Property, the native plant  
and wildlife benefits, and the open space and scenic values of the Property.
- 3 E. The Easement will restrict development so as not to degrade the Property's Conservation  
4 Values. The Easement will protect the Conservation Values from possible future  
development, and inappropriate logging, agricultural and grazing impacts.
- 5 F. Grantor intends that the Conservation Values of the Property be preserved and maintained  
6 by restricting subdivision and development of the Property and by permitting only those  
7 land uses of the Property that do not significantly impair or interfere with the Conservation  
Values of the Property.
- 8 G. Grantor, as owner of the Property, has the right to protect and preserve the Conservation  
9 Values of the Property, and desires to convey such rights to Grantee in perpetuity.
- 10 H. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under  
11 Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended ("Code"),  
and the regulations promulgated thereunder, and also qualified as a nonprofit nature  
12 conservancy corporation under RCW 64.04.130 and 84.34.250, whose primary purposes  
includes, among others, conserving natural areas and resources, including but not limited  
13 to the biological resources, wildlife and plant habitats of Douglas and Chelan Counties, in  
the state of Washington.
- 14 I. Grantee agrees, by accepting this Easement, to honor the intentions of Grantor as stated in  
15 this Easement and to preserve and protect in perpetuity the Conservation Values of the  
Property for the benefit of this generation, and the generations to come.
- 16 J. Grantor wishes to preserve and protect the Conservation Values of the Property by  
17 executing the Easement and by conveying to Grantee the right to preserve and protect those  
Conservation Values in perpetuity.

18  
19 NOW, THEREFORE,

20 In consideration of the mutual promises and covenants contained in this Easement and as an  
absolute, unconditional and voluntary gift, Grantor hereby gives, grants, and conveys to Grantee,  
21 and the successors and assigns of Grantee, with warranties of title, this perpetual Easement on,  
over, and across the Property, in accordance with the terms and conditions set forth below.

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23 **V. CONVEYANCE & CONSIDERATION**

- 24 A. For reasons stated above, and in consideration of the mutual covenants, terms, conditions,  
and restrictions contained in this Easement, Grantor hereby voluntarily grants, conveys and  
25 warrants to Grantee a conservation easement in perpetuity over the Property, consisting of  
certain rights in the Property, as defined in this Easement, subject only to the restrictions  
26 contained in this Easement and title matters of record as of the date of this grant listed on  
Exhibit "D".

1 B. This conveyance is a conveyance of an interest in real property under the provisions of  
2 RCW 64.04.130, and is made subject only to the mutual covenants and terms, conditions  
3 and restrictions set forth in the Easement and title matters of record as of the date of this  
grant.

4 C. Grantor expressly intends that this Easement run with the land and that this Easement shall  
5 be binding upon Grantor's successors, and assigns in perpetuity.

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7 **VI. PURPOSE**

8 A. The purpose of the Easement is to:

9 1. Preserve, protect, enhance, and where reasonable, to restore the Conservation  
10 Values, including but not limited to habitat, climate resilience, open space, scenic,  
11 and significant relatively natural features and resources of the Property in  
12 perpetuity as "relatively natural habitat of wildlife, or plants or similar ecosystem,"  
13 (as that phrase is used in 26 U.S.C. Par. 170(h)(4)(A)(ii), as amended and in  
14 regulations promulgated under this law). In achieving these purposes, it is the  
15 intent of Grantor and Grantee to permit the continuation of such uses of the  
16 Property as may be conducted consistent with the purposes and terms of this  
17 Easement. If one or more of the purposes of this Easement may no longer be  
accomplished, such failure of purpose shall not be deemed sufficient cause to  
terminate the entire Easement as long as any other purpose of the Easement may  
be accomplished. Grantor and Grantee recognize that changes in economic  
conditions, in technologies, in accepted land management practices, and in the  
situation of Grantor may result in an evolution of uses of the Property, and such  
uses may be permitted provided they are and remain consistent with the  
conservation purposes of this Easement.

18 2. Assure that the Property be retained forever predominately in its relatively natural,  
19 climate resilient, scenic, and open-space condition to provide protection to the Hay  
20 Canyon and Olalla Canyon areas to preserve plant and wildlife habitat and to  
preserve the general public's view of natural and pastoral landscapes over and  
across the Property and contiguous protected lands; and

21 3. Prevent any use of, or activity on, the Property that will significantly impair or  
22 interfere with the Conservation Values of the Property (collectively, the  
"Purpose").

23 B. Grantor intends that this Easement will confine the use of, or activity on, the Property to  
24 such uses and activities that are consistent with the Purpose as set forth in Section VIII.

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**VII. RIGHTS CONVEYED TO GRANTEE**

To accomplish the Purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- A. Protection. To preserve and protect in perpetuity and to enhance by mutual agreement the Conservation Values of the Property.
- B. Access. To enter upon the Property: At least annually, at a mutually agreeable time and upon prior written notice to Grantor, for the purpose of making inspections to monitor compliance with this Easement; and at such other times as are necessary if Grantee has reason to believe that a violation of the Easement is occurring or has occurred, for the purpose of mitigating or terminating the violation and otherwise enforcing the provisions of this Easement. Such entry shall be upon prior reasonable notice to Grantor, and Grantee will make reasonable efforts to not unreasonably interfere with Grantor’s allowed uses as set forth in Section VIII and quiet enjoyment of the Property.
- C. Injunction and Restoration. To enjoin any use of, or activity on, the Property that is inconsistent with the Purpose of this Easement, and to undertake or cause to be undertaken the restoration of such areas or features of the Property as may be damaged by uses or activities inconsistent with the provisions of this Easement, all in accordance with Section XIII.
- D. Enforcement. To enforce the terms of this Easement, consistent with Section XIII.
- E. Assignment. To assign, convey, or otherwise transfer Grantee’s interest in the Property in accordance with Section XVII.

**VIII. USES AND ACTIVITIES CONSISTENT WITH THE PURPOSE OF THE EASEMENT**

General. Grantor reserves for itself and its successors and assigns, all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, any use of, or activity on, the Property that is not inconsistent with the Purpose of the Easement and that is not prohibited by this Easement. Some of these consistent land uses and practices are identified below as being subject to specified conditions or to the requirement of, and procedures for, obtaining Grantee’s prior approval, as described in Section XI of this Easement. The remainder of these consistent uses shall not be precluded, prevented, or limited by this Easement. Grantor specifically reserves for itself, its successors and assigns, the following uses and activities:

- A. Structures and Residential Use. There are no structures on the property.
- B. Water Rights. Grantor may develop surface and/or ground water resources on the Protected Property with consent of Grantee, and consistent with local, state and federal regulations, solely for use on Grantor’s nearby property at 9050 Hay Canyon Road, Wenatchee, WA

1 98815 ("Grantor Residence") and so long as the Protected Property and Grantor Residence  
2 have the same owner. Grantor may exercise the Water Rights by putting them to any  
3 beneficial use that is not inconsistent with the Purpose and terms of this Easement, and that  
4 is not prohibited herein or by applicable law. In the event that surface and/or ground water  
5 is developed consistent with this paragraph, Grant may install power and piping necessary  
6 to transport water from the collection facility to The Grantor Residence ("the Water  
7 Facilities"). Grantor may maintain, repair, and if destroyed, reconstruct or replace any  
8 Water Facilities (such as ditches, well and reservoirs) with notice to Grantee, provided that  
9 such activities are carried out in compliance with the Purpose and terms of this Easement.  
10 In the event that the Property and Grantor's Residence no longer have the same owner,  
11 Grantor and Grantee will discuss whether to remove the Water Facilities and the extent to  
12 which the Property can be restored.

8 C. Trail. Grantor may construct a walking trail in a location to be agreed upon by Grantor  
9 and Grantee across the Property from Grantor's nearby property at 9050 Hay Canyon Road,  
10 Wenatchee, WA 98815 ("Grantor Residence") to the private Olalla Canyon Road ("the  
11 Trail"). The Trail may be used so long as the Property and Grantor Residence have the  
12 same owner. The Trail may be maintained, repaired, improved and renovated as necessary  
13 to further or maintain the Conservation Values of the Property and to adequately serve  
14 recreational objectives, provided that such use does not adversely impact the Conservation  
15 Values of the Property and that disturbance of the Property is minimized, and is conducted  
16 in such a manner as to minimize potential infestations of noxious or invasive weeds.

14 D. Maintenance of Ditches and Culverts. Grantor may engage in the maintenance of ditches  
15 and culverts, and the construction of new ditches and culverts to protect roads and trails.  
16 The renovation, expansion, or replacement of ditches and culverts may not adversely  
17 impact the Conservation Values of the Property and shall be conducted in such a manner  
18 as to minimize potential infestations of noxious or invasive weeds.

17 E. Alteration of the Land. Grantor may engage in the removal or relocation of soil, sand,  
18 gravel or rock on the Property solely in connection with uses permitted under this Section  
19 VIII provided: (i) it is conducted in a manner to minimize adverse impacts on the  
20 Conservation Values on the Property and (ii) the portion of the Property disturbed by such  
21 removal or relocation of soil, sand, gravel or rock shall be restored to its baseline condition  
22 as soon as reasonably possible thereafter. No removed materials may be sold.

21 F. Fences. Grantor may construct and maintain fences on the Property, provided that the  
22 design and location shall minimize damage to deer and other wildlife, and shall not  
23 adversely impact the Conservation Values of the Property.

23 G. Chemical Uses. Chemicals may be used on the Property in the amounts and with the  
24 frequency constituting the minimum necessary to accomplish reasonable ecological  
25 objectives including weed control. The use of such chemicals shall be consistent with all  
26 applicable federal, state, and local laws, rules and regulations, and shall be conducted in  
27 such a manner as to minimize the adverse effect on the Conservation Values of the Property  
28 and to avoid impairment of the natural ecosystem.

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H. Recreation.

1. Grantor Recreation: Grantor reserves certain non-commercial, non-motorized recreation rights on the Property for Grantor and Grantor's family, friends and guests ("Friends and Family"). Grantor may extend some or all of these Friends and Family non-commercial recreation rights on the Property to any lineal descendants of Jabe Blumenthal who directly or indirectly own any of the adjoining properties provided that such activities are conducted in a manner and intensity that does not adversely impact the Conservation Values of the Property. Friends and Family permitted recreation includes:

- a. Hiking, and observing wildlife, on the Property; provided that such activities are conducted in a manner and intensity that does not adversely impact the Conservation Values of the Property. Except as necessary to accomplish the uses and activities set forth in this Section VIII, and subject to the limitations under Section IX, paragraph L, no motorized vehicles, recreational or otherwise, are allowed outside the Trail.
- b. Dog-walking as long as the dogs are under demonstrable control of some kind, either mechanical, electronic or voice, provided that such activities are conducted in a manner and intensity that does not unduly impact wildlife or spread weeds.

I. Removal of Trees and Other Vegetation. Grantor may prune, cut down, or remove trees and other plants and mow for Recreation uses, forest health and fire safety on the Property, in accordance with sound conservation management practices or to control or prevent hazard, disease, fire or the spread of non-native invasive plants or to establish or enhance wildlife habitats, provided, such activity does not interfere with the Conservation Values of the Property.

J. Protection of Public Health or Safety. Grantor may engage in other activities necessary to protect public health or safety on the Property, or that are actively required by and subject to compulsion of any governmental agency with authority to require such activity; provided that any such activity shall be conducted so that interference with the Conservation Values of the Property is avoided, or, if avoidance is not possible, minimized to the extent possible.

K. Stewardship Activities. The undertaking of any activity performed pursuant to the Stewardship Plan covering the Property and agreed to by Grantor and Grantee shall be deemed to be permitted activity.

L. Motorized Vehicles. Motorized vehicles may be used on the Protected Property solely for activities permitted under this Section VIII

**IX. USES AND ACTIVITIES INCONSISTENT WITH THE PURPOSE OF THE EASEMENT**

A. General. Any use of, or activity on, the Property inconsistent with the Purpose of the Easement is prohibited, and Grantor acknowledges and agrees that it will not conduct,

- 1 engage in or permit any such use or activity. Without limiting the generality of the  
 2 foregoing, the following uses of, or activities on, the Property, though not an exhaustive  
 3 list of inconsistent uses or activities, are inconsistent with the purposes of this Easement  
 and are prohibited, except as expressly provided in Section VIII.
  
- 4 B. Subdivision. The legal or "de facto" division, subdivision or partitioning of the Property,  
 5 which shall include, but not be limited to, any subdivision, short subdivision, platting,  
 binding site plan, testamentary division, or other process by which the Property is divided  
 6 into lots or conveyed to separate owners.
  
- 7 C. Construction and Placement of Structures, Roads and Utilities. The placement or  
 8 construction of improvements of any kind including, without limitation, roads, logging  
 roads, skid trails, loading areas, parking lots, buildings, structures, trailers, and utilities,  
except as expressly provided in Section VIII, or by prior written approval of Grantee.
  
- 9 D. Harvesting of Forest Resources. Harvesting of timber, firewood or any other forest  
 10 resources, except as expressly provided in Section VIII.
  
- 11 E. Alteration of Land. The alteration of the surface of the land, including, without limitation,  
 12 the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as necessary for  
 uses expressly permitted in Section VIII and provided that it is conducted in a manner and  
 13 intensity that does not adversely impact the Conservation Values of the Property.
  
- 14 F. Erosion or Water Pollution. Any use or activity that causes or is likely to cause significant  
 soil degradation or erosion or significant pollution of any surface or subsurface waters.
  
- 15 G. Alteration of Water Courses. The draining, filling, dredging, ditching, or diking of wetland  
 16 areas, the alteration or manipulation of water courses, or water impoundments, except by  
 prior written approval of Grantee to preserve, protect or enhance the Conservation Values  
 17 of the Property or except as expressly provided in Section VIII.
  
- 18 H. Removal of Trees and Other Vegetation. The pruning, cutting down, or other destruction  
 19 or removal of live and dead trees and other vegetation located in the Property, except to  
 preserve, protect or enhance the Conservation Values of the Property.
  
- 20 I. Waste Disposal. The disposal or storage of rubbish, garbage, debris, unregistered vehicles,  
 21 abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or  
 material on the Property.
  
- 22 J. Mining. The exploration for, or development and extraction of, minerals and hydrocarbons  
 23 on or below the surface of the Property.
  
- 24 K. Vehicles. Except as expressly permitted in Section VIII, the operation of motorized  
 25 vehicles, including construction equipment, automobiles, all-terrain vehicles, dune  
 buggies, motorcycles, snow mobiles, or any other type of motorized vehicles.  
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- 1 L. Domesticated Animals. Except as otherwise provided herein, the breeding and raising of  
2 dogs, cats, birds, or other animals, in a manner or intensity that would have a detrimental  
3 effect on the Conservation Values of the Property, including but not limited to wildlife,  
4 including deer and birds.
- 4 M. Introduced Plants and Animals. The introduction of nonnative invasive species on the  
5 Property, except as otherwise provided in Section VIII, or upon the prior consent of  
6 Grantee.
- 6 N. Livestock Grazing. There shall be no livestock grazing, including cattle and/or horses on  
7 the Property, unless Grantee provides prior written consent. Grantor shall notify Grantee,  
8 develop a grazing plan, and seek permission from Grantee in writing prior to the  
9 introduction of livestock on the property. Any grazing plan, and the grazing practices  
10 implemented by Grantor under the plan, must at a minimum maintain natural resources to  
11 the state documented by the Baseline Report and must maintain these resources in a  
12 condition that is consistent with protection of the Conservation Values. If Grantor does not  
13 propose a grazing plan that is acceptable to Grantee, or the conditions degrade and fail to  
14 recover to conditions similar to those described in the Baseline Report, Grantee may  
15 require Grantor to cease all grazing until conditions recover and to pursue any and all other  
16 remedies for violation of breach of this Easement, as provided to Grantee under Section  
17 XIII hereof.
- 13 O. Water Rights. Any Water Facilities developed consistent with this Section VIII may not  
14 be sold or transferred separately from the Property.

**X. AFFIRMATIVE OBLIGATIONS AND COMMITMENTS**

- 16 A. Stewardship Plan. To further the Purpose of this Easement, Grantor and Grantee may  
17 prepare and revise from time to time a plan for stewardship of the Property, which plan  
18 shall describe activities mutually agreed to by Grantor and Grantee to preserve, protect,  
19 and enhance the original and natural conditions of the Property.
- 19 B. Invasive Non-Native Species. Grantor and Grantee commit to work together over the  
20 coming years to explore and implement reasonable methods of controlling invasive non-  
21 native species on the Property.
- 21 C. Native Species. Grantor and Grantee commit to work together over the coming years to  
22 encourage the establishment of appropriate native species on the Property.

**XI. NOTICE AND APPROVAL**

- 23 A. Notice. Grantor shall notify and receive Grantee's written approval prior to undertaking  
24 any action listed in Sections VIII and IX as requiring such permission. The purpose of  
25 requiring Grantor to notify Grantee prior to undertaking certain permitted uses and  
26 activities is to afford Grantee an opportunity to ensure that the use or activity in question  
is designed and carried out in a manner consistent with the purposes of this Easement.  
Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty



1 (30) days prior to the date Grantor intends to undertake the use or activity in question. The  
2 notice shall describe the nature, scope, design, location, timetable, and any other material  
3 aspect of the proposed activity in sufficient detail to permit Grantee to make an informed  
4 judgment as to its consistency with the purpose of this Easement.

