



200601100020

Skagit County Auditor

1/10/2006 Page 1 of 6 9:37AM

AFTER RECORDING MAIL TO:

Name SKAGIT CONSERVATION DISTRICT

Address 2021 E. College Way

City / State Mount Vernon, Washington 98273

Document Title(s): (or transactions contained therein)

1. ASSIGNMENT OF RIGHT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

AF# 200510310196

Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. SKAGIT CONSERVATION DISTRICT
- 2.
- 3.
- 4.
5. Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

- 1.
2. THE STATE OF WASHINGTON, through the Salmon Recovery Funding Board
- 3.
- 4.
5. Additional names on page 2 of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Sec. 25, Twp. 36, Rng. 4; Ptn. SE NW SW NE (aka Tract 4 Survey No. 111-76)

Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

P49938



First American Title Insurance Company

FIRST AMERICAN TITLE CO.
853 LT
ACCOMMODATION RECORDING ONLY

(this space for title company use only)

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

RECEIVED

NOV 21 2005

NOV 21 2005

ASSIGNMENT OF RIGHT

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the 4 day of January 2005, by Skagit Conservation District (Assignor"), to and in favor of THE STATE OF WASHINGTON (State"), through the Salmon Recovery Funding Board ("SRFB"), administered by the Interagency Committee for Outdoor Recreation ("IAC").

RECITALS

A. Assigner has entered into a conservation easement ("Conservation Easement") with certain property owner[s] (collectively "Owner") in the Lower Skagit River watershed (W.R.I.A. number # under WAC 173-500-040) in Sedro-Woolley, Washington. The names and address 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 SRFB funds ("Sponsor") and the State through the SRFB entitled "Samish Acquisition and Restoration" Project Number 00-1726C dated January 26, 2001 and the application and supporting materials which are on file with the State in connection with the Project Agreement is incorporated herein by this reference. That purpose includes protection, restoration and enhancement of 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 Salmon Recovery Funding Board administered by the IAC. Such rights are valuable to the State in connection with ensuring protection of habitat under the terms of the Conservation Easement, and are particularly valuable



200601100020

Skagit County Auditor

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 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 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 Conservation Zone which is inconsistent with the terms of the Conservation Easement, including trespass by member of the public, and undertake or cause to be undertaken the restoration of such areas or features of the 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 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.



200601100020

Skagit County Auditor

f. **Stewardship Plans.** To review any Stewardship Plans, including 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 Project Agreement.

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

a. Owner, identified in *Exhibit 1* 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 the SRFB 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. **Obligation.** 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, the SRFB, the 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 omission of Assignors 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 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 SRFB and the IAC in the selection of any replacement property and to assign to the State the same or substantially



200601100020

Skagit County Auditor

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.

ASSIGNOR:

Skagit Conservation District

Mount Vernon, WA

By Elizabeth A. Horton

Its Chair

STATE:

THE STATE OF WASHINGTON,
through its Salmon Recovery
Funding Board, administered by the
IAC.

By Laura E. Johnson

Its Director

ATTACHMENTS:

Exhibit 1 – Owner and Conservation Easement Recording Number

Exhibit 2 – Legal Description of Property Subject to Conservation Easement



200601100020

Skagit County Auditor

STATE OF WASHINGTON)
)ss.
COUNTY OF Thurston)

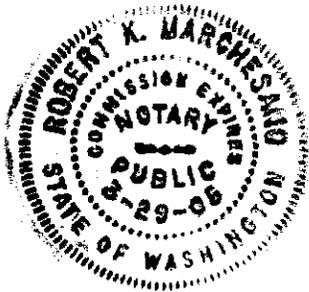
I certify that I know or have satisfactory evidence that Laura Johnson is the person who appeared before me, and said person acknowledge that ~~he~~/she signed this instrument, on oath stated that ~~he~~/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Dated: January 4, 2006

Robert K. Marchesano
Notary Public

Print Name Robert K. Marchesano

My commission expires March 29, 2006



200601100020
Skagit County Auditor