



201501130072

Skagit County Auditor

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Upon Recording, Please Return To:
Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Marc Dubowski

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2015 /
JAN 13 2014

Amount Paid \$
Skagit Co. Treasurer
By *MB* Deputy

Document Title: Assignment of Rights
Assignor: Skagit Land Trust
Assignee: The State of Washington, through the Recreation and Conservation
Office, including any successor agencies
Abbreviated Legal Description:
A ptn of E $\frac{1}{4}$ SW $\frac{1}{4}$ & ptn of Gov Lot 7, & all of SW $\frac{1}{4}$ SE $\frac{1}{4}$, 28-35-10
E W.M.
Full legal description shown in Exhibit A.

Assessor's Parcel Nos:

P45601 / 351028-0-007-0008; P45603 / 351028-0-008-0007; P45606 / 351028-0-010-0102;
P45613 / 351028-3-005-0004; 45615 / 351028-4-001-0006

Reference No. of Related Document: Skagit County AF# 201412100075 (Conservation
Easement)

ASSIGNMENT OF RIGHTS WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the ____ day
of December 2014, by Skagit Land Trust, a Washington nonprofit corporation ("Assignor
SLT"), to and in favor of THE STATE OF WASHINGTON through the Recreation and
Conservation Office ("Assignee State"), including any successor agencies.

RECITALS

A. Assignor SLT has entered into a conservation easement ("Conservation Easement")
with Kenneth and Velma Perrigoue, husband and wife ("Owner") in Skagit County,



Washington. The name 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 is set forth in *Exhibit 2* attached hereto and incorporated herein.

B. The purpose of the Conservation Easement is described in the Conservation Easement. That purpose is also described in the Project Agreement entered into between Assignor SLT, the recipient of Recreation and Conservation Office ("RCO") funds, and the Assignee State through the RCO entitled Illabot Creek Protection and Riparian Restoration Project Number 14-1260 dated November 20 2014 and the supporting materials which are on file with the Assignee 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 SLT to assign to the Assignee 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 Assignee State. Such rights are valuable to the Assignee State in connection with ensuring protection of habitat under the terms of the Conservation Easement. The assignment of such rights to the Assignee State, however, does not in any way relieve the Assignor SLT of such duties to enforce the Conservation Easement as may be imposed on it under the Conservation Easement and the Project Agreement.

D. These recitals are incorporated herein by this reference.

Now, therefore, Assignor SLT and the Assignee 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 SLT does hereby assign, transfer, set over, convey and deliver to the Assignee State individually, and as the representative of all the people of the State, the following joint rights (collectively referred to as "joint rights") under the Conservation 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 SLT and Assignee State may independently enforce under the Conservation Easement. The grant of these joint rights does not in any way relieve the

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Assignor SLT of its duties to enforce the terms of the Conservation Easement or the Project Agreement.

a. **Access.** A right to enter the Property subject to the Conservation Easement at a reasonable time and upon prior arrangement with Assignor SLT and Owner in the manner provided for in the Conservation Easement, 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 Conservation 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 Conservation Easement, or release a portion of the Property 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. Absent approval of the Assignee State acting through the RCO or entry of an order of the Superior Court in which the Property subject to the Conservation Easement is located, the Assignor SLT shall not enter into any termination or release agreement.

e. **Stewardship and Management Plans.** A right to review any Stewardship and/or Management Plans, including 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.

To the extent the rights assigned herein overlap with the rights granted to the Assignor SLT under the Conservation Easement, the rights assigned herein shall not be construed to displace those rights. These Rights shall be held in common with Assignor SLT or Assignor SLT's successors and assigns.

2. **Assignee's Exercise of Rights.** The rights assigned to the Assignee State under this Assignment shall not exceed those granted by Owner to the Assignor SLT under the Conservation Easement. The Assignee 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 SLT hereby represents and warrants to the Assignee State that:

a. Owner, identified in *Exhibit 1* attached hereto and incorporated herein, has authorized and approved this Assignment.

b. Assignor SLT shall enforce the terms of the Conservation Easement as provided in the Conservation Easement.

c. Assignor SLT shall comply with, and the Assignee State 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 SLT nor Owner has any claims or causes of action, at law or in equity, with respect to the Conservation Easement as of the date provided above.

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

5. **Indemnity.** Assignor SLT shall defend, protect and hold harmless the Assignee State, 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 SLT and/or its employees, relating to the Conservation Easement or in any way relating to Assignor SLT's representations and warranties under this Assignment.

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 SLT may be entitled to compensation in such event. Assignor SLT shall use all such proceeds for acquisition, restoration and/or enhancement of substantially equivalent property or property interests. Assignor SLT 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 State the same or substantially equivalent rights for access to and stewardship of the replacement property as provided for in this Assignment.



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7. **Restriction on Assignment.** Assignor SLT shall not assign the Conservation Easement or the performance of any obligations to the Assignee State under the Conservation Easement, without the express written consent of the RCO'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 Conservation Easement, and shall expire upon the expiration date of the Conservation Easement (if any).