4 B. Approval. Where Grantee's approval is required, Grantee shall grant or withhold its  
5 approval in writing within thirty (30) days after receipt of Grantor's written request for  
6 approval. Grantee's approval may be withheld only upon a reasonable determination by  
7 Grantee that the action as proposed would be inconsistent with the purposes of this  
8 Easement. Grantee's approval may include reasonable conditions, which must be satisfied  
9 in undertaking the proposed use or activity. If Grantor must undertake emergency action  
10 to protect health or safety on the Property or must act by and subject to compulsion of any  
11 governmental agency, Grantor may proceed with such action without Grantee's approval,  
12 provided, Grantor shall notify Grantee if reasonably possible under the circumstances or  
13 as soon thereafter as reasonably possible. Grantee may extend the thirty (30) day period  
14 set forth above, when reasonably necessary and to the extent reasonably necessary (i) to  
15 request additional or supplemental information from Grantor as to the proposed use or  
16 activity, (ii) to complete such additional analysis or evaluation, including hiring necessary  
17 experts and obtaining the necessary research, to fully understand the nature and extent of  
18 the proposed activity or use, and/or (iii) where the impacts of such proposed use or activity  
19 on the Conservation Values of the Property are difficult to ascertain within the thirty (30)  
20 day period and more time is needed to complete such analysis (an "Extension"). Grantee  
21 shall provide written notice to Grantor of any Extension needed and the reason therefor,  
22 which shall automatically extend the time for Grantee to respond. Extension(s) shall not  
23 exceed sixty (60) days.

15 C. Addresses for Notices. Any notice, demand, request, consent, approval, or communication  
16 that either party desires or is required to give to the other shall be in writing either served  
17 personally, sent by certified mail, return receipt requested, postage prepaid, or by electronic  
18 communication addressed as follows:

18 To Grantor: Hay Canyon Ranch, L.L.C.  
19 Attn: Jabe Blumenthal  
20 3514 E. Columbia St.  
Seattle, WA 98122-5247

21 To Grantee: Chelan-Douglas Land Trust  
22 Attn: Executive Director  
18 N. Wenatchee Avenue  
23 Wenatchee, WA 98801

24 or to such other address as either party from time to time shall designate by written notices  
25 to the other.  
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1 **XII. DISPUTE RESOLUTION**

2 If a dispute arises between the parties concerning the consistency of any proposed use or proposed  
 3 activity with the purpose of this Easement, the parties shall meet together to discuss the dispute and  
 4 attempt resolution. Thereafter, the parties agree to attempt to resolve any such disputes by  
 5 negotiation and/or with a mutually agreed-upon mediator. However, if after 45 days these attempts  
 6 are unsuccessful, upon demand by either party, all claims between the parties shall be referred for  
 7 binding arbitration in accordance with the Washington Uniform Arbitration Act (RCW 7.04A et  
 8 seq.). There shall be one arbitrator, whose decision shall be final, and binding, and judgment may  
 9 be entered thereon. The arbitrator is authorized to restrict and/or limit discovery in the arbitrator's  
 10 discretion, to that discovery reasonable under the circumstances considering the complexity of the  
 11 matter and the amount in controversy. Each party waives any right to participate in a common or  
 12 joint action against the other party, including consolidation of arbitrated claims. If arbitration is  
 13 pursued, the substantially prevailing party shall be entitled, in addition to such other relief as may  
 14 be granted, to a reasonable sum for all its costs and expenses related to such mediation or  
 15 arbitration, including, without limitation, the fees and expenses of the mediator or arbitrator and  
 16 attorney's fees, which shall be determined by the mediator or arbitrator or any court of competent  
 17 jurisdiction that may be called upon to enforce or review the award. In the absence of special  
 18 circumstances, such as an emergency or to prevent eminent harm to persons or the property, the  
 19 parties agree not to proceed with the use or activity pending resolution of the dispute.

20 **XIII. GRANTEE'S REMEDIES**

- 21 A. Notice of Violation, Corrective Action. If Grantee determines that Grantor is in violation  
 22 of the terms of this Easement or that a violation is threatened, Grantee shall give written  
 23 notice to Grantor of such violation and demand corrective action sufficient to cure the  
 24 violation and, where the violation involves injury to the Property resulting from any use or  
 25 activity inconsistent with the purpose of this Easement, to restore the portion of the  
 26 Property so injured to its prior condition in accordance with a plan approved by Grantee.
- B. Grantor's Failure to Respond. Grantee may bring an action as provided in paragraph C,  
 below, if Grantor:
1. Fails to cure the violation within thirty (30) days, or such additional time as  
 necessitated by weather conditions ("Cure Period") after receipt of notice thereof  
 from Grantee; or,
  2. Under circumstances where the violation cannot reasonably be cured within the  
 Cure Period, fails to begin curing such violation within the Cure Period and fails  
 to continue diligently to cure such violation until finally cured.
- C. Grantee's Action.
1. Injunctive Relief. Grantee may bring an action at law or in equity in a court having  
 jurisdiction to enforce the terms of this Easement:
    - a. To enjoin the violation, ex parte as necessary, by temporary or permanent  
 injunction;

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b. To recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any of the Conservation Values protected by this Easement, including damages for the loss of the Conservation Values; and

c. To require the restoration of the Property to the condition that existed prior to any such injury.

2. Damages. Grantee shall be entitled to recover damages for violation of the terms of this Easement injurious to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability in any way, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking corrective or restoration action on the Property. All such actions for injunctive relief may be taken without Grantee being required to post bond or provide other security.

D. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire; provided, that Grantee shall first make a reasonable attempt under the circumstances to give verbal/telephone notice to Grantor of the violation and proposed action.

E. Scope of Relief. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to injunctive and other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Liquidated Damages. Inasmuch as the actual damages to the Conservation Values of the Property which could result from a breach of this Easement by Grantor would be impractical or extremely difficult to measure, the parties agree that the money damages Grantee is entitled to recover shall be the following:

1. With respect to the construction of any improvement prohibited by this Easement, which is not subsequently removed and the Property restored to its previous condition within a reasonable amount of time specified by Grantee, then damages shall be an amount equal to the greater of (a) the actual cost of such improvement, or (b) the increase in the fair market value of the Property or of any other real property owned by Grantor attributable to such improvement; and

2. With respect to any use or activity prohibited by this Easement, whether or not involving the construction or maintenance of an improvement, an amount equal to any economic gain realized by Grantor and/or any other party, commencing from

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the date of breach; provided, however, that if timber, logs or any other forest products are harvested or are removed in violation of the terms of this Easement, the amount determined under this Section shall be equal to three times the greater of (a) the actual sales price realized upon disposition of such harvested timber, logs or other forest products, or (b) the current market price of such harvested timber, logs or other forest products as of the date of breach; and

- 3. Any other damages allowable under Washington law, including, but not limited to, restoration of lost or damaged Conservation Values.
- 4. For purposes of this paragraph F and its subparagraphs, term "improvement" shall include any Structure prohibited by this Easement;

G. Costs of Enforcement. In the event Grantee must enforce the terms of this Easement, the costs of restoration and Grantee's reasonable enforcement expenses, including attorneys' and consultants' fees, shall be borne by Grantor if Grantee prevails in such enforcement effort.

H. Grantee's Forbearance. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor, its agents, employees, contractors, family members, invitees or licensees shall not be deemed or construed to be a waiver by Grantee of such term of any of Grantee's rights under this Easement. Except as otherwise provided herein, no delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

I. Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this Easement and has consulted with and been advised by counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns in interest under or pertaining to this Easement based upon waiver, laches, estoppel, or prescription.

J. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or for acts of trespassers, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

K. Estoppel Certificates. Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor or to any party designated by Grantor any document, including an estoppel certificate that certifies, to the best of Grantee's knowledge, Grantor's compliance or lack thereof with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor

1 requests more current documentation, Grantee shall conduct an inspection, at Grantor's  
2 expense, within thirty (30) days after receipt of Grantor's written request.

3 **XIV. COSTS, LIABILITIES, TAXES, ENVIRONMENTAL**

4 A. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and  
5 liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the  
6 Property, including the maintenance of any insurance coverage desired by Grantor. Grantor  
7 and Grantee release and relieve the other, and waive their entire right to recover for loss or  
8 damage to the extent that the loss or damage is covered by the injured party's insurance.  
9 This waiver applies whether or not the loss is due to the negligent acts or omissions of  
10 Grantor or Grantee. Grantor remains solely responsible for obtaining any applicable  
governmental permits and approval for any construction or other activity or use permitted  
by this Easement, and all such construction or other activity or use shall be undertaken in  
accordance with all applicable federal, state, and local laws, regulations, and requirements.  
Grantor shall make every reasonable effort to keep the Property free of any liens arising  
out of any work performed for, material furnished to, or obligations incurred by Grantor.

11 B. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, charges of  
12 whatever description levied on or assessed against the Property by competent authority  
13 (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this  
14 Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.  
15 If Grantor fails to pay any taxes when due, Grantee is authorized, but in no event obligated,  
16 to make or advance such payment of taxes upon three (3) days prior written notice to  
Grantor, in accordance with any bill, statement, or estimate procured from the appropriate  
authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement  
or estimate, and the obligation created by such payment shall bear interest until paid by  
Grantor at the maximum rate allowed by law.

17 C. Representations and Warranties. Grantor represents and warrants that to the best of  
18 Grantor's actual knowledge:

- 19 1. There are no apparent or latent defects in or on the Property;
- 20 2. Grantor and the Property are in compliance with all federal, state, and local laws,  
21 regulations and requirements applicable to the Property and its use;
- 22 3. There has been no release, dumping, burying, abandonment, or migration from off-  
23 site on the Property of any substances, materials, or wastes which are hazardous,  
24 toxic, dangerous, harmful or are designated as, or contain components which are,  
25 or are designated as, hazardous, toxic, dangerous, or harmful and/or which are  
26 subject to regulation as hazardous, toxic, dangerous, or harmful and/or as a  
pollutant by any federal, state or local law, regulation, statute, or ordinance;
4. Neither Grantor nor Grantor's predecessors in interest have disposed of any  
hazardous substances off-site, nor have they disposed of substances at sites  
designated or proposed to be designated as federal or state Superfund (42 U.S.C.

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Par 9601 et seq.) or state Model Toxics Control Act (RCW 70.105D.010 et seq.) (“MTCA”) sites; and

5. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values of any portion of the Property. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notices of violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws.

D. Remediation. If at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified, pursuant to any federal, state, or local law, regulation, or requirement as, toxic or dangerous to the air, water, or soil, or in any other way harmful or threatening to human health or environment, Grantor agrees, to the extent Grantor is legally required, to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee is responsible for remediation.

E. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, of any of Grantor’s activities on the Property, or otherwise to become an operation with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (“CERCLA”), and MTCA.

F. Grantor’s Indemnification. Grantor agrees to release and hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorney’s fees, arising from or in any way connected with:

1. Injury to or the death of any person, or physical damage to the Property or any personal property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, to the extent of Grantor’s fault as determined by an arbitrator or a court of law; and
2. The obligations, covenants, representations and warranties in paragraphs A, B, C, and D of this Section.

G. Grantee’s Indemnification. Grantee shall hold harmless, indemnify, and defend Grantor and its members, managers, employs agents, and contractors and the personal representatives, heirs, successors, and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys’ fees, arising from or in any way connected with injury to or the death of any

1 person, or physical damage to any property, resulting from any act, omission, condition, or  
 2 other matter related to or occurring on or about the Property that is a consequence of  
 3 Grantee's actions or the actions of Grantee's members, directors, officers, employees,  
 4 agents or contractors, to the extent of Grantee's fault as determined by an arbitrator or a  
 court of law; except that this indemnification does not apply to any liabilities, penalties,  
 costs, losses, damages, expenses, causes of action, claims, demands, or judgments arising  
 from recreation activities permitted under Section VIII.

5 **XV. SUBSEQUENT TRANSFER OR EXTINGUISHMENT**

6  
 7 A. Extinguishment. This Easement may not be terminated or extinguished, either in whole or  
 in part, except by judicial proceedings under one or more of the following circumstances:

- 8 1. Upon petition by one or all of the parties, if a court having jurisdiction over this  
 9 Easement determines by judicial proceedings that unexpected changes that make  
 continued use of the property impossible or impractical for conservation purposes.
- 10 2. All or any of the Property is taken by exercise of the power of eminent domain or  
 11 acquired in lieu of condemnation, whether by public, corporate, or other authority.

12 B. Valuation. This is a donated Conservation Easement, for which Grantor has received no  
 13 compensation and Grantee has received as an unconditional gift. Accordingly, Grantee has  
 no compensable value in the property for purposes of eminent domain or acquisition in lieu  
 of condemnation.

14 C. Condemnation. If all or any of the Property is taken by exercise of the power of eminent  
 15 domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or  
 16 other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee  
 shall act jointly to recover the full value of the interest in the Property subject to the taking  
 17 or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu  
 purchase. All expenses reasonably incurred by Grantor and Grantee in connection with the  
 18 taking or in lieu purchase shall be paid out of the amount recovered. In the event that part  
 of the Property is taken for a public purpose, Grantor will use part of the proceeds to  
 19 compensate Grantee for costs incurred to update the maps and Baseline for this Easement  
 to reflect new conditions.

20 D. Application of Proceeds. Grantee shall use any proceeds received under the circumstances  
 21 described in this Section XV in a manner consistent with its conservation purposes, which  
 are exemplified by the Easement.

22 E. Subsequent Transfers. Grantor agrees to:

- 23 1. Incorporate the terms of this Easement by reference in any deed or other legal  
 24 instrument by which it divests itself of any interest in all or a portion of the  
 Property, including without limitation, a leasehold interest;
- 25 2. Describe this Easement in and append it to, any executory contract for the transfer  
 26 of any interest in the Property;

1 3. Give written notice to Grantee of the transfer of any interest in all or a portion of  
 2 the Property no later than twenty-one (21) days prior to the date of such transfer.  
 3 Such notice to Grantee shall include the name, address, and telephone number of  
 the prospective transferee or the prospective transferee's representative.

4 The failure of Grantor to perform any act required by this paragraph E and its  
 5 subparagraphs shall not impair the validity of this Easement or limit its enforceability in  
 any way.

6 **XVI. AMENDMENT**

7 If circumstances arise under which an amendment to or modification of this Easement would be  
 8 appropriate consistent with Grantee's policies, Grantor and Grantee may jointly amend this  
 9 Easement; provided that no amendment shall be allowed that shall affect the qualification of this  
 10 Easement or the status of Grantee under any applicable laws, including but not limited to RCW  
 11 64.04.130, Chapter 84.34 RCW, or Sections 501(c)(3) and 170(h) of the Internal Revenue Code of  
 1986, as amended (or any successor provisions(s) then applicable). Any such amendment shall be  
 consistent with the Purpose of this Easement, shall not affect its perpetual duration, and shall be  
 recorded in the official records of Chelan County, Washington, and any other jurisdiction in which  
 such recording is required.

12 **XVII. ASSIGNMENT AND SUCCESSION**

13 A. Assignment. This Easement is transferable by Grantee, only to an organization that is a  
 14 qualified organization at the time of transfer under Section 170(h) of the Internal Revenue  
 15 Code of 1986, as amended (or any successor provision then applicable), and the applicable  
 16 regulations promulgated thereunder, and authorized to acquire and hold conservation  
 17 easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision(s) then  
 applicable). As a condition of such transfer, Grantee shall require that the Conservation  
 18 Purposes that this Easement is intended to advance continue to be carried out by the  
 transferee. Grantee shall notify Grantor in writing, at Grantor's last known address, in  
 19 advance of such assignment. The failure of Grantee to give such notice shall not affect the  
 validity of such assignment nor shall it impair the validity of this Easement or limit its  
 enforceability in any way.

20 B. Succession. If at any time it becomes impossible for Grantee to ensure compliance with  
 21 the covenants, terms, conditions and restrictions contained in this Easement and Grantee  
 22 has not named a successor organization, or Grantee shall cease to exist or to be a "qualified  
 23 organization" under Section 170(h) of the Internal Revenue Code of 1986, as amended (or  
 any successor provision then applicable) or to be authorized to acquire and hold  
 24 conservation easements under RCW 64.04.130 and RCW 84.34.250 (or any successor  
 provision(s) then applicable), then Grantee's rights and obligations under this Easement  
 25 shall become vested and fall upon such other entity, with purposes similar to the Chelan-  
 Douglas Land Trust constituting a "qualified organization" within the meaning of the Code  
 (or corresponding provision of any future statute), provided that if such vesting is deemed  
 26 to be void under the Rule Against Perpetuities, the rights and obligations under this  
 Easement shall vest in such organization as a court of competent jurisdiction shall direct,



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pursuant to the applicable Washington law and the Code (or corresponding provision of any future statute) and with due regard to the purposes of this Easement.

**XVIII. RECORDATION**

Grantee shall record this instrument in a timely fashion in the official records of Chelan County, Washington, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Easement.

**XIX. GENERAL PROVISIONS**

- A. Effective Date. The Effective Date of this Easement shall be the date on which Grantor executed this Easement.
- B. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Washington.
- C. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of RCW 64.04.130 and Chapter 84.34.RCW. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- D. Severability. If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.
- E. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings, or agreements between Grantor and Grantee relating to the Property, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section XVI.
- F. No Forfeiture. Nothing contained in this Easement will result in a forfeiture or reversion of Grantor's title in any respect.
- G. "Grantor" - "Grantee". The terms "Grantor" and "Grantee," wherever used in this Easement, and any pronouns used in their place, shall be held to mean and include, respectively the above-named Grantor, and its successors, and assigns, and the above-named Grantee, and its successors and assigns.
- H. Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option

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or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

I. Captions and Construction. The captions in this Easement are for the convenience of the reader and are not to be considered in the interpretation of its terms.

J. Successors and Assigns. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties to this Easement and their respective successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

K. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

L. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

M. Authority. The individuals signing below, if signing on behalf of any entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

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TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument.

“GRANTOR”

HAY CANYON RANCH, L.L.C  
A Washington limited liability Company, FKA  
H. C. Ranch, L.L.C.

