



200110170015

, Skagit County Auditor

10/17/2001 Page 1 of 12 10:02:08AM

RECORDING COVER SHEET

AFTER RECORDING RETURN TO:

Derek Koellmann
Skagit County Public Works Department
1111 Cleveland Avenue
Mount Vernon, Washington 98273

DOCUMENT TITLE:

Assignment of Rights for the Hum Field Property
Between Skagit County and Washington State Salmon Recovery Funding Board

SPECIAL NOTE:

This assignment of rights, labeled "Exhibit D", is referred to as both "Exhibit D" and "Exhibit E" in the Grant Deed of Conservation Easement between the Skagit Land Trust, Grantor, and Skagit County, Grantee dated June 29, 2001.

ASSIGNOR:

Skagit County

ASSIGNEE:

Washington State Salmon Recovery Funding Board

COUNTY CONTRACT NO.: 005442

05442



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RECORDING COVER SHEET

AFTER RECORDING RETURN TO:

Derek Koellmann
Skagit County Public Works Department
1111 Cleveland Avenue
Mount Vernon, Washington 98273

DOCUMENT TITLE:

Assignment of Rights for the Hurn Field Property ^{7/35/8} P43494, P43497, P43487, P43184, P43479
Between Skagit County and Washington State Salmon Recovery Funding Board

ASSIGNOR:

Skagit County

ASSIGNEE:

Washington State Salmon Recovery Funding Board

COUNTY CONTRACT NO.: 005442

cc: Pworks, R. Doenges, Auditor



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Exhibit D

005442

ASSIGNMENT OF RIGHTS

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the 10th day of Sept., 2001, by SKAGIT COUNTY ("Assignor"), to and in favor of THE STATE OF WASHINGTON ("State"), through the Salmon Recovery Funding Board administered by the Interagency Committee for Outdoor Recreation ("IAC").

RECITALS

A. Assignor has entered into a conservation easement ("Conservation Easement") with certain property owners (collectively "Owner") in the House Slough area of the Skagit watershed (W.R.I.A. number #3 under WAC 173-500-040) in Skagit County, Washington. The names and addresses of the Owner and the recording number of the Conservation Easement are set forth in Exhibit 1 attached hereto and incorporated herein. The legal description of the Property subject to the Conservation Easement are set forth in Exhibit 2 attached hereto and incorporated herein.

B. The conservation purpose of the Conservation Easement is described in the Conservation Easement. That purpose is also described in the Project Agreement entered into between the recipient of IAC funds ("Sponsor") and the State through the IAC entitled Acquisition of Key Salmon Habitat Project Number 99-1719A dated April 16, 1999 and the application and supporting materials which are on file with the State in connection with the Project Agreement, which Project Agreement is incorporated herein by this reference. That purpose includes protection, restoration, and enhancement of riparian habitat, as defined in the Conservation Easement.

C. Owner has authorized Assignor to assign to the State certain rights for access to and stewardship of the property covered by the Conservation Easement. Assignment of such rights is a necessary condition to receipt of grant funding under the Project Agreement and the policies of the Riparian Habitat Program (RHP) administered by the IAC under SSB6063, Ch. 235, § 329(6) (1997). Such rights are valuable to the State in connection with ensuring protection of riparian habitat under the terms of the Conservation Easement, and are particularly valuable because Assignor and Owner have agreed that Assignor will retain all responsibility for obligations of the Assignor under the Conservation Easement.

D. These recitals are incorporated herein by this reference.

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

AGREEMENT

1. **Assignment.** For and in consideration of monies coming in whole or in part from the Habitat Conservation Account of the General Fund of the State of Washington and in fulfillment of terms of the Project Agreement identified herein, Assignor does hereby assign, transfer, set over, convey and deliver to the State individually, and as the representative of all the people of the State, the following rights (collectively referred to as "Rights") under the Conservation Easement the recording number of which is listed in Exhibit 1 attached hereto and incorporated herein by this reference:

a. **Access.** To enter the Riparian Habitat Conservation Zone, as defined in the Conservation Easement, 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. **Injunction and Restoration.** In the event of the failure of Assignor to undertake such injunction and restoration, to enjoin any use of, or activity in, the Riparian Habitat Conservation Zone which is inconsistent with the terms of the Conservation Easement by members of the



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public, and undertake or cause to be undertaken the restoration of such areas or features of the Riparian Habitat Conservation Zone as may be damaged by uses or activities contrary to the provisions of the Conservation Easement.

c. Enforcement. In the event of the failure of Assignor to undertake such enforcement, to enforce the terms of the Conservation Easement, and thereby assume the Assignor's remedies under the Conservation Easement.

d. Amendments. To review and approve any proposed amendments to the Conservation Easement. Review and approval by IAC's Director will be for compliance with the terms of the Project Agreement.

e. Termination For Reasons of Impracticability. To review and approve any proposed agreements to terminate the Conservation Easement, or release a portion of the Riparian Habitat Conservation Zone from the terms of the Conservation Easement, before expiration of the term of the Conservation Easement for the reason that circumstances have rendered the conservation purpose of the Conservation Easement impractical to achieve.

f. Stewardship Plans. To review any Stewardship Plans, including riparian habitat restoration and enhancement plans, as defined in the Conservation Easement. Review by IAC's Director will be for compliance with the terms of the Project Agreement.

