

When recorded return to:

Skagit Land Trust
P. O. Box 1017
Mt. Vernon, WA 98273



201007010057

Skagit County Auditor

7/1/2010 Page 1 of 8 1:58PM

Assignor: Skagit Land Trust
Assignee: The State of Washington

Brief Legal Description: Lots 4-9, Elysian Meadows, Gov. Lots 13-14, 12-35-17 EW.M.,
Gov. Lots 3-4, 13-35-7 E W.M.

Assessor's Parcel Numbers:

P121059/4823-000-004-0000; P121060/4823-000-005-0000; P121061/4823-000-006-0000;
P121062/4823-000-007-0000; P121063/4823-000-008-0000; P121064/4823-000-009-0000;
P121065/4823-000-010-0000; P109565/350712-3-018-0100; P109566/350713-2-004-0100;
P42536/350712-4-019-0007; P42556/350713-0-003-0004

ASSIGNMENT OF RIGHTS

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the 1 day
of July, 2010, by Skagit Land Trust ("Assignor"), to and in favor of THE
STATE OF WASHINGTON ("State"), through the Salmon Recovery Funding Board (SRFB)
administered by the Recreation and Conservation Office (RCO).

RECITALS

A. Assignor has entered into a conservation easement ("Conservation Easement"),
and entered into an Amendment of Conservation Easement ("Amendment"), with certain
property owners (collectively "Owner") in the Skagit watershed (W.R.I.A. number #3 under
WAC 173-500-040) in Skagit County Washington. The names and address of the Owner and
the recording number of the Conservation Easement and the Amendment 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 "Elysian Meadows Protection and Restoration" Project Number 05-1520C, dated January 6, 2006, 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 and restoration 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 Salmon Recovery Funding Board (SRFB) administered by the RCO. 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 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 Protected Property, as defined in the Conservation Easement, 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 Protected Property which is inconsistent with the terms of the Conservation Easement, including trespass by members of the public, and undertake or cause to be undertaken the restoration of such areas or features of the Protected Property 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 RCO'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 Protected Property from the terms 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 RCO'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 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 SRFB and RCO 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, the SRFB, the RCO, 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 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 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 SRFB and the RCO 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 RCO's Director.

8. **Assignment Term.** The term of this Assignment shall be the same as the term of the Conservation Easement.

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 Land Trust, a Washington nonprofit corporation

By

Karen Krub
Karen Krub, Vice President

STATE:

THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By

Kaleen Cottingham
Kaleen Cottingham, Director

ATTACHMENTS:

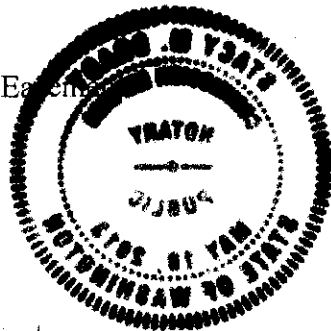
Exhibit 1 - Owner and Conservation Easement Recording Number

Exhibit 2 - Legal Description of Property Subject to Conservation Easement

STATE OF WASHINGTON)

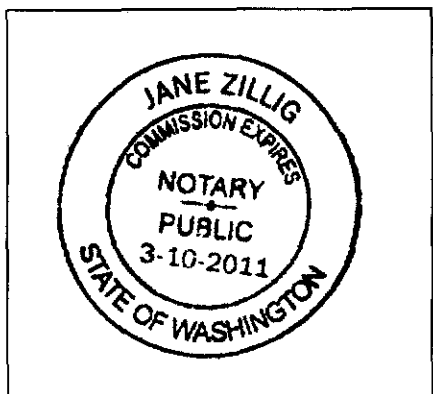
) ss:

COUNTY OF SKAGIT)



I certify that I know or have satisfactory evidence that Karen Krub 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 Vice-President of Skagit Land Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/1/10



(Use this space for notarial stamp/seal)

Jane Zillig
Notary Public

JANE Zillig
Print Name

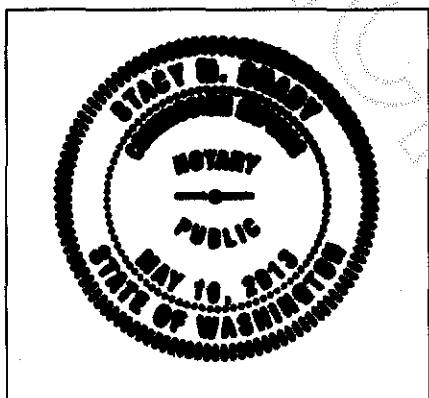
March 10, 2011
My commission expires



STATE OF WASHINGTON)
) ss:
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Kateen Cottingham is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Director of the Salmon Recovery Funding Board, administered by the RCO of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 28, 2010



(Use this space for notarial stamp/seal)

Stacy M. Brady
Notary Public
Stacy M. Brady
Print Name
May 19, 2013
My commission expires



EXHIBIT 1

OWNER AND CONSERVATION EASEMENT RECORDING NUMBER

Names: Gerrit Jan van den Engh and Barbara Jo Trask

Address: 9756 49th Ave NE, Seattle, WA 98115

Conservation Easement Recording Number: Skagit County AF# 200612200141

Conservation Easement Amendment Recording Number: AF# 200912020043
(Amendment to Add Legal Descriptions of Subareas Only)



EXHIBIT 2
Legal Description of Property Subject to Conservation Easement

PARCEL "A":

Lots 4, 5, 6, 7, 8 and 9, "ELYSIAN MEADOWS," recorded October 7, 2003, under Auditor's File No. 200310070060, records of Skagit County, Washington.

TOGETHER WITH that portion of Tract J in said plat, lying Easterly of the Westerly line of Lot 4 of said plat.

ALSO TOGETHER WITH ingress and egress rights as established in that instrument recorded on October 29, 2004, under Auditor's File No. 200410290028.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

Government Lot 14 and that portion of Government Lot 13, Section 12, Township 35 North, Range 7 East, W.M., lying Easterly of the following described line:

Beginning at the Southwest corner of said Section 12;
thence South 88°43'11" East along the South line thereof, a distance of 2,413.00 feet to the point of beginning of this line description;
thence North 28°03'51" West, a distance of 136.07 feet;
thence North 52°57'19" West, a distance of 196.15 feet;
thence North 00°25'25" West, a distance of 208.99 feet;
thence North 37°04'40" West, a distance of 134.58 feet to the Skagit River and terminus of this line description.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

Government Lot 3 and that portion of Government Lot 4, Section 13, Township 35 North, Range 7 East, W.M., lying Easterly of the following described line:

Beginning at the Northwest corner of said Section 13;
thence South 88°43'11" East along the North line thereof, a distance of 2,413.00 feet to the point of beginning of this line description;
thence South 28°03'51" East, a distance of 33.09 feet;
thence South 01°36'21" East, a distance of 425.51 feet;
thence South 24°23'04" East, a distance of 265.29 feet;
thence South 04°59'14" East, a distance of 116.82 feet to the Skagit River and terminus of this line description.

Situate in the County of Skagit, State of Washington.