*Jabe Blumenthal*

By: JABE BLUMENTHAL

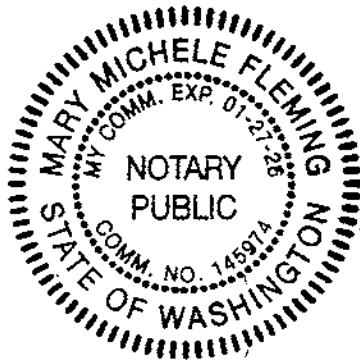
Its: OWNER/MANAGER

Date: 12/20/2023

STATE OF WASHINGTON )  
COUNTY OF Chelan ) ss.

I certify that I know or have satisfactory evidence that Jabe Blumenthal is the person who appeared before me and said person acknowledged that he/she signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it, as the Owner/manager of HAY CANYON RANCH L.L.C., a Washington limited liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 20th day of December, 2023.



Mary Michele Fleming  
Typed/Printed Name Mary Michele Fleming  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 1/27/26

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THE CHELAN-DOUGLAS LAND TRUST does hereby accept the above Grant Deed of Conservation Easement.

“GRANTEE”

CHELAN-DOUGLAS LAND TRUST  
A Washington Public Benefit Corporation

Bruce Williams

By: Bruce Williams

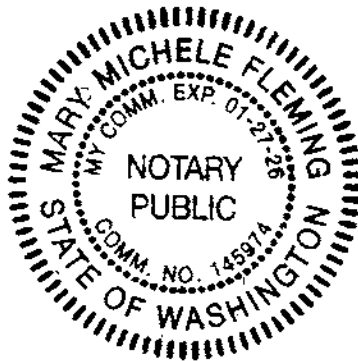
Title: Past President

Date: 12/19/23

STATE OF WASHINGTON )  
COUNTY OF Chekan ) ss.

I certify that I know or have satisfactory evidence that Bruce Williams 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 Past President of CHELAN-DOUGLAS LAND TRUST, a Washington public benefit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 19th day of December, \_\_\_\_\_.



Mary Michele Fleming  
Typed/Printed Name Mary Michele Fleming  
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In and for the State of Washington  
My appointment expires 7/27/26

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**Exhibit "A"**

**Legal Description of Property subject to this Conservation Easement**

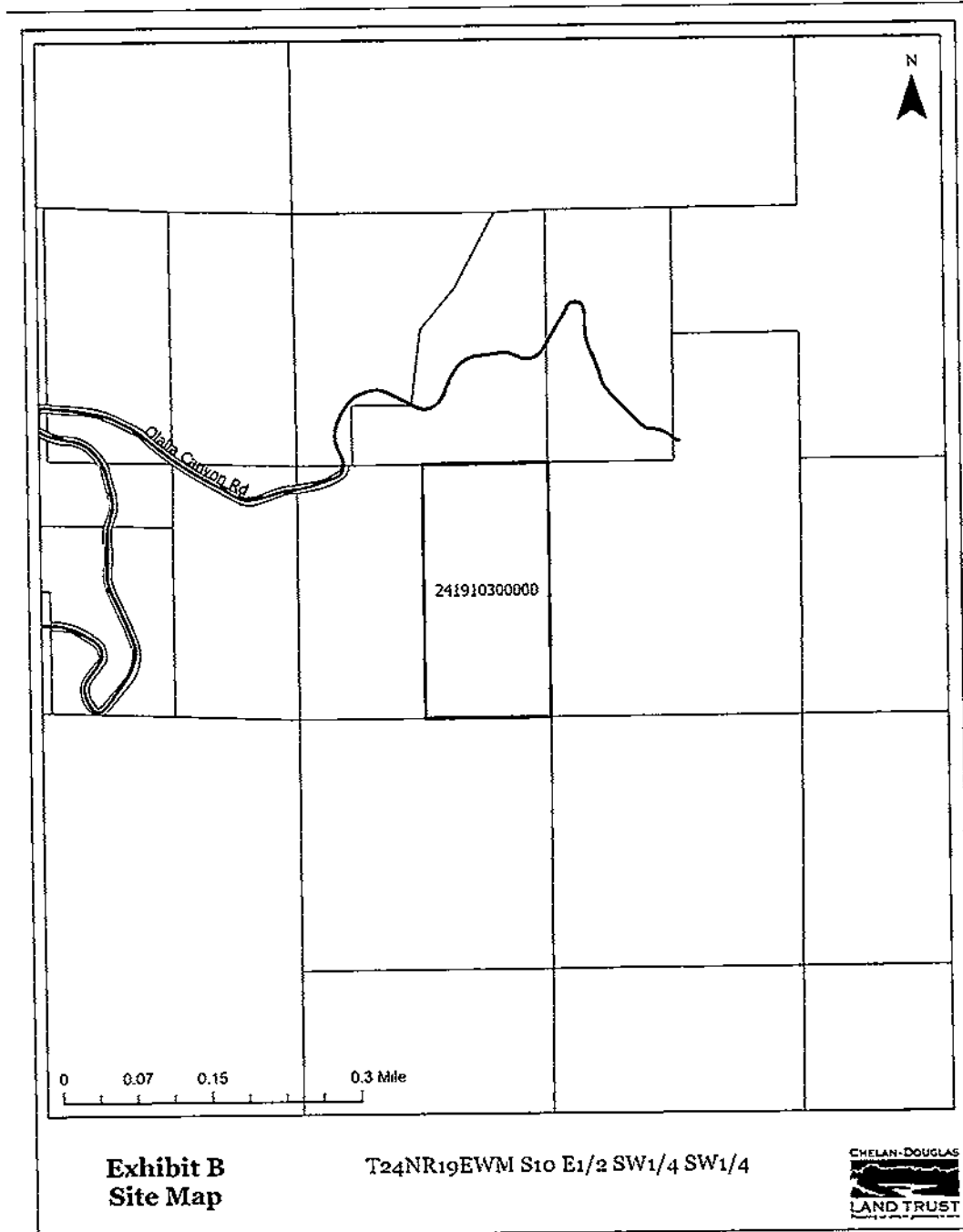
Real property in the County of Chelan, State of Washington, described as follows:

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER  
OF SECTION 10, TOWNSHIP 24 NORTH, RANGE 19, E.W.M., CHELAN COUNTY,  
WASHINGTON.

Situs Address: NNA, Cashmere, WA 98815 Tax Parcel ID No. 241910300000

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Exhibit "B"  
Property Subject to Conservation Easement



By Molly Jennings, CBCT 2023. Data: Chelan County, NAD 1983 HARN State Plane Washington South FIPS 4902

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**Exhibit "C"**

**Acknowledgment of Baseline Documentation Report**

Grantor and Grantee acknowledgment that each has reviewed the "Hay Canyon Ranch Conservation Easement Baseline Documentation Report," dated November 9, 2023, and that the report accurately reflects the currently available baseline data regarding the condition of the Property subject to the Easement as of the date of conveyance of the Easement.

CHELAN-DOUGLAS LAND TRUST  
a Washington non-profit corporation

HAY CANYON RANCH, L.L.C., a  
Washington limited liability corporation

BY: *Brian Miller*

BY: *[Signature]*

Its: past president

Its: OWNER/MANAGER

Date: 12/19/23

Date: 12/20/2023

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**Exhibit "D"**  
**Title Exceptions**

16. Easement, including terms and provisions contained therein: Recording Information: 775062 For: Establishment of a road easement and easement for utilities Modification and/or amendment by instrument: Recording Information: 8608050053, 2177580, 2239042, 2239043, 2254949, 2271364, 2295199, 2313923 Superior Court Stipulated Order consenting to easement case no. 01-2-00840-9 recorded in chelan county, state of Washington.

17. Terms and conditions of conflict over legal road easement of Ollalla canyon land owners Association regarding location of road easement originally recorded 7-13-77 under auditors file no. 775062.

23. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 2371212



# Addendum E: 2024 Public Use Data

2024 data collection by Chelan-Douglas Land Trust of Cashmere Canyons, over 10-miles of trail on more than half of the easement properties.

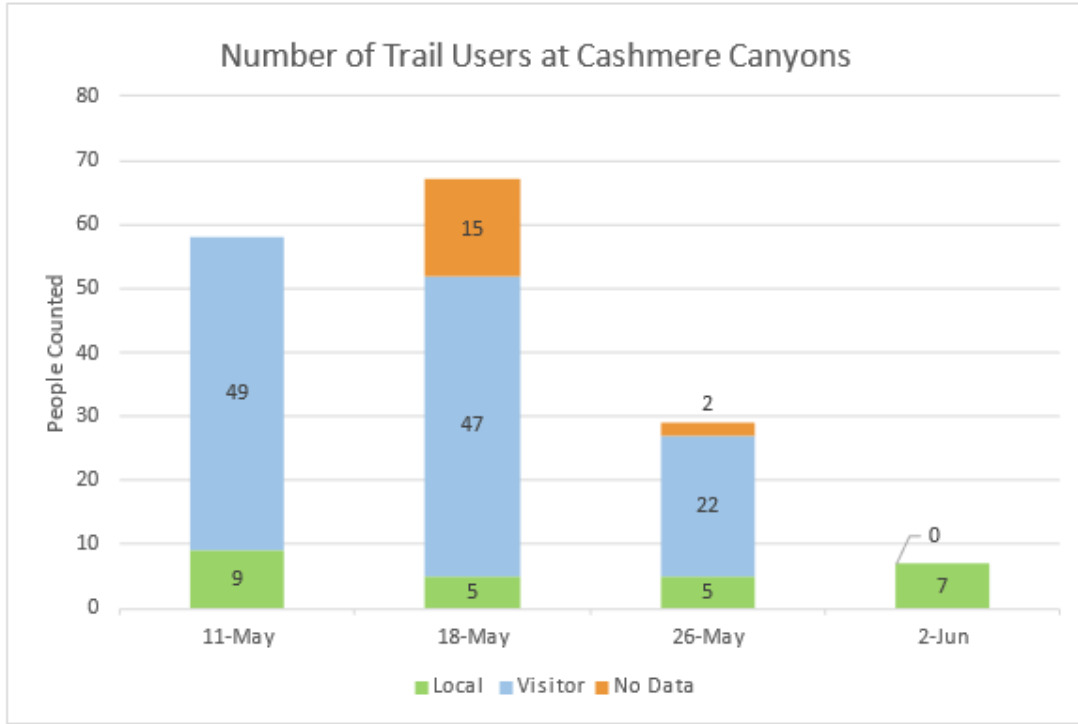


Figure 8: Cashmere Canyons manual count data; 8am-12pm (except on 11-May, 8am-11am)

Vascular Plant List:  
**Cashmere Canyons Preserve**  
Chelan County, Washington

List covers plants found on a privately held parcel, north of the town of Cashmere. Trailhead access is from Nahaham Canyon Road, 3 miles North of Highway 2, on trails managed by Chelan-Douglas Land Trust. The Nahaham Canyon trailhead opened in May, 2021. Dogs and Bikes not allowed. Learn about season closures and use rules at <https://cashmerecanyons.com/>. The Cashmere Canyons Preserve is a 2100-acre preserve privately owned and protected for critical wildlife habitat. Draped over a ridgeline between Hay Canyon and Nahaham Canyon, the preserve's varying elevation, topography, and habitats including sagebrush-grassland, woodland, and riparian provide a bounty of feeding, breeding, and nesting opportunities for wildlife. There are over 12 miles of trails with sweeping views to the Enchantments, the Entiat Mountains, the Wenatchee Valley and down to the Columbia River. The landowners have generously invited the community to share their beautiful property. Please help ensure this property remains open to the public by following all rules. For more info visit: [cashmerecanyons.com](https://cashmerecanyons.com) In 2009, permission was granted by the landowners to WNPS for the June 2009 Study Weekend field trip on the private property. The list includes plants viewed while walking the road system to the east to a conifer forested hilltop.

(<https://www.cdlandtrust.org/what-we-do/land-conservation/wenatchee-river-valley/cashmere-canyons-preserve>)  
List compiled by Pam Camp and Susan Ballinger, prior to the WNPS Study Weekend field trip, June 2009. Additions or revisions are encouraged. Contact Chelan-Douglas Land Trust Stewardship Program staff ([info@cdlandtrust.org](mailto:info@cdlandtrust.org))

**150 species** (137 native, 13 introduced)

**Directions:** The address is 7646 Nahaham Canyon Road, Cashmere, WA 98815 but is a bit inaccurate on Google Maps. The only access to the trail system is from the trailhead parking lot on Nahaham Canyon Road. Entering the land from any other point or leaving the clearly marked trails system via anything other than the trailhead is trespassing. Parking on the shoulder of narrow Nahaham County Road is dangerous and inadvisable. Parked cars that interfere with traffic might be ticketed or even towed. If you find the parking lot is full, please Contact Us so we can track it and consider additional options.

**Ownership:** Private ownership with a conservation easement held by Chelan-Douglas Land Trust  
**Access:** Visitors are asked to stay on the established trails within the preserve. This trail is open seasonally, so check the Chelan-Douglas Land Trust website before you come. No bikes. No dogs. Campfires and overnight camping not allowed.

**Permits:** CDLT provides groups with Education Use Permits. Please call for information (509.667.9708).

**Coordinates:** 47.554266°, -120.441401°

**Elevation:** 2400 - 2650 feet

**Key to symbols:**

\* = Introduced species.

+ = Species is represented by two or more subspecies or varieties in Washington; the species in this list has not been identified to subspecies or variety.

! = Species is not known to occur near this location based on specimen records in the PNW Herbaria database, and may be misidentified.

**Numeric superscripts** after a scientific name indicates the name was more broadly circumscribed in the past, and has since been split into two or more accepted taxa in Washington. The possible accepted taxa names for Washington are provided after the species list, keyed by superscript.

Accepted names and family classifications are obtained from the [Washington Flora Checklist](#) and the [Revised Flora of the Pacific Northwest](#), managed by the [University of Washington Herbarium at the Burke Museum](#). Relevant synonyms are indicated in parentheses.

An online version of this plant list with more information and additional formatting options is available on the WNPS web site:  
[http://www.wnps.org/plant-lists/list?Cashmere Canyons Preserve](http://www.wnps.org/plant-lists/list?Cashmere_Canyons_Preserve)

This plant list represents the work of one or more Washington Native Plant Society (WNPS) members. Its accuracy and completeness has not been verified by WNPS. We offer the list to individuals as a tool to enhance the enjoyment and study of native plants.

## GYMNOSPERMS:

### Pinaceae:

- Pinus ponderosa* var. *ponderosa* [Ponderosa pine]
- + *Pseudotsuga menziesii* [Douglas fir]

## DICOTS:

### Adoxaceae:

- Sambucus cerulea* [Blue elderberry]

### Apiaceae:

- Heracleum maximum* (*Heracleum lanatum*) [Cow parsnip]
- Lomatium dissectum*<sup>1</sup> [Fern-leaf biscuit-root]
- Lomatium geyeri* [Geyer's desert-parsley]
- Lomatium grayi*<sup>2</sup> [Gray's desert-parsley]
- Lomatium nudicaule* [Pestle parsnip]
- Lomatium triternatum*<sup>3</sup> [Nine-leaf lomatium]
- Osmorhiza berteroi* (*Osmorhiza chilensis*) [Mountain sweet-cicely]

### Apocynaceae:

- Apocynum androsaemifolium* [Spreading dogbane]

### Asteraceae:

- Achillea millefolium* [Yarrow]
- Agoseris retrorsa* [Spear-leaf agoseris]
- Antennaria microphylla* [Rosy pussy-toes]
- Antennaria stenophylla* [Narrow-leaf pussy-toes]
- \* *Arctium minus* [Common burdock]
- Arnica cordifolia* [Heart-leaf arnica]
- Arnica mollis* [Hairy arnica]
- + *Artemisia tridentata* [Big sagebrush]
- Artemisia tripartita* ssp. *tripartita* [Three-tip sagebrush]
- Balsamorhiza sagittata* [Arrow-leaf balsamroot]
- Cacaliopsis nardosmia* (*Luina nardosmia*) [Silvercrown luina]
- Chaenactis douglasii* var. *douglasii* [Dusty maidens]
- Crepis* sp.<sup>4</sup> [Hawk's-beard]
- Erigeron filifolius* [Thread-leaf fleabane]
- Erigeron linearis* [Desert yellow daisy]
- Erigeron speciosus* [Showy fleabane]
- + *Eriophyllum lanatum* [Oregon sunshine]
- Helianthella uniflora* var. *douglasii* [Little-sunflower]
- \* *Helianthus annuus* [Common sunflower]
- Hieracium* sp. [Hawkweed]
- \* *Leucanthemum vulgare* (*Chrysanthemum leucanthemum*) [Ox-eye daisy]
- Madia* sp.<sup>5</sup> [Tarweed]
- +! *Microseris laciniata* [Cut-leaved microseris]
- + *Pyrrocoma carthamoides* (*Haplopappus carthamoides*) [Large-flowered goldenweed]
- + *Senecio integerrimus* [Western groundsel]

- \* *Tragopogon dubius* [Oysterplant]
- \* *Tragopogon pratensis* [Meadow salsify]
- Wyethia amplexicaulis* [Northern mule's ears]

**Berberidaceae:**

- ! *Berberis sp.* [Oregon grape]
- ! *Mahonia aquifolium* (*Berberis aquifolium*) [Tall Oregon grape]

**Boraginaceae:**

- Amsinckia sp.* [Fiddleneck]
- Cryptantha sp.*<sup>6</sup> [Cryptantha]
- Hackelia diffusa* var. *arida* (*Hackelia arida*) [Sagebrush stickseed]
- Hackelia micrantha* [Blue stickseed]
- Lithospermum ruderale* [Columbia puccoon]
- Mertensia longiflora* [Small bluebells]
- + *Mertensia paniculata* [Tall bluebells]
- Myosotis laxa* [Small-flowered forget-me-not]
- Plagiobothrys scouleri*<sup>7</sup> [Scouler's popcorn-flower]

**Brassicaceae:**

- Arabis sp.*<sup>8</sup> [Rockcress]
- Arabis holboellii*<sup>9</sup> (*Arabis holboellii*, *Boechea holboellii*) [Holboell's rockcress]
- \* *Lepidium draba* (*Cardaria draba*) [Hoary cress]

**Cactaceae:**

- ! *Opuntia columbiana* (*Opuntia polyacantha*) [Prickly pear]

**Caprifoliaceae:**

- + *Symphoricarpos albus* [Common snowberry]
- Symphoricarpos rotundifolius* var. *oreophilus* (*Symphoricarpos oreophilus*) [Mountain snowberry]

**Convolvulaceae:**

- \* *Convolvulus arvensis* [Field morning-glory]

**Cornaceae:**

- Cornus stolonifera*<sup>10</sup> [Red-osier dogwood]

**Ericaceae:**

- Arctostaphylos uva-ursi* [Bearberry]
- Pterospora andromedea* [Pinedrops]

**Fabaceae:**

- + *Astragalus purshii* [Pursh's milk-vetch]
- Lathyrus sp.* [Peavine]
- Lupinus sp.* [Lupine]
- Lupinus arbustus* (*Lupinus laxiflorus*<sup>11</sup>) [Spurred lupine]
- + *Lupinus lepidus* [Prairie lupine]
- +\* *Medicago sativa* [Alfalfa]
- \* *Trifolium pratense* [Red clover]
- Vicia sp.* [Vetch]

**Grossulariaceae:**

- Ribes aureum* var. *aureum* [Golden currant]
- + *Ribes cereum* [Wax currant]

**Hydrangeaceae:**

- Philadelphus lewisii* [Mock-orange]

**Hydrophyllaceae:**

- Hydrophyllum capitatum*<sup>12</sup> [Woolly breeches]
- + *Phacelia hastata* [White-leaf phacelia]
- Phacelia linearis* [Thread-leaf phacelia]
- Phacelia procera* [Tall phacelia]

**Linaceae:**

- ! *Linum perenne*<sup>13</sup> [Wild blue-flax]

**Malvaceae:**

- Iliamna longisepala* [Longsepal globemallow]

**Montiaceae:**

- Claytonia lanceolata*<sup>14</sup> [Western springbeauty]
- Claytonia perfoliata* (*Montia perfoliata*<sup>15</sup>) [Miner's lettuce]
- Lewisia rediviva* var. *rediviva* [Bitterroot]

**Onagraceae:**

- Chamaenerion angustifolium* (*Epilobium angustifolium*) [Fireweed]

**Orobanchaceae:**

- + *Castilleja hispida* [Harsh paintbrush]
- + *Castilleja miniata* [Scarlet paintbrush]

**Plantaginaceae:**

- Collinsia parviflora* [Small-flowered blue-eyed Mary]
- \* *Linaria dalmatica*<sup>16</sup> [Dalmatian toad-flax]
- Penstemon* sp. [Penstemon]
- + *Penstemon fruticosus* [Shrubby penstemon]
- Penstemon pruinosus* [Chelan penstemon]

**Polemoniaceae:**

- Collomia grandiflora* [Large-flowered collomia]
- Collomia linearis* [Narrow-leaf collomia]
- Ipomopsis aggregata* ssp. *aggregata* (*Gilia aggregata*) [Skyrocket]
- Microsteris gracilis* [Pink microsteris]
- Phlox longifolia* [Long-leaf phlox]
- Phlox speciosa* [Showy phlox]
- Polemonium micranthum* [Littlebells polemonium]

**Polygonaceae:**

- Eriogonum elatum* var. *elatum* [Tall buckwheat]
- Eriogonum heracleoides* [Parsnip-flowered buckwheat]
- + *Eriogonum sphaerocephalum* [Rock buckwheat]
- + *Eriogonum strictum* [Strict buckwheat]
- Eriogonum thymoides* [Thyme-leaf buckwheat]
- \* *Rumex crispus* [Sour dock]

**Ranunculaceae:**

- Clematis ligusticifolia* [Virgin's bower]
- Delphinium nuttallianum* (*Delphinium lineapetalum*<sup>17</sup>) [Upland larkspur]
- Delphinium xantholeucum* [Yellow-white larkspur]
- + *Ranunculus glaberrimus* [Sagebrush buttercup]
- Ranunculus uncinatus* [Little buttercup]

**Rhamnaceae:**

- Ceanothus sanguineus* [Redstem ceanothus]
- + *Ceanothus velutinus* [Snowbrush]

**Rosaceae:**

- Amelanchier alnifolia* [Serviceberry]
- + *Fragaria vesca* [Wild strawberry]
- Geum triflorum* [Prairie smoke]
- Holodiscus discolor* var. *discolor* [Ocean spray]
- ! *Malus fusca* (*Pyrus fusca*) [Pacific crabapple]
- Prunus emarginata* [Bitter cherry]
- Prunus virginiana* [Chokecherry]
- Purshia tridentata* var. *tridentata* [Bitterbrush]
- + *Rosa nutkana* [Nootka rose]
- Rosa woodsii* [Wood's rose]
- Spiraea lucida* (*Spiraea betulifolia*) [Birch-leaved spirea]

**Rubiaceae:**

- Galium aparine* [Cleavers]

**Salicaceae:**

- Populus tremuloides* [Quaking aspen]
- Salix exigua*<sup>18</sup> [Coyote willow]
- Salix scouleriana* [Scouler willow]

**Santalaceae:**

- + *Comandra umbellata* [Bastard toad-flax]

**Sapindaceae:**

- Acer glabrum* var. *douglasii* [Douglas maple]
- Acer macrophyllum* [Big-leaf maple]

**Saxifragaceae:**

- Heuchera cylindrica* [Lava alumroot]
- Lithophragma glabrum* (*Lithophragma bulbiferum*, *Lithophragma bulbifera*) [Bulbiferous prairie-star]
- Lithophragma parviflorum* (*Lithophragma parviflora*) [Small-flowered prairie-star]
- Lithophragma tenellum* (*Lithophragma tenella*) [Slender fringecup]

**Urticaceae:**

- + *Urtica dioica* [Stinging nettle]

**Valerianaceae:**

- Valeriana sitchensis* [Sitka valerian]

**MONOCOTS:****Asparagaceae:**

- Maianthemum racemosum* ssp. *amplexicaule* (*Smilacina racemosa*) [False Solomon's seal]
- Maianthemum stellatum* (*Smilacina stellata*) [Star-flowered Solomon's seal]

**Cyperaceae:**

- Carex* sp. [Sedge]

**Juncaceae:**

- Juncus* sp. [Rush]

**Liliaceae:**

- Calochortus lyallii* [Lyll mariposa]
- + *Calochortus macrocarpus* [Sagebrush mariposa]
- Fritillaria pudica* [Yellow bell]
- Lilium columbianum* [Tiger lily]

**Melanthiaceae:**

- + *Toxicoscordion venenosum* (*Zigadenus venenosus*) [Meadow death-camas]
- Trillium petiolatum* [Purple trillium]
- Veratrum viride* var. *eschscholzianum* [Green false hellebore]

**Orchidaceae:**

*Habenaria* sp. [Bog-orchid]

**Poaceae:**

- \* *Dactylis glomerata* [Orchard grass]
- Festuca idahoensis*<sup>19</sup> [Blue bunchgrass]
- Leymus cinereus* (*Elymus cinereus*) [Giant rye grass]
- Melica* sp. [Onion-grass]
- \* *Poa bulbosa* ssp. *vivipara* [Bulbous bluegrass]
- Pseudoroegneria spicata* (*Agropyron spicatum*) [Blue-bunch wheatgrass]

**Key to potential accepted names for ambiguous species:**

The following underlined names were more broadly circumscribed in the past, and have since been split into two or more accepted taxa in Washington. For each, the possible accepted names in Washington are provided; one or more of these may occur at this site.

- 1 Lomatium dissectum: *Lomatium dissectum*, *Lomatium multifidum*
- 2 Lomatium grayi: *Lomatium klickitatense*, *Lomatium papilioniferum*
- 3 Lomatium triternatum: *Lomatium anomalum*, *Lomatium brevipodium*, *Lomatium simplex*, *Lomatium triternatum*
- 4 Crepis: *Askellia*, *Crepis*
- 5 Madia: *Anisocarpus*, *Hemizonella*, *Madia*
- 6 Cryptantha: *Cryptantha*, *Greeneocharis*
- 7 Plagiobothrys scouleri: *Plagiobothrys cognatus*, *Plagiobothrys cusickii*, *Plagiobothrys hispidulus*, *Plagiobothrys scouleri*
- 8 Arabis: *Arabidopsis*, *Arabis*, *Boechera*, *Turritis*
- 9 Arabis holboellii: *Boechera pauciflora*, *Boechera pendulocarpa*, *Boechera retrofracta*
- 10 Cornus stolonifera: *Cornus occidentalis*, *Cornus stolonifera*
- 11 Lupinus arbustus: *Lupinus arbustus*
- 12 Hydrophyllum capitatum: *Hydrophyllum capitatum*
- 13 Linum perenne: *Linum lewisii*, *Linum perenne*
- 14 Claytonia lanceolata: *Claytonia lanceolata*, *Claytonia multiscapa*
- 15 Claytonia perfoliata: *Claytonia parviflora*, *Claytonia perfoliata*, *Claytonia rubra*
- 16 Linaria dalmatica: *Linaria dalmatica*, *Linaria grandiflora*
- 17 Delphinium nuttallianum: *Delphinium lineapetalum*, *Delphinium nuttallianum*
- 18 Salix exigua: *Salix exigua*, *Salix melanopsis*
- 19 Festuca idahoensis: *Festuca idahoensis*, *Festuca roemeri*





# Hay Canyon Ranch Conservation Easement



## Baseline Documentation Report December 20, 2017

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

*Hay Canyon Baseline Documentation Report - December 2017*





## Hay Canyon Ranch Baseline Documentation Report

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**Summary of Conservation Easement**

Document Date:	December 20, 2017
Location:	Upper Hay Canyon north of Cashmere, WA
Name and Address of Grantor:	Hay Canyon Ranch, LLC
Tax Parcels:	APN: 241916000000, 241922200000, 241922000050, 241915220000, 241915230000, 241915240000, 241915000000, 241915440100, 241915330100, 241915300000, 241909440100
Abbreviated Legal:	Portions of Sections 9, 15, 16 and 21, all in Township 24 North, Range 19 E.W.M., all in Chelan County, Washington
Total Acreage:	1790

**Easement Purpose Statement**

The purpose of the Easement is to:

1. Preserve, protect, enhance, and restore the Conservation Values, including but not limited to habitat, open space, scenic views, and significant relatively natural shrub-steppe habitat and features of the Protected Property in perpetuity as “relatively natural habitat of wildlife, or plants or similar ecosystem”;
2. Assure that the Property be retained forever predominately in its natural, scenic, and open-space condition to provide protection to the Hay Canyon area to preserve plant and wildlife habitat and to preserve the general public’s view of natural and pastoral landscapes over and across the Property;
3. Prevent any use of, or activity on, the Property that will significantly impair or interfere with the Conservation Values of the Property.
4. To facilitate non-motorized public access to portions of the Property at such times and in such manner as is compatible with maintaining and/or enhancing the Conservation Values of the Property based on mutual agreement between Grantor and Grantee from time to time.

## **Conservation Values**

1. Relatively natural habitat for native plants and wildlife in a connected shrub steppe habitat contiguous with other protected lands;
2. Forest land, meadows, riparian habitats and ecosystems, which are important to the ecological integrity of Hay Canyon and the Eastern Slope of the Cascade Mountains Ecoregion;
3. Open-space lands that provide opportunities for the scenic enjoyment of the general public traveling along Highway 2, Hay Canyon Road, and Nahahum Canyon Road;
4. Recreational opportunities for the general public;
5. Educational opportunities for the general public;
6. Historic landscapes that are important to the cultural and historic fabric of North Central Washington.

## **Property Description**

Hay Canyon Ranch lies in Hay Canyon two miles north of Highway 2 near Cashmere, Washington. The property that is protected by the conservation easement (Protected Property) includes all of Section 16, most of Section 15, and portions of Sections 9, 21, and 22, Township 24 North, Range 19 E.W.M., totaling 1790 acres (Figure 1,3).

The Hay Canyon Road provides the primary public access into the ranch from Highway 2. For the first 0.85 miles, the road crosses private land as a county road before entering the National Forest. For the next 1.6 miles it is National Forest Road No. 74110000 (USFS 2017). As it enters the property in Section 21, it emerges from a steep-sided, forested canyon into an open landscape of conifer forest, shrubby hillsides, and grasslands. For the next 0.7 miles, the road is outside the Protected Property as it passes through a residential area with a house, garages, outbuildings, a shop, a bunkhouse, and garden. The road continues northeasterly along the valley through the center of ranch and is bounded on the east by a ridge that divides Hay Canyon from Nahahum Canyon. To the west, several ridges and valleys trend northwesterly toward the divide between Hay Canyon and Olalla Canyon (Figure 2, 3, 4)

Elevations range from 2070 feet in the southwest to over 3100 feet on several peaks and ridges on the western and southern portions of the property. National Forest land bounds the property on the west of Sections 16 and 21 and along the south of Section 21. Private lands border the rest.

The Hay Canyon Ranch was historically used for livestock grazing and farming. It is presently used as residential and recreational property to benefit the owner and his

family and friends; all residential and recreational structures lie outside the boundary of the conservation easement.

The underlying geology of much of the property consists of sedimentary rocks, primarily siltstone and sandstone that are members of the Chumstick Formation. Metamorphic rock, part of the Swakane Terrane, occurs in the western portion and forms the few rock outcrops that occur on the Ranch. Sand, gravel, coal, minerals, oil and gas have been found in these formations in Chelan County but if present on the property, they would not be of the quantity or quality to feasibly mine (Stanton 2017). Soils on most of the property are silt loams. Sandy loams and a rock outcrop complex occur in the southwest of the property (USDA). These soils are moderately susceptible to erosion and slumping, particularly along portions of roads that cut into the slope.

Hay Canyon and Spring Canyon have intermittent streams that flow from the southwestern corner of the Ranch south to the Wenatchee River valley. Several unnamed draws with intermittent or ephemeral stream connect to Nahahum Canyon.

Major plant communities on the Ranch are shrub-steppe, coniferous forest, and deciduous hardwood (Figure 5). Shrub-steppe is the dominant community covering over 80% of the property. This community is characterized by grassland with scattered shrubs and trees. Common species in the steppe grassland include non-native cereal rye (*Secale cereale*), intermediate wheatgrass (*Thinopyrum intermedium*), crested wheatgrass (*Agropyron spicatum*), cheatgrass (*Bromus tectorum*), and bulbous bluegrass (*Poa bulbosa*). Native bunchgrasses such as bluebunch wheatgrass (*Pseudoroegneria spicata*) and Sandberg bluegrass (*Poa secunda*) occupy on higher north-facing slopes and basin wildrye (*Leymus cinereus*) occurs in swales. Non-native forbs such as yellow salsify (*Tragopogon dubius*), whitetop (*Cardaria draba*), and curly dock (*Rumex crispus*) are conspicuous forbs in the grassland. Common native forbs are arrow-leaf balsamroot (*Balsamorhiza sagittata*), lupine (*Lupinus* spp.), and barestem biscuitroot (*Lomatium nudicale*). The dominant shrubs across this community are bitterbrush (*Purshia tridentata*) and threetip sagebrush (*Artemisia tripartita*). Locally common species include parsnip-flowered buckwheat (*Erigeron heracleoides*), rubber rabbitbrush (*Ericamaria nauseosa*), and big sagebrush (*Artemisia tridentata*).

A forest of ponderosa pine (*Pinus ponderosa*) and Douglas-fir (*Pseudotsuga menziesii*) covers the southwest portion of the property. Much of this is mixed-age forest with many large, legacy trees that precede settlement of the Ranch. Bitterbrush is abundant in the understory of the open, drier eastern half of the forest and deciduous hardwood species are common in much of the Douglas-fir dominated western forest. Shrub-steppe and deciduous hardwood communities occur as inclusions throughout the forest.

Deciduous hardwood community, composed of small deciduous trees and shrubs, is present along the valley bottoms and on mesic side-slopes. Douglas maple (*Acer glabrum*), chokecherry (*Prunus virginiana*), bitter cherry (*Prunus emarginata*), Scouler willow (*Salix scouleriana*), blue elderberry (*Sambucus cerulea*), mock-orange (*Philadelphus lewisii*), common snowberry (*Symphoricarpos albus*), ocean-spray (*Holodiscus discolor*), and rose (*Rosa spp.*) are common along drainages. Bigleaf maple (*Acer macrophyllum*) occurs in lower Hay Canyon and aspen (*Populus tremuloides*) are present in isolated patches near springs. In mesic uplands outside the lower drainages, snowberry and ocean-spray are the dominant shrubs. Ponderosa pine are scattered though these upland areas.

Noxious weeds observed on the Ranch are whitetop, Russian knapweed (*Acroptilon repens*), and Dalmatian toadflax (*Linaria dalmatica*). Of these, whitetop is the most widely spread and abundant along drainages and valley bottoms. Appendix 2 has a list of plants recorded on the Ranch by the Washington Native Plant Society in June 2009.

Hay Canyon Ranch provides natural habitat for a diverse group of wildlife such mule deer, cougar, coyote, and many migratory and resident birds. The Washington Department of Fish and Wildlife (WDFW) classified all of Hay Canyon as important mule deer winter habitat. Species of special interest that are known or suspected to reside on or visit the property include Northern Goshawk, Bald Eagle, Golden Eagle, Vaux's Swift, Lewis Woodpecker, Pileated Woodpecker, Townsend's big-eared bat, western toad, giant Palouse earthworm (WDFW).

Much of the property is considered a *resilient land* by The Nature Conservancy (TNC 2015). Resilient lands have the capacity to maintain native biological diversity and ecological function despite climate change. They also provide resident species the maximum opportunity to respond on-site to climate change.

## **Developments**

Developments on the property include gravel and dirt roads, springs, wells, a weather station antenna, an internet relay antenna, and paragliding launch sites and landing zones.

There are approximately 12 miles of roads within the Protected Property, none of which are covered with impermeable surface. Hay Canyon Road is the primary access to and through the property connecting residential areas in the southwest and northeast that are outside the Protected Property boundary. Secondary roads, maintained largely for property maintenance and recreation, climb east to the ridge between Hay and Nahahum Canyons and loop south into the forest and east toward Nahahum Canyon. The south loop crosses the National Forest boundary along a primitive road that is not maintained by the

Forest Service. West and north of the valley road, secondary roads lead to the ridge above Olalla Canyon. One of these roads connects to the Olalla Canyon road system. The owner plans to restore a short, unmaintained road near the northeastern residential area to create another link to the Olalla Canyon road system. Two single-track trails connect to the road system; one connects to the National Forest in the northwest of the property, and one leads to the top of a peak in the south with outstanding distant views of the region (Figure 4). Roads that connect to private lands, to the Forest Service (Road No. 74110000), and to county roads have gates and signs that state that the ranch is private property.

Two antennas standing in the Protected Property are marked on Figure 4. These include an antenna that was part of a defunct weather station, and once used to gauge potential for wind power electrical generation. The other is an internet relay antenna and supporting equipment including a solar panel.

There are four developed springs on the Protected Property that were mapped with a Global Positioning System (GPS) device. These historically provided water for livestock and now provide water for wildlife. Two inoperable wells identifiable only by metal casings protruding out of the ground were mapped with GPS. The Washington Department of Ecology (DOE) maintains a database of recorded water resources including springs, wells, and other developments. Most are undeveloped and were not visible on the surface during the baseline inventory. Some of these correspond to the mapped springs and wells but were not correctly described and mapped in the database.

## **Recreation**

All of the roads in the Protected Property serve as recreational trails for the owner and his family and friends. In time, the owner wishes to open some of his roads for public non-motorized recreation under a Trail Management Agreement and trail use license with Chelan-Douglas Land Trust. This plan will guide the development, maintenance, and management of the trails contingent on developing a trailhead parking area in Nahahum Canyon. After the trailhead is developed, benches, signs, a toilet, and other minor amenities could be installed.

Although most of the public trail system will follow existing roads, new single-track trails could be built to cross between roads, to access scenic viewpoints, and to provide safe and sustainable travel where existing roads are too steep.

Paragliding has been one of the primary recreational activities on the property, both for the owners, friends and family, and for clients of a paragliding company that leases the bunkhouse and other ranch facilities for teaching and training. There are seven launch sites and four landing zones within the easement (Figure 5). Several launches have gravel



surfaces, others are mowed; all the landing zones are mowed. Windssocks to indicate wind speed and direction are stationed near launch sites.

### **Property Boundaries**

Geodetic survey monuments are located at the corners of Section 16 and 21 and at quarter section corners between Section 16 and 21 and between Section 20 and 21 (Figure 3). The US Forest Service has marked portions of its southern and western property boundary with metal posts and National Forest property signs. There are fences from the entrance gate in Section 21 that extend north along the western side of the property and along the north side of Section 16. Boundaries of the residential areas in the southwest were modified as part of a boundary line adjustment in 2017 but no markers were set (Appendix 1). Other property boundaries for the baseline survey were estimated using physical features such as roads, topography, fences, gates, and prominent trees. Chelan County Geographic Information System (GIS) data (Chelan County), Washington State GIS data, a Google Earth image recorded 7/1/17, were used to map boundaries and features.

### **Author Qualifications**

Neal Hedges, Stewardship Director, Chelan-Douglas Land Trust  
Bachelor of Science. Washington State University 1972  
Master of Science. University of Guelph, Ontario 1975  
Wildlife Biologist. Bureau of Land Management. 30 years

### **References and Data Sources**

Chelan County. Chelan County Assessor's GIS Mapping database.

DOE. Washington Department of Ecology, Water Resources Explorer Database

Stanton, Kelsay. 2017. Mineral Resource Potential Assessment for Hay Canyon properties #241916000000, 241922000050, and 241915000000. Unpublished Report.

TNC. 2017. Conserving Nature's Stage: Identifying Resilient Terrestrial Landscapes in the Pacific Northwest. The Nature Conservancy Portland, Oregon- February 2015

US Department of Agriculture, Natural Resource Conservation Service, Web Soil Survey.

USFS. 2017. Access Acknowledgement Chelan County Parcel Nos. 241921000050, 241921230050. Letter to Don Poirier for the US Forest Service. USFS File Code 2720/7730 dated June 28, 2017USDA.

WDFW. Washington State Department of Fish and Wildlife, Species of Concern Lists.

Washington Department of Natural Resources Database.

## **Acknowledgement of Property Condition**

### **1. Declarations of Accuracy**

This baseline report is prepared to document the current status of the Hay Canyon Ranch to be held by the Chelan-Douglas Land Trust (CDLT), a Washington 501(c)(3), non-profit organization.

I declare that, in the preparation of this baseline report, I acted under and fulfilled my duty to gather and record the information contained herein accurately and in the regular course of the business of the CDLT. Further, I declare that the information contained herein accurately reflects my personal knowledge gained by my field observations on November 8, 2017, November 6, 2017, and November 17, 2017. I declare that the information contained herein was recorded at or near the time that the information was obtained and accurately describes the conditions of the physical features and uses of the Conservation Property. I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Neal Hedges*

### **2. Declaration of Acceptance**

I, Jabe Blumenthal, have read and independently reviewed this baseline report and declare that this report accurately describes the status of the physical features and uses of the Conservation Easement Area. I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_, 2017.

\_\_\_\_\_  
*Jabe Blumenthal*  
*Manager, Hay Canyon Ranch*

**List of Attachments:**

Baseline Maps

- Map 1. Vicinity Map
- Map 2. Aerial Photograph
- Map 3. Topographic Map
- Map 4. Roads, Trails, Structures
- Map 5. Paragliding Sites, Springs, and Wells
- Map 6. Plant Cover Map
- Map 7. Photo Points

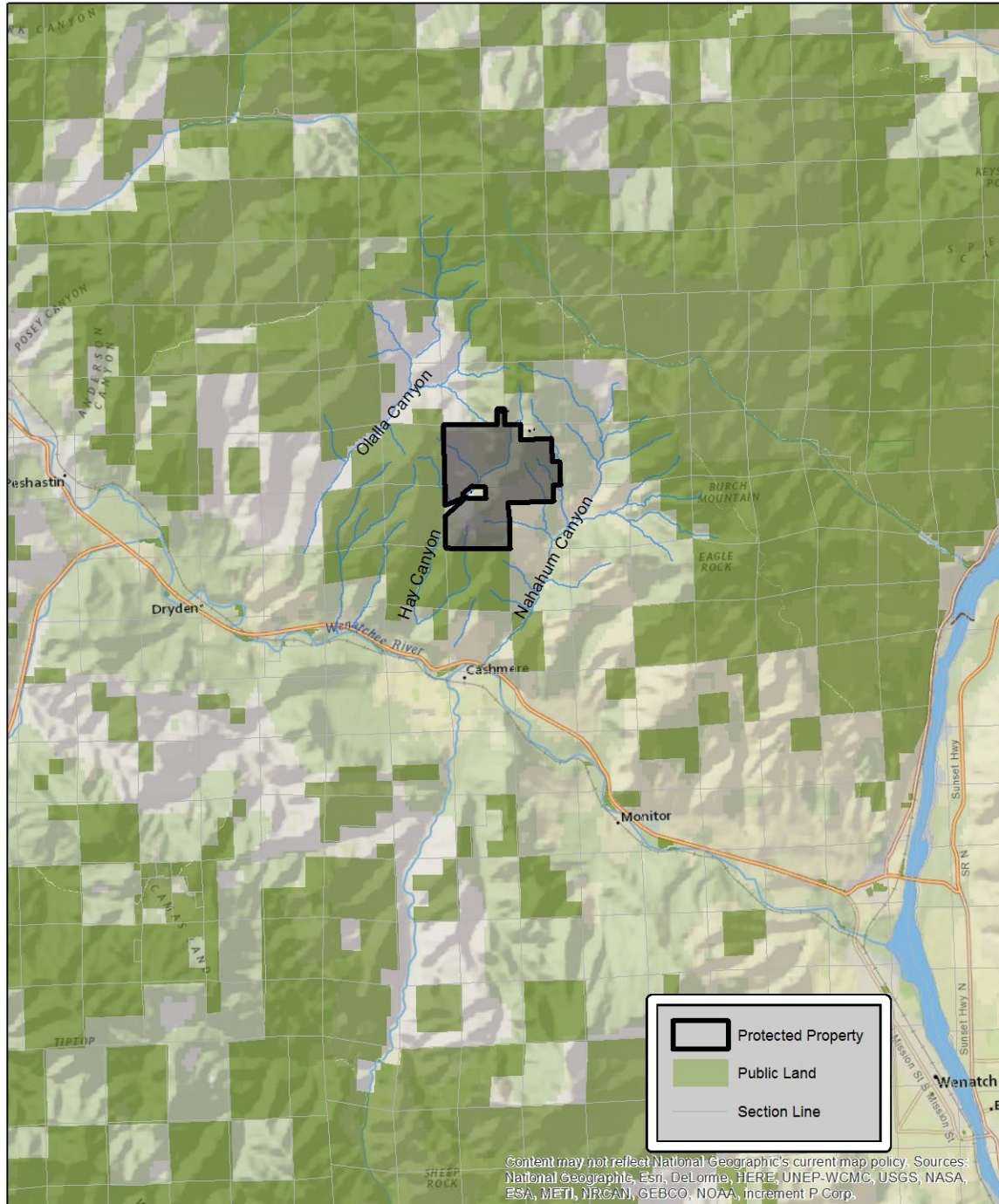
Table of Photo Point Locations

Baseline Photographs

Appendix 1. Boundary Line Adjustment Survey Map

Appendix 2. Plants of Hay Canyon

**Map 1. Vicinity Map**



Content may not reflect National Geographic's current map policy. Sources: National Geographic, Esri, DeLorme, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, Increment P Corp.

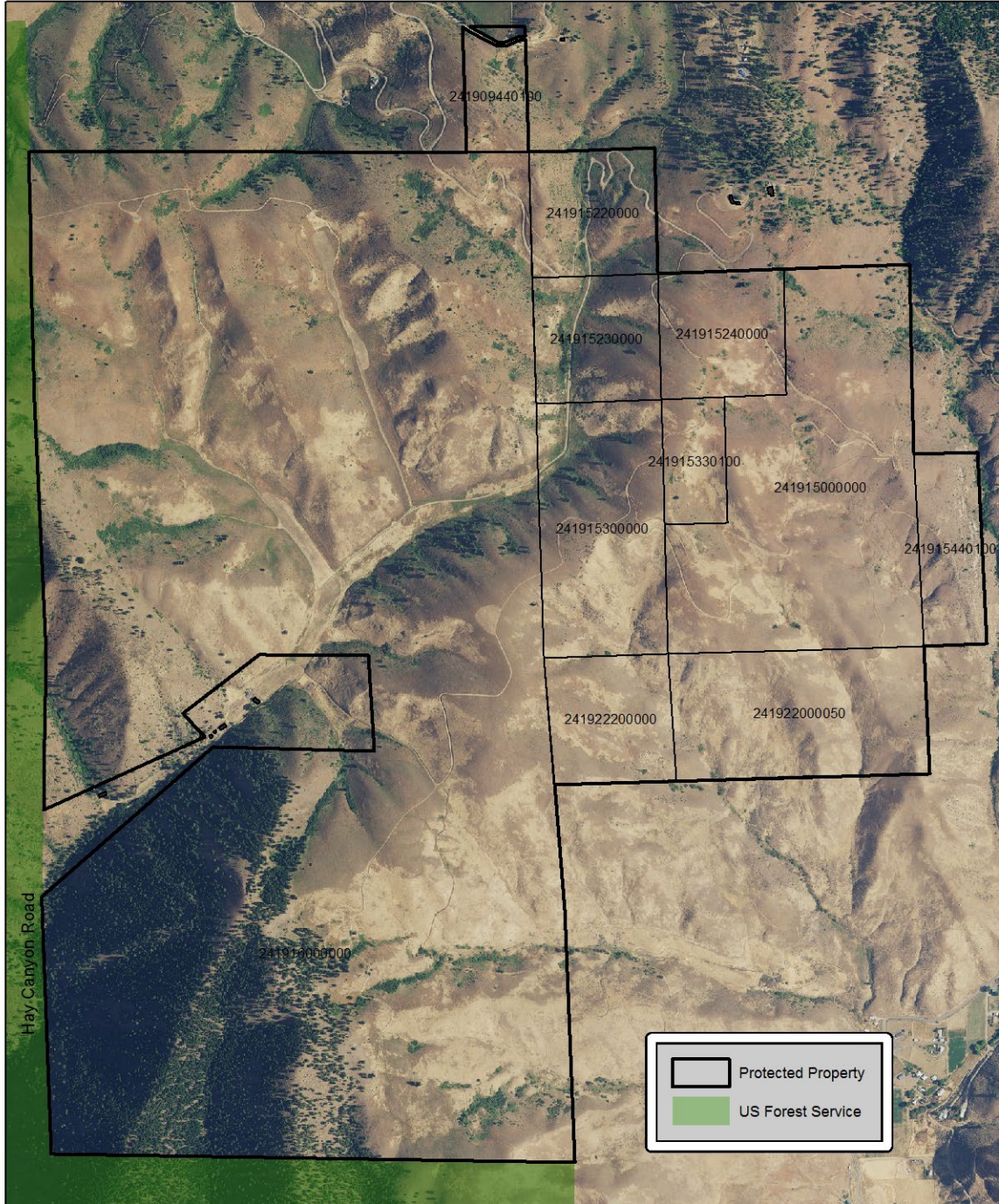
**Map Resource Information**  
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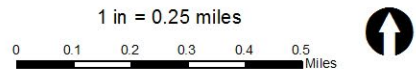
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 by Neal Hedges



Map 2. Aerial Photograph - NAIP 2015



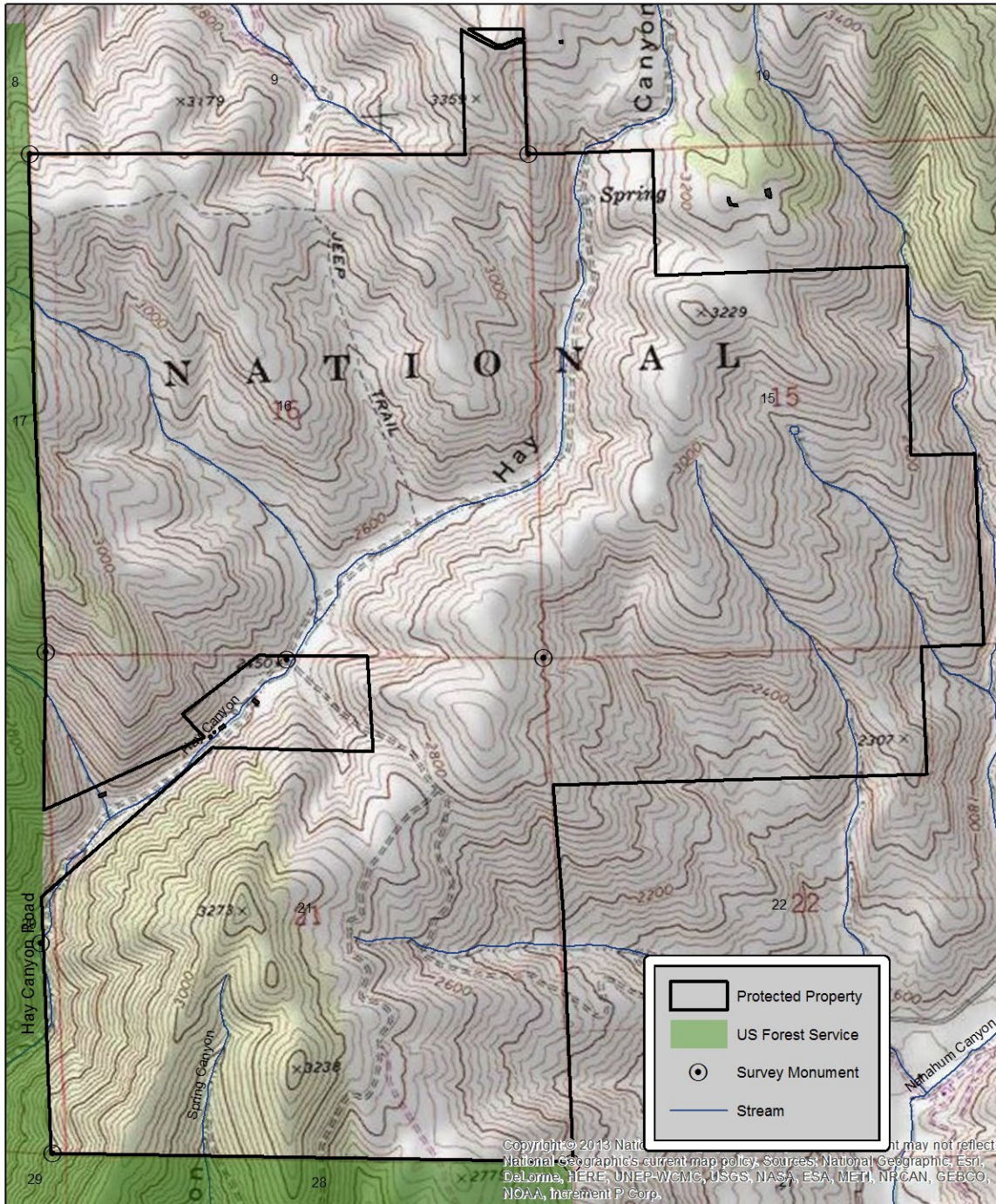
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Map Created 12/11/2017  
by Neal Hedges



Map 3. Topographic Map – Cashmere - US Geological Survey



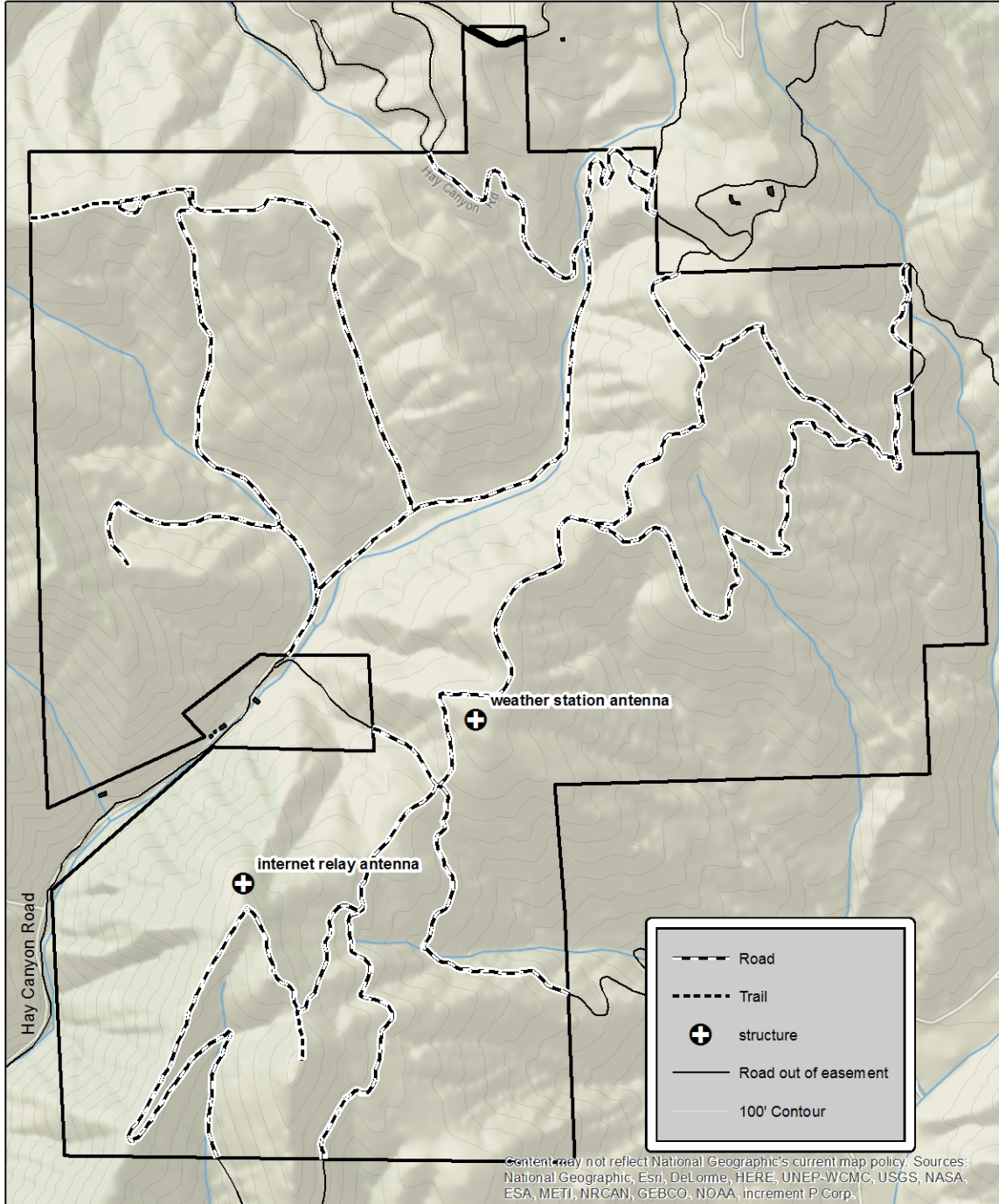
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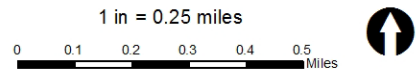
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 Map Created 12/11/2017  
 by Neal Hedges



**Map 4. Roads, Trails, Structures**

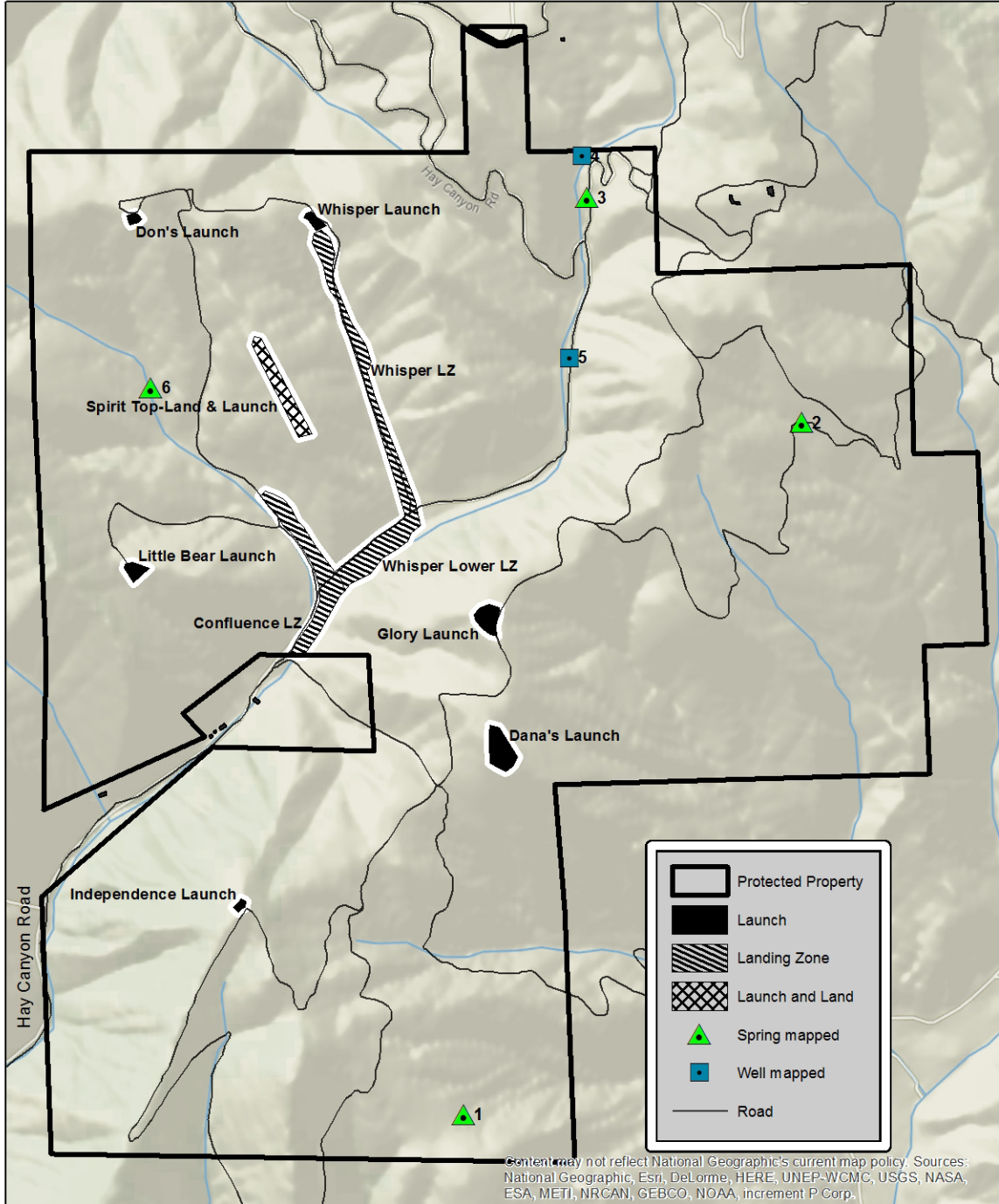


**Map Resource Information**  
 Protected Property, Roads and Trails, Cover Types, Springs and Wells, Structures created by Chelan-Douglas Land Trust. NAIP 2015 Orthophoto. GIS data should not be relied upon to establish precise locations of these features.



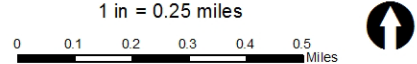
Map Created 12/11/2017  
 by Neal Hedges

Map 5. Paragliding Sites, Springs, and Wells



Content may not reflect National Geographic's current map policy. Sources: National Geographic, Esri, DeLorme, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

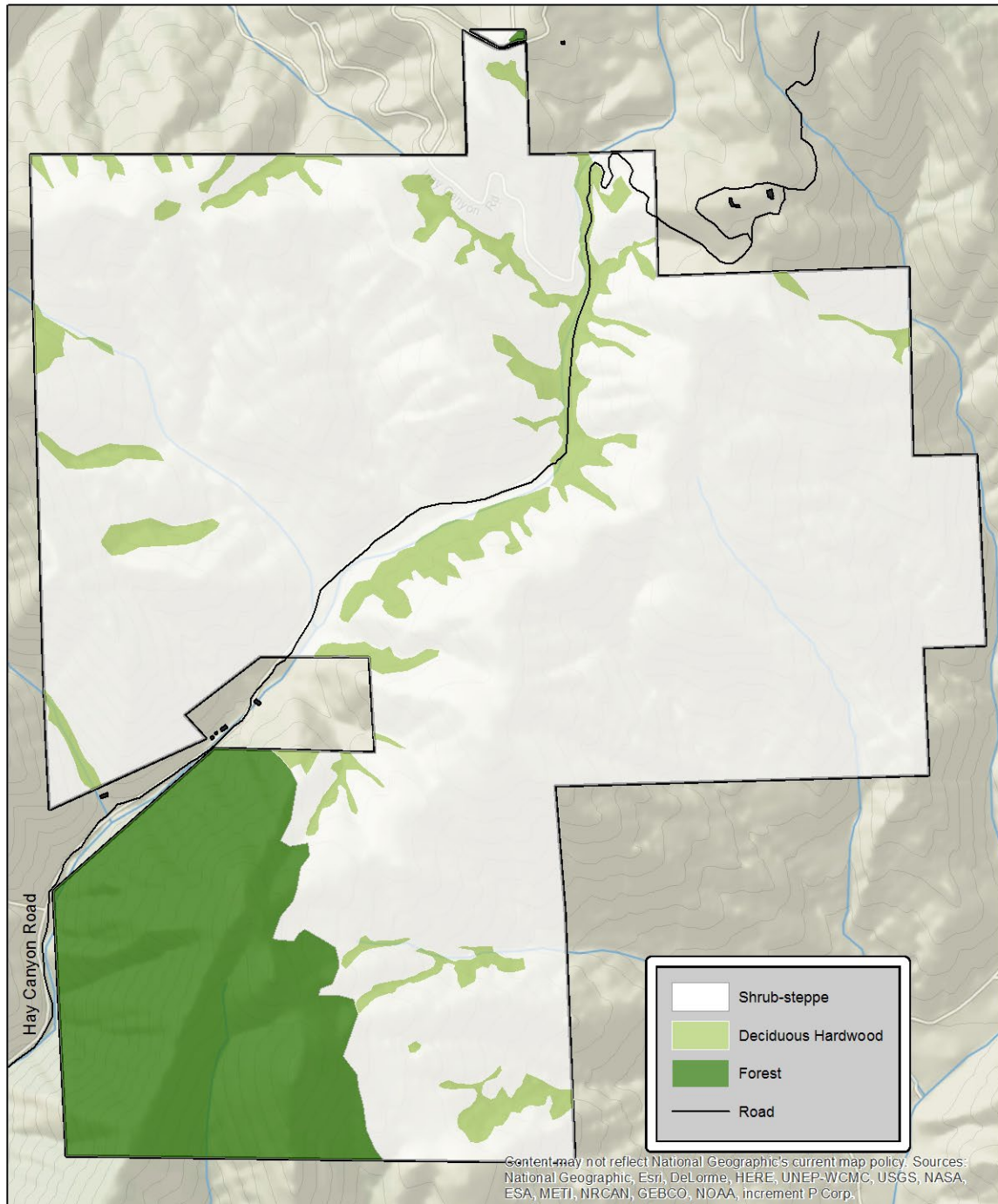
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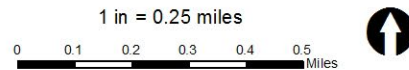
Map Created 12/14/2017  
 by Neal Hedges



Map 6. Plant Cover Types

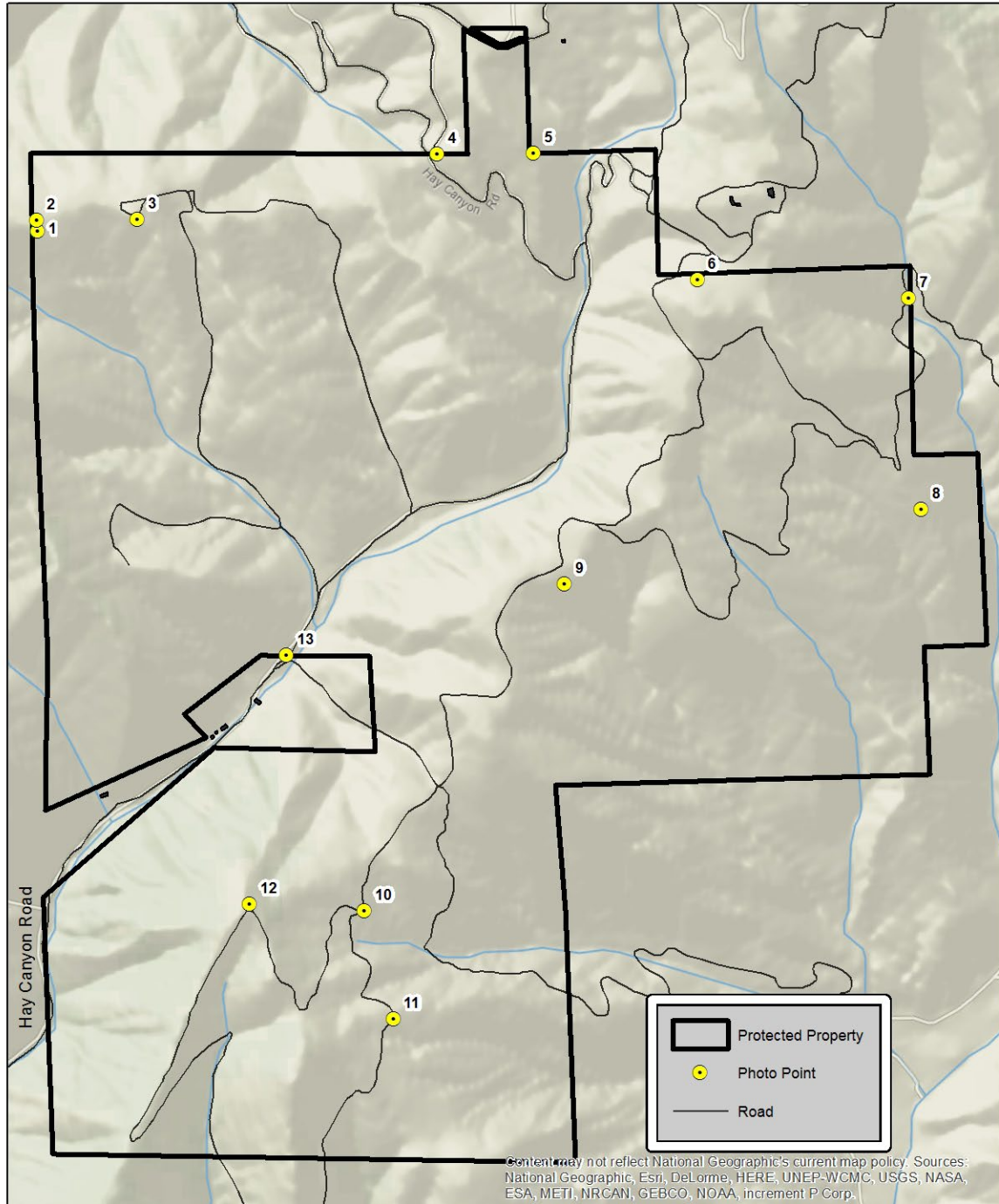


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Protected Property, Roads and Trails, Cover Types, Springs and Wells, Structures created by Chelan-Douglas Land Trust. NAIP 2015 Orthophoto. GIS data should not be relied upon to establish precise locations of these features.

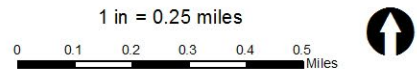


Map Created 12/6/2017  
by Neal Hedges

**Map 7. Photo Points**



**Map Resource Information**  
 Protected Property, Roads and Trails, Cover Types, Springs and Wells, Structures created by Chelan-Douglas Land Trust. NAIP 2015 Orthophoto. GIS data should not be relied upon to establish precise locations of these features.