These Rights shall be held in common with Assignor or Assignor's successors and assigns.

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

3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants to the State 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 Conservation Easement as provided in the Conservation Easement.

c. Assignor shall comply with, and IAC shall not be responsible for determining compliance with, all applicable federal, state, and local laws, regulations, and policies in its administration of the Conservation Easement or the undertaking of any of its rights under the Conservation Easement.

d. Neither Assignor nor Owner has any claims or causes of action, at law or in equity, with respect to any Conservation Easement as of the date provided above.

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

5. **Indemnity.** Assignor shall defend, protect and hold harmless the State, IAC, or any employees thereof, from and against any and all costs, claims, fees and expenses arising out of or in any way relating to Assignor's representations and warranties under this Assignment, Assignor's obligations under the Conservation Easement, or the acts by or omissions of Assignor or Owner.

6. **Replacement Property.** The Conservation Easement may be extinguished in whole or in part before expiration of its term (if any) under certain circumstances identified in the Conservation Easement. Assignor may be entitled to compensation in such event. Assignor shall use all



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for acquisition, restoration and/or enhancement of substantially equivalent property or property interests within the same watershed, and if no feasible opportunity exists in the same watershed, within another watershed; provided, however, that any such project must be identified in an eligible watershed plan or accomplish an objective cited in such a plan. Assignor hereby agrees to consult with, and receive the approval of, the IAC in the selection of any replacement property and to assign to the State 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 Conservation Easement, or the performance of any obligations to the State under the Conservation Easement, without the express written consent of the IAC's Director.

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

9. **Disputes.** Any disputes between Assignor and the State 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 State 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.

ATTACHMENTS:

Exhibit 1 - Owner and Conservation Easement Recording Number

Exhibit 2- Legal Description of Property Subject to Conservation Easement



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Exhibit 1

Skagit Land Trust, having an address at 520 South First Street,
Mount Vernon, Skagit County, Washington 98273

Conservation Easement Recording Number: 200107250098



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Exhibit 2

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Legal Description of Protected Property

UNOFFICIAL DOCUMENT



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PARCEL "A":

That portion of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and of Government Lot 10, Section 7, Township 35 North, Range 8 East, W.M., lying Southerly of State Highway No. 17A.

ALSO, that portion of Government Lot 8, Section 7, Township 35 North, Range 8 East, W.M., lying North of the following described line:

Beginning at the center of said Section 7, which point is marked by a concrete monument with a State of Washington, Department of Game brass cap imbedded;
thence South $0^{\circ}33'06''$ West, 475 feet to the true point of beginning of said line;
thence South $89^{\circ}45'10''$ East, 755.64 feet, more or less, to the Easterly line of said Government Lot 8, which line is the meander line,

EXCEPT that portion, if any, lying within the present and former bed of the Skagit River.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Lot 11 of that certain Survey entitled, "ALTERRA PARK DIV. II", designated as Skagit County Short Plat No. 517-80, Revised April 2, 1981, approved March 26, 1981, recorded April 9, 1981, in Volume 5 of Short Plats, pages 49, 50 and 51, under Auditor's File No. 8104090023, records of Skagit County, Washington; being a Survey in Sections 7 and 8, Township 35 North, Range 8 East, W.M., described as follows:

Beginning at the Northwest corner of said Lot 11;
thence South $0^{\circ}11'48''$ West along the West line of said Lot 11, a distance of 136.28 feet to the true point of beginning of this description;
thence South $34^{\circ}09'33''$ West along said West line, a distance of 300 feet;
thence South $4^{\circ}54'51''$ West along said West line, a distance of 605.7 feet, more or less, to an existing fence running in an Easterly-Westerly direction;

- continued -



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DESCRIPTION CONTINUED:

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PARCEL "B" continued:

thence South 89°42'58" East along said fence a distance of 217.4 feet, more or less, to its intersection with an existing fence running in a Northerly-Southerly direction; thence North 0°11'48"" East along said fence, a distance of 852.8 feet, more or less, to the true point of beginning,

EXCEPT that portion thereof, if any, lying within the boundaries of Government Lots 8 and 10 of said Section 7, Township 35 North, Range 8 East, W.M.,

AND ALSO EXCEPT mineral rights as reserved in Deed from the State of Washington, recorded July 3, 1980, under Auditor's File No. 8007030123.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the Northwest ¼ of the Northeast ¼, lying North of the Great Northern Railway Company right of way, in Section 7, Township 35 North, Range 8 East, W.M.,

EXCEPT that portion lying within the right of way of Challenger Road.

Situate in the County of Skagit, State of Washington.



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