9. **Disputes.** Any disputes between Assignor SLT and the Assignee 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 SLT and the Assignee State involving this Assignment, venue shall be proper only in Thurston County. Assignor SLT by executing this Assignment acknowledges the jurisdiction of the courts of the State of Washington in this matter.

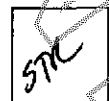
11. **Severability.** If any provision of this Assignment or any provision of any document incorporated by reference herein shall be held invalid, such invalidity shall not affect the other provisions of this Assignment which can be given effect without the invalid provision and to this end the provisions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

12. **SCHEDULE OF EXHIBITS:**

Exhibit 1 - Owner and Conservation Easement Recording Number

Exhibit 2 - Legal Description of Property Subject to Conservation Easement

REMAINDER OF PAGE IS INTENTIONALLY BLANK: SIGNATURE PAGES FOLLOW



ASSIGNOR:

The Skagit Land Trust

By: *Brenda G. Cunningham*

Brenda Cunningham, Its President

Date: 12-17-2014

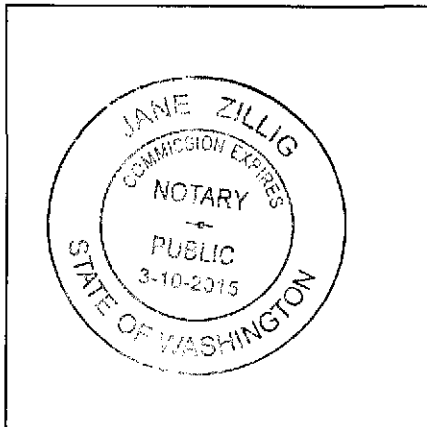
STATE OF WASHINGTON)

) ss:

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brenda Cunningham is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of the Skagit Land Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 17, 2014



(Use this space for notarial stamp/seal)

Jane Zillig

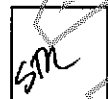
Notary Public

JANE ZILLIG

Print Name

3-10-2015

My commission expires



ASSIGNEE:

THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By Scott T. Robinson

Typed/Printed Name Scott T. Robinson

Its: Deputy Director

Date: 1/5/2015

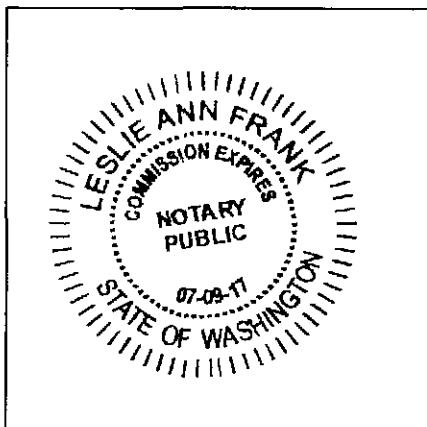
STATE OF WASHINGTON)

) ss:

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T. Robinson 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 Deputy Director of the Recreation and Conservation Office to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/5/2015



(Use this space for notarial stamp/seal)

Leslie Ann Frank

Notary Public

Leslie Ann Frank

Print Name

7-9-17

My commission expires

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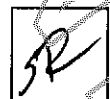


EXHIBIT 1

OWNER AND CONSERVATION EASEMENT RECORDING NUMBER

Name(s): Kenneth and Velma Perrigoue

Address: 56533 Martin Ranch Road, Rockport, WA 98283

Recording No.: Skagit County Auditor's File No. 201412100075

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EXHIBIT 2

**LEGAL DESCRIPTION FOR PROPERTY
SUBJECT TO CONSERVATION EASEMENT**

PARCEL "A":

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 10 East, W.M.

EXCEPT the West 60 feet thereof

ALSO, EXCEPT that portion conveyed to Skagit County by deed recorded February 24, 1940, under Auditor's File No. 322219.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The South 150 feet of Government Lot 7 and all of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 35 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 10 East, W.M., described as follows:

Beginning at a point on the South line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ that is South $89^{\circ}28'53''$ East 60.0 feet from the Southwest corner thereof;
thence North $0^{\circ}23'02''$ East 234.31 feet;
thence North $89^{\circ}28'53''$ West 60.0 feet to the West line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
thence North $0^{\circ}23'02''$ East, along the West line thereof, a distance of 742.70 feet to the South line of a tract conveyed to Scott Paper Company by deed recorded February 1, 1973, under Auditor's File No. 780135;
thence South $59^{\circ}03'01''$ East along said South line 1557.86 feet to the East line of said subdivision;
thence South $0^{\circ}50'53''$ West, along said East line, a distance of 187.95 feet, more or less, to the Southeast corner thereof;
thence North $89^{\circ}28'53''$ West, along the South line of said subdivision, a distance of 1269.91 feet to the point of beginning.

Situate in the County of Skagit, State of Washington

SUBJECT TO easements and restrictions of record.

