

Return Address:



201810180020

10/18/2018 09:42 AM Pages: 1 of 10 Fees: \$108.00
Skagit County Auditor

Document Title:

Assignment of Rights

Reference Number (if applicable):

201802080036

Grantor(s):

☐ additional grantor names on page ____.

1) Skagit River System Cooperative

2) _____

Grantee(s):

☐ additional grantor names on page ____.

1) The State of Washington, through the Recreation and
Conservation Office, including any successor agencies

2) _____

Abbreviated Legal Description:

☐ full legal on page(s) ____.

(20.0000 ac) 0/s #176 + 177 AF# 750990 1972 PTN SW 1/4
AKA LT2 S/P# 94-014 AF# 9408050002

17/35/05

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page ____.

P39268

Assignment of Rights Document

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

Document Title: Assignment of Rights
Assignor: Skagit River System Cooperative
Assignee: The State of Washington, through the Recreation and Conservation
Office, including any successor agencies
Abbreviated Legal Description:
(20.0000 ac) O/S#176 & 177 AF#750990 1972 PTN SW1/4 AKA LT 2 S/P#94-014 AF#9408050002
Assessor's Parcel Nos: P39268
Reference No. of Related Document: 201802080036 (Conservation Easement)