Map Created 12/14/2017  
 by Neal Hedges



**Baseline Photographs**



Photo Point 1. View south along US Forest Service boundary (right of fence). 180°



Photo Point 1(2). View southwest across Ranch. 146°



Photo Point 2. View north toward Olalla Canyon. 0°



Photo Point 3. View south toward "Independence Mountain". 170°





Photo Point 4. Looking west at Tibbets Mountain. Olalla Canyon Rd. on right. 270°



Photo Point 5. View east toward Blumenthal house. 104°





Photo Point 6. View west toward section corner post (below black marker). 278°



Photo Point 6(2). Easterly view along NE edge of Protected Property. 90°





Photo Point 7. View north near NE corner of property. Road to Nahahum Canyon. 0°



Photo Point 7(2). Looking south along east edge of property. 180°



Photo Point 8. View south toward property line post (below black marker). 180°



Photo Point 9. Looking into Nahahum Canyon, Scott property. 148°





Photo Point 10. View west toward Nahahum Canyon and Eagle Rock. 108°



Photo Point 10(2). View north. Small cabin below black marker. 18°



Photo Point 11. Looking northeast. 50°



Photo Point 11(2). View southeast. 156°





Photo Point 12. View across property, portion of ridge road, to upper Nahahum Cyn. 56°



Photo Point 12(2). View north toward Chumstick Mountain. 6°





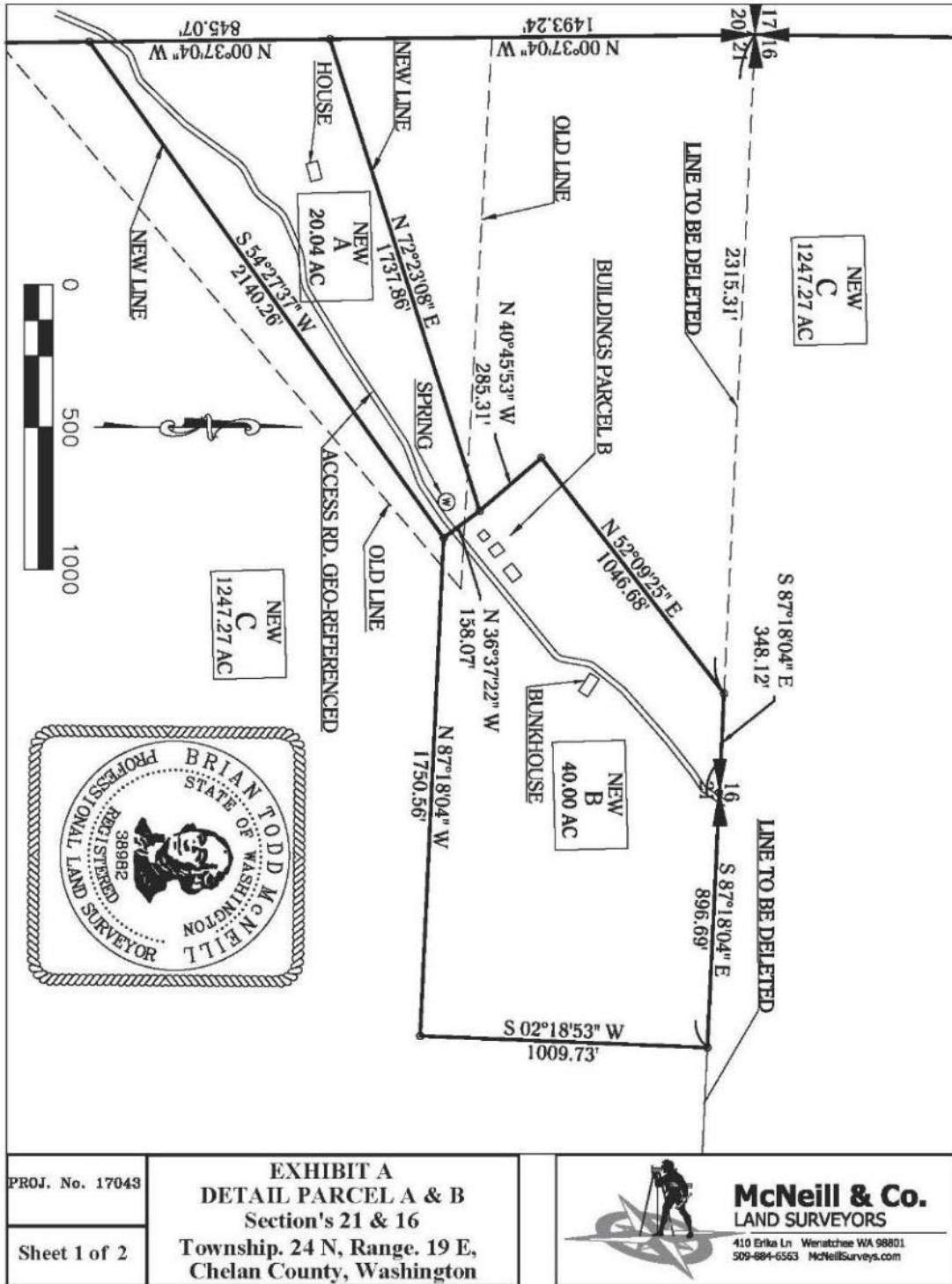
Photo Point 13. Looking east, including garden in excluded area near bunkhouse. 134°



Photo Point 13(2). Looking east across Hay Canyon Road north of bunkhouse. 100°

**Appendix 1. Survey of Boundary Line Adjustment.**

New Parcels A and B excluded from easement.



**Appendix 2. Plant List of Hay Canyon Ranch.**

**Vascular Plant List**  
**Hay Canyon**

Hay Canyon, Chelan County, WA. List covers plants found in Hay Canyon, north of Cashmere. List by WNPS Study Weekend field trip, June 2009. 150 spp.

These lists represent the work of different WNPS members over the years. Their accuracy has not been verified by the Washington Native Plant Society. We offer these lists to individuals as a tool to enhance the enjoyment and study of native plants.

\* - Introduced

<u>Scientific Name</u>	<u>Common Name</u>	<u>Family Name</u>
Acer glabrum	Douglas maple	Aceraceae
Acer macrophyllum	Big-leaf maple	Aceraceae
Achillea millefolium	Yarrow	Asteraceae
Agoseris retrorsa	Spear-leaf agoseris	Asteraceae
Agropyron spicatum	Blue-bunch wheatgrass	Poaceae
Amelanchier alnifolia	Serviceberry	Rosaceae
Amsinckia sp.	Fiddleneck	Boraginaceae
Antennaria microphylla	Rosy pussy-toes	Asteraceae
Antennaria stenophylla	Narrow-leaf pussy-toes	Asteraceae
Apocynum androsaemifolium	Spreading dogbane	Apocynaceae
Arabis holboellii	Holboell's rockcress	Brassicaceae
Arabis sp.	Rockcress	Brassicaceae
Arctium minus*	Common burdock	Asteraceae
Arctostaphylos uva-ursi	Bearberry	Ericaceae
Arnica cordifolia	Heart-leaf arnica	Asteraceae
Arnica mollis	Hairy arnica	Asteraceae
Artemisia tridentata	Big sagebrush	Asteraceae
Artemisia tripartita	Three-tip sagebrush	Asteraceae
Astragalus purshii	Pursh's milk-vetch	Fabaceae
Balsamorhiza sagittata	Arrow-leaf balsamroot	Asteraceae
Berberis aquifolium	Tall Oregongrape	Berberidaceae
Berberis sp.	Oregon grape	Berberidaceae
Calochortus lyallii	Lyll mariposa	Liliaceae
Calochortus macrocarpus	Sagebrush mariposa	Liliaceae
Cardaria draba*	Hoary cress	Brassicaceae
Carex sp.	Sedge	Cyperaceae
Castilleja hispida	Harsh paintbrush	Scrophulariaceae
Castilleja miniata	Scarlet paintbrush	Scrophulariaceae
Ceanothus sanguineus	Redstem ceanothus	Rhamnaceae
Ceanothus velutinus	Snowbrush	Rhamnaceae
Chaenactis douglasii	Dusty maidens	Asteraceae
Chrysanthemum leucanthemum*	Ox-eye daisy	Asteraceae
Claytonia lanceolata	Western springbeauty	Portulacaceae
Clematis ligusticifolia	Virgin's bower	Ranunculaceae
Collinsia parviflora	Small-flowered blue-eyed Mary	Scrophulariaceae
Collomia grandiflora	Large-flowered collomia	Polemoniaceae
Collomia linearis	Narrow-leaf collomia	Polemoniaceae
Comandra umbellata	Bastard toad-flax	Santalaceae
Convolvulus arvensis*	Field morning-glory	Convolvulaceae

WNPS Native Plant List  
Hay Canyon, Chelan County, 11-10  
Page 1 of 4

*Hay Canyon Baseline Documentation Report - December 2017*

Cornus stolonifera	Red-osier dogwood	Cornaceae
Crepis sp.	Hawk's-beard	Asteraceae
Cryptantha sp.	Cryptantha	Boraginaceae
Dactylis glomerata*	Orchard grass	Poaceae
Delphinium nuttallianum	Upland larkspur	Ranunculaceae
Delphinium xantholeucum	Yellow-white larkspur	Ranunculaceae
Elymus cinereus	Giant rye grass	Poaceae
Epilobium angustifolium	Fireweed	Onagraceae
Erigeron filifolius	Thread-leaf fleabane	Asteraceae
Erigeron linearis	Desert yellow daisy	Asteraceae
Erigeron speciosus	Showy fleabane	Asteraceae
Eriogonum elatum	Tall buckwheat	Polygonaceae
Eriogonum heracleoides	Parsnip-flowered buckwheat	Polygonaceae
Eriogonum sphaerocephalum	Rock buckwheat	Polygonaceae
Eriogonum strictum	Strict buckwheat	Polygonaceae
Eriogonum thymoides	Thyme-leaf buckwheat	Polygonaceae
Eriophyllum lanatum	Oregon sunshine	Asteraceae
Festuca idahoensis	Blue bunchgrass	Poaceae
Fragaria vesca	Wild strawberry	Rosaceae
Fritillaria pudica	Yellow bell	Liliaceae
Galium aparine	Cleavers	Rubiaceae
Geum triflorum	Prairie smoke	Rosaceae
Gilia aggregata	Skyrocket	Polemoniaceae
Habenaria sp.	Bog-orchid	Orchidaceae
Hackelia arida	Sagebrush stickseed	Boraginaceae
Hackelia micrantha	Blue stickseed	Boraginaceae
Haplopappus carthamoides	Large-flowered goldenweed	Asteraceae
Helianthella uniflora	Little-sunflower	Asteraceae
Helianthus annuus*	Common sunflower	Asteraceae
Heracleum lanatum	Cow parsnip	Apiaceae
Heuchera cylindrica	Lava alumroot	Saxifragaceae
Hieracium sp.	Hawkweed	Asteraceae
Holodiscus discolor	Ocean spray	Rosaceae
Hydrophyllum capitatum	Woolly breeches	Hydrophyllaceae
Iliamna longisepala	Longsepal globemallow	Malvaceae
Juncus sp.	Rush	Juncaceae
Lathyrus sp.	Peavine	Fabaceae
Lewisia rediviva	Bitterroot	Portulacaceae
Lilium columbianum	Tiger lily	Liliaceae
Linaria dalmatica*	Dalmatian toad-flax	Scrophulariaceae
Linum perenne	Wild blue-flax	Linaceae
Lithophragma bulbiferum	Bulbiferous prairie-star	Saxifragaceae
Lithophragma parviflorum	Small-flowered prairie-star	Saxifragaceae
Lithophragma tenellum	Slender fringe-cup	Saxifragaceae
Lithospermum ruderales	Columbia puccoon	Boraginaceae
Lomatium dissectum	Fern-leaf biscuit-root	Apiaceae
Lomatium geyeri	Geyer's desert-parsley	Apiaceae
Lomatium grayi	Gray's desert-parsley	Apiaceae
Lomatium nudicaule	Pestle parsnip	Apiaceae
Lomatium triternatum	Nine-leaf lomatium	Apiaceae



*Hay Canyon Baseline Documentation Report - December 2017*

Luina nardosmia	Silvercrown luina	Asteraceae
Lupinus laxiflorus	Spurred lupine	Fabaceae
Lupinus lepidus	Prairie lupine	Fabaceae
Lupinus sp.	Lupine	Fabaceae
Madia sp.	Tarweed	Asteraceae
Medicago sativa*	Alfalfa	Fabaceae
Melica sp.	Onion-grass	Poaceae
Mertensia longiflora	Small bluebells	Boraginaceae
Mertensia paniculata	Tall bluebells	Boraginaceae
Microseris laciniata	Cut-leaved microseris	Asteraceae
Microsteris gracilis	Pink microsteris	Polemoniaceae
Montia perfoliata	Miner's lettuce	Portulacaceae
Myosotis laxa	Small-flowered forget-me-not	Boraginaceae
Opuntia polyacantha	Prickly pear	Cactaceae
Osmorhiza chilensis	Mountain sweet-cicely	Apiaceae
Penstemon fruticosus	Shrubby penstemon	Scrophulariaceae
Penstemon pruinosus	Chelan penstemon	Scrophulariaceae
Penstemon sp.	Penstemon	Scrophulariaceae
Phacelia hastata	White-leaf phacelia	Hydrophyllaceae
Phacelia linearis	Thread-leaf phacelia	Hydrophyllaceae
Phacelia procera	Tall phacelia	Hydrophyllaceae
Philadelphus lewisii	Mock-orange	Hydrangeaceae
Phlox longifolia	Long-leaf phlox	Polemoniaceae
Phlox speciosa	Showy phlox	Polemoniaceae
Pinus ponderosa	Ponderosa pine	Pinaceae
Plagiobothrys scouleri	Scouler's popcorn-flower	Boraginaceae
Poa bulbosa*	Bulbous bluegrass	Poaceae
Polemonium micranthum	Littlebells polemonium	Polemoniaceae
Populus tremuloides	Quaking aspen	Salicaceae
Prunus emarginata	Bitter cherry	Rosaceae
Prunus virginiana	Chokecherry	Rosaceae
Pseudotsuga menziesii	Douglas fir	Pinaceae
Pterospora andromedea	Pinedrops	Ericaceae
Purshia tridentata	Bitterbrush	Rosaceae
Pyrus fusca	Pacific crabapple	Rosaceae
Ranunculus glaberrimus	Sagebrush buttercup	Ranunculaceae
Ranunculus uncinatus	Little buttercup	Ranunculaceae
Ribes aureum	Golden currant	Grossulariaceae
Ribes cereum	Wax currant	Grossulariaceae
Rosa nutkana	Nootka rose	Rosaceae
Rosa woodsii	Wood's rose	Rosaceae
Rumex crispus*	Sour dock	Polygonaceae
Salix exigua	Coyote willow	Salicaceae
Salix scouleriana	Scouler willow	Salicaceae
Sambucus cerulea	Blue elderberry	Caprifoliaceae
Senecio integerrimus	Western groundsel	Asteraceae
Smilacina racemosa	False Solomon's seal	Liliaceae
Smilacina stellata	Star-flowered Solomon's seal	Liliaceae
Spiraea betulifolia	Birch-leafed spirea	Rosaceae
Symphoricarpos albus	Common snowberry	Caprifoliaceae



*Hay Canyon Baseline Documentation Report - December 2017*

Symphoricarpos oreophilus	Mountain snowberry	Caprifoliaceae
Tragopogon dubius*	Oysterplant	Asteraceae
Tragopogon pratensis*	Meadow salsify	Asteraceae
Trifolium pratense*	Red clover	Fabaceae
Trillium petiolatum	Purple trillium	Liliaceae
Urtica dioica	Stinging nettle	Urticaceae
Valeriana sitchensis	Sitka valerian	Valerianaceae
Veratrum viride	Green false hellebore	Liliaceae
Vicia sp.	Vetch	Fabaceae
Wyethia amplexicaulis	Northern mule's ears	Asteraceae
Zigadenus venenosus	Meadow death-camas	Liliaceae



## Application for Classification or Reclassification Open Space Land Chapter 84.34 RCW

**File With The County Legislative Authority**

Name of Owner(s): Hay Canyon Ranch, L.L.C. Phone No: 206-979-0514  
 Email Address: [jabe@haycanyon.com](mailto:jabe@haycanyon.com); [julie@haycanyon.com](mailto:julie@haycanyon.com)  
 Address: 3514 E. Columbia St  
Seattle, WA 98122

Parcel Number(s):	<b>SEE "Addenda A &amp; B – Hay Canyon Ranch LLC – App for Open Space.pdf"</b>
Legal Description:	<b>SEE "Addenda A &amp; B – Hay Canyon Ranch LLC – App for Open Space.pdf"</b>
Total Acres in Application:	<u>2182.97</u>

Indicate what category of open space this land will qualify for:

- Conserve or enhance natural, cultural, or scenic resources
- Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- Protect soil resources, unique or critical wildlife, or native plant habitat
- Promote conservation principles by example or by offering educational opportunities
- Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries, or other open spaces
- Enhance recreation opportunities
- Preserve historic or archaeological sites
- Preserve visual quality along highway, road, street corridors, or scenic vistas
- Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

**1. Describe the present use of the land.**

Conservation and recreation. In conservation easement with Chelan Douglas Land Trust. More than half the property has 10 miles of hiking trails accessed by the public from the trailhead on Nahahum Canyon Road and open much of the year, subject to possible winter closure for wildlife protection. 2024 Public Use Data is included in **Addendum E**.

A smaller portion of the property is currently used during parts of the year by a commercial paragliding school for non-powered, non-towed, human flight, detailed in the easement agreement Section VIII Article I (page 10 in **Addendum D**). Limited motor use allowed for maintenance access, per easement agreement.

**2. Is the land subject to a lease or agreement which permits any other use than its present use?**

Yes  No

If yes, attach a copy of the lease agreement.

**3. Describe the present improvements (residence, buildings, etc.) located on the land.**

Trailhead on parcel **241922300050** contains parking stalls and a pit toilet and signage for public access on to the Cashmere Canyons trail system. No other structures on any of the parcels.

**4. Is the land subject to any easements?**

Yes  No

**If yes, describe the type of easement, the easement restrictions, and the length of the easement.**

All parcels are in a conservation easement with Chelan Douglas Land Trust, in perpetuity. See:

- “**Addendum C** – site plan – easement parcels map.pdf” for site plan/easement lands map
- “**Addendum D** – easement agreements.pdf” for full copy of easement agreements

**5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.**

NA

**NOTICE:**

**The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.**

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

**Print the name of each owner:**

Jabe Blumenthal, Hay Canyon Ranch, LLC

**Signature of each owner:**



**Date**

August 23, 2024

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

### **Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification**

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:
  - (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus
  - (b) Interest upon the amounts of the difference in (a), paid at the same statutory rate charged on delinquent property taxes; plus
  - (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).
2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:
  - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.
  - (b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.
  - (c) A natural disaster such as a flood, windstorm, earthquake, wildfire, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
  - (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.
  - (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.
  - (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).
  - (g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(f) (farm home site).
  - (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.
  - (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.
  - (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040.
  - (k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.
  - (l) The discovery that the land was classified in error through no fault of the owner.

**FOR LEGISLATIVE AUTHORITY USE ONLY**

Date application received: \_\_\_\_\_ By: \_\_\_\_\_

Amount of processing fee collected: \$ \_\_\_\_\_

- Is the land subject to a comprehensive land use plan adopted by a city or county?  Yes  No

If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county?  Yes  No

If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.34.037(1) for details.

If no, application must be acted upon by three members of the county legislative authority.

- Application approved  In whole  In part
- Application denied  Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the Washington Relay Service by calling 711. For assistance, contact your local county assessor's office.

REV 64 0021e (6/26/19)





MOTORCYCLES OK

NO CAMPING OR OVERNIGHT PARKING



09/18/2024





09/18/2024





09/18/2024





**Rules**

Cashmere Canyons Preserve is a private land managed for the benefit of the public. The following rules apply to all visitors to the Preserve. These rules are designed to protect the Preserve's resources and ensure that all visitors have a safe and enjoyable experience.

**Reglas**

La Zona de Preservación de Cashmere Canyons es una tierra privada administrada para el beneficio del público. Las siguientes reglas se aplican a todos los visitantes de la Zona de Preservación. Estas reglas están diseñadas para proteger los recursos de la Zona de Preservación y garantizar que todos los visitantes tengan una experiencia segura y agradable.

**El comportamiento prohibido:**

- No fumar en ningún momento.
- No consumir alcohol.
- No consumir drogas.
- No consumir alimentos.
- No consumir bebidas.
- No consumir productos químicos.
- No consumir productos inflamables.
- No consumir productos volátiles.
- No consumir productos corrosivos.
- No consumir productos tóxicos.
- No consumir productos nocivos.
- No consumir productos peligrosos.
- No consumir productos dañinos.
- No consumir productos contaminantes.
- No consumir productos tóxicos.
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- No consumir productos nocivos.
- No consumir productos peligrosos.
- No consumir productos dañinos.
- No consumir productos contaminantes.

**Welcome to Cashmere Canyons Preserve**  
Bienvenidos a la Zona de Preservación de Cashmere Canyons

**Cashmere Canyons Trails**

The Preserve is a private land managed for the benefit of the public. The following rules apply to all visitors to the Preserve. These rules are designed to protect the Preserve's resources and ensure that all visitors have a safe and enjoyable experience.

**Connected: Cashmere Canyons Preserve**  
Conectado: Zona de Preservación de Cashmere Canyons

*Experiencing these lands by foot—slowly, quietly, intentionally—is at the heart of why we care about them, and why we care about you.*

*Experiencia estas tierras a pie—lentamente, en silencio, intencionalmente—es parte de lo que nos importa más de ellas, y parte de lo que nos importa más de usted.*

**Protecting Forever**

The owners of Cashmere Canyons Preserve had intentions to build when they began purchasing parcels of land in Blue, Chula, and Siskiyou Counties in the early 1980s. More than 25 years and a couple thousand acres later, the owners presented the Chula-Thompson Land Trust to place conservation easements on their land—which means it is perpetually—and essentially Cashmere Canyons Preserve.

**Protegido Para Siempre**

Los dueños de la Zona de Preservación de Cashmere Canyons tenían la intención de construir cuando comenzaron a comprar parcelas de terreno en los condados de Blue, Chula, y Siskiyou. Más de 25 años y un par de miles de acres más tarde, los dueños se presentaron con el Fideicomiso de Tierras de la Condado de Chula y Thompson. El Fideicomiso de Tierras de la Condado de Chula y Thompson compró parcelas de terreno en su propiedad, lo que significa que la Zona de Preservación de Cashmere Canyons es esencialmente la Zona de Preservación de Cashmere Canyons.

**NO DOGS or BIKES**

Please respect the landowner's rules to ensure continued public access.

**MEDUSAHEAD**

**FRUITFULS FEST**

09/18/2024



# Welcome to Cashmere Canyons Preserve

## Bienvenidos a la Zona de Preservación de Cashmere Canyons

Grab your hiking boots and water bottle and hit the trail! It's a stout 2-mile hike with a 1,300-foot elevation gain to the ridgeline separating Hay Canyon and Nahahum Canyon, but once there, you'll be treated to sweeping views of the Cascade Mountains and its foothills.

Once atop the ridge, loop options allow you to explore the preserve's varying habitats—including sagebrush-grassland, woodland, and riparian—which provide a bounty of feeding, breeding, and nesting opportunities for wildlife.

During your visit, look to the sky to see golden eagle, kestrel, and harrier hawk. Listen for the tweets and trills of migratory songbirds, including western bluebird, Lewis' woodpecker, western tanager, and Lazuli bunting. Mule deer and coyote are common. If you're lucky, you may catch a glimpse of a western skink, owl, bobcat, or bear.

¡Agarra tus botas de montaña, tu botella de agua y ponte en marcha en el sendero! Es una caminata de dos millas (3.2 km), nada de fácil, con una elevación de 1.300 pies (400 metros), hasta llegar a una cresta que separa Hay Canyon de Nahahum Canyon. Una vez que llegues ahí, podrás disfrutar de impresionantes vistas de las Montañas Cascade y las colinas y estribaciones a sus pies.

Una vez que se llega a la cima, circuitos optativos le permiten explorar la amplia variedad de hábitats encontrada en la zona de preservación, incluyendo a praderas y artemisas, bosques, acequias y ríos, los cuales proporcionan a la fauna local una gran riqueza en lugares para alimentarse, hacer nidos y criar descendencia.

Durante su visita, mire hacia el cielo para ver águilas doradas, buitres, gavilanes y halcones. Escuche los sonidos de los pájaros migratorios, incluyendo los azulejos, el pájaro carpintero, la tångara y el verderón de Lazuli. El ciervo mulo y el coyote son muy comunes, y si tiene algo de suerte, puede ver pasar a un esquinco, a un búho, a un gato montés o un oso.

Long-sepal  
Giobemallow  
*Ilamna longisepala*

A long-sepal giobemallow seed lies dormant in the soil until a fire's heat cracks the coat, allowing it to germinate.



Malvasico de Sápalo Largo  
*Ilamna longisepala*

Un malvasico de sápalo largo permanece dormido en el suelo hasta que el calor del fuego rompe su capa exterior, permitiéndole germinar.

Illustration/Ilustración: Nancy Seiler

For route descriptions and current trail conditions, visit [www.cashmerecanyons.com](http://www.cashmerecanyons.com).

Para conseguir descripciones de las rutas y las condiciones actuales de los senderos, visite [www.cashmerecanyons.com](http://www.cashmerecanyons.com).

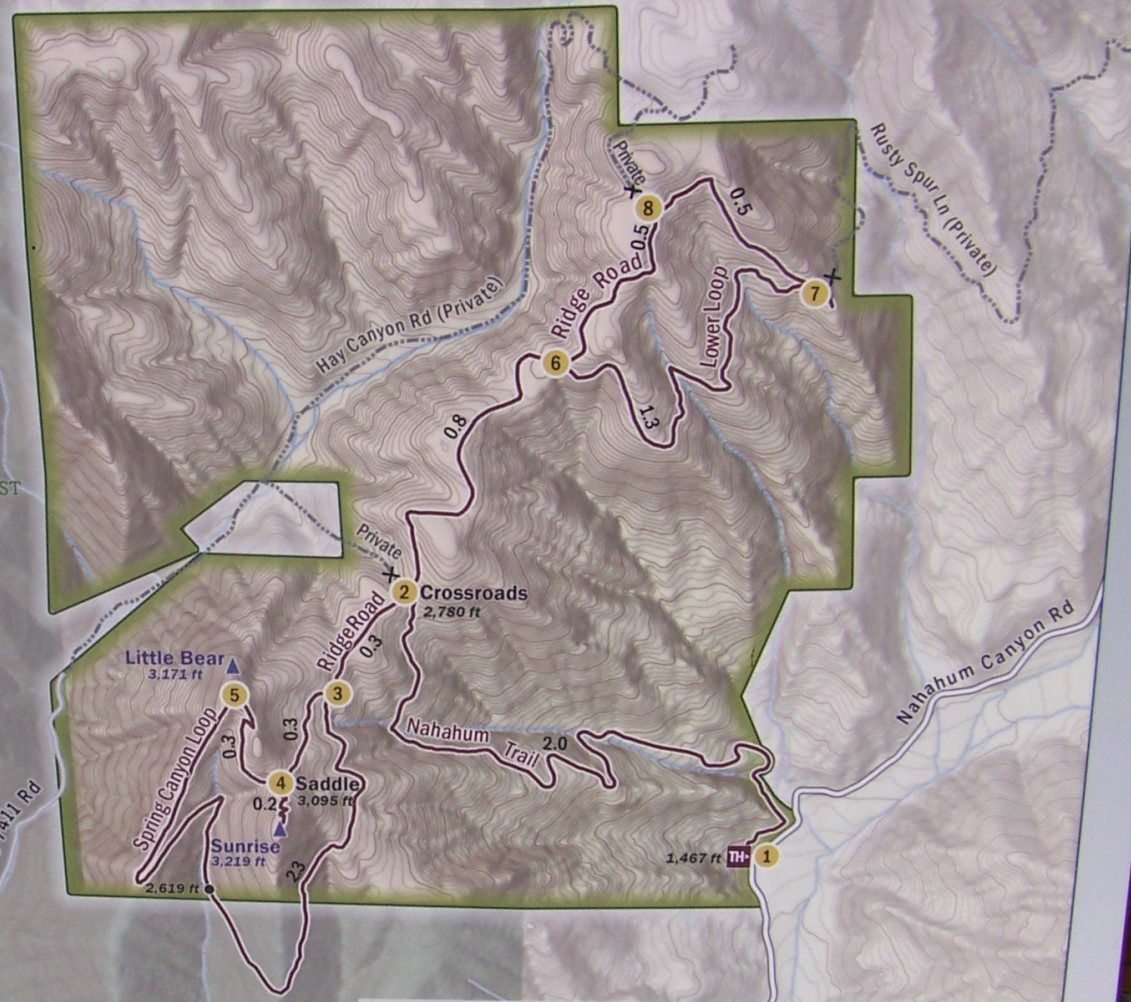


# Cashmere Canyons Trails

OKANOGAN-WENATCHEE NATIONAL FOREST



Mapping by GreenInfo Network | March 2021



- Cashmere Canyons Preserve
- National Forest Bosque Nacional
- Trail Junction Post / Croce de Caminos
- Mileage Markers / Marcador de Millas
- Trailhead / Camino Principal
- High Point / Punto Alto
- Low Point / Punto Bajo
- No Public Access / No Acceso Público
- Main Road / Carretera Principal
- Forest Service Road / Carretera de Servicio Forestal
- Private Road (No Public Access) / Carretera Privada (No Acceso Público)

09/18/2024



## Rules

Cashmere Canyons Preserve is privately owned and protected for critical wildlife habitat. Please enjoy your visit to Cashmere Canyons Preserve, and help ensure this property remains open to the public by following these rules:

- Foot traffic only
- Open to public access daily from dawn to dusk, unless otherwise posted
- Stay on designated trails

Please remember to:

- Carry out all litter, including solid waste and any food remnants.
- Treat all trail users with courtesy and respect.
- Listen to music/media using headphones only.
- Practice low-impact trail use. Avoid trails when they are wet and muddy—they can be easily damaged which creates unnecessary work for volunteer trail maintenance crews.
- Protect our native sagebrush-grassland environment. Stay on trails as indicated on the map. Do not cut switchbacks or use shortcuts.
- Leave flowers and plants for others to enjoy and wildlife to use.
- Observe wildlife from a distance and never approach, feed or follow.
- Bring plenty of water; there is limited shade and no water available along this trail system.
- Be aware that cell coverage is limited at lower elevations.

### The following are prohibited:

- Dogs (on- or off-leash)
- Cycling/mountain biking
- Motorized vehicles
- Horses and horseback riding
- Hunting (including antler/shed hunting), shooting, or carrying weapons of any kind
- Camping
- Combustible materials (e.g., fires, fireworks, smoking, or vaping)
- Consumption of alcohol
- Drones (launching, landing, or flying)
- Cross-country or off-trail travel
- Skiing of any kind

Note that the entire trail system is subject to occasional seasonal closure to even foot traffic for purposes of trail and wildlife preservation. Up-to-date information can be found on the web at [www.cashmerecanyons.com](http://www.cashmerecanyons.com).

Any violations of these rules will be considered illegal trespass of private property and may be legally pursued as such by the private landowners.

mule deer venado bura Photo/Foto: Pete Karp



## Reglas

La Zona de Preservación de Cashmere Canyons Preserve es propiedad privada y está protegida para que sirva como hábitat vital de fauna. Por favor disfrute su visita a la Zona de Preservación de Cashmere Canyons, y ayúdenos a asegurar que esta propiedad permanezca abierta al público, obedeciendo las siguientes reglas:

- Sólo el tráfico de peatones está permitido.
- Estas áreas están abiertas al acceso público desde el amanecer hasta la puesta de sol, a no ser que otro aviso o letrero diga lo contrario.
- Por favor permanezca en los senderos designados

Por favor recuerde:

- Llevarse toda la basura, incluyendo los desperdicios sólidos y cualquier resto de comida.
- Trate a todos los usuarios del sendero con cortesía y respeto
- Escuche música o videos sólo usando audífonos
- Practique el uso de senderos en una manera que tenga un mínimo impacto. Evite usar los senderos cuando estén mojados y barrocos, ya que pueden ser fácilmente dañados, y esto crea una cantidad innecesaria de trabajo para los grupos voluntarios de mantención de senderos.
- Proteja nuestro ambiente de praderas y artemisas nativas. Permanezca en los senderos indicados en el mapa, no tome atajos de ningún tipo.
- Deje las plantas y las flores en su lugar para que otras personas las disfruten y la fauna las use.
- Observe la fauna desde una distancia segura, y nunca se acerque a ella, ni intente alimentarla o seguirla.
- Traiga abundante agua, ya que hay un número limitado de lugares que ofrezcan sombra, y no hay agua disponible en este sistema de senderos.
- Recuerde que la cobertura de teléfonos celulares es limitada en las partes bajas de los senderos.

### Lo siguiente está prohibido:

- Perros (sueltos o en correa)
- Ciclistas/practicantes del ciclismo de montaña
- Vehículos motorizados
- Caballos y montar a caballo
- Caza, (incluyendo la caza de cuernos de ciervo), la descarga de armas de fuego, y el porte de armas de cualquier tipo.
- Acampar
- Materiales combustibles (como por ejemplo el fuego, los fuegos artificiales, el fumar y el usar cigarrillos electrónicos o vapear.
- El consumo de alcohol
- Vehículos aéreos no tripulados, conocidos como drones (el lanzarlos, aterrizarlos o volarlos)
- Transitar fuera de los senderos establecidos o a campo traviesa
- Cualquier tipo de esquí.

Recuerde que el sistema de senderos completo está sujeto a ser cerrado ocasionalmente, incluso prohibiendo el tráfico a pie, para preservar los senderos y la fauna. Información actualizada puede encontrarse en la Internet, yendo a [www.cashmerecanyons.com](http://www.cashmerecanyons.com)

Cualquier infracción o quebrantamiento de estas reglas será considerado una entrada ilegal a propiedad privada y puede ser considerada como tal por los dueños de estas tierras, con las consecuencias judiciales que esto puede traer.



Yellow-white Larkspur  
*Delphinium xantholeucum*  
Endemic to the Wenatchee Mountains, yellow-white larkspur is an important source of nectar for pollinating insects such as bees and butterflies.

Illustration/Ilustración:  
Nancy Seiler

Espuela de Caballero blanca y amarilla  
*Delphinium xantholeucum*  
Pertenece casi exclusivamente a las montañas de Wenatchee, la espuela de caballero amarilla y blanca es una importante fuente de néctar para los insectos polinizadores tales como las mariposas y las abejas



Welcome to Cashmere Canyons Preserve  
Bienvenidos a la Zona de Preservación de Cashmere Canyons

Grab your hiking boots and water bottle and hit the trail! It's a stout 2-mile hike with a 1,300-foot elevation gain to the ridgeline separating Hay Canyon and Nahahum Canyon, but once there, you'll be treated to sweeping views of the

¡Agarra tus botas de montaña, tu botella de agua y ponte en marcha en el sendero! Es una caminata de dos millas (3.2 km), nada de fácil, con una elevación de



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- CROSSROADS 2.1 MI
- LITTLE BEAR 2.9 MI
- SUNRISE 2.8 MI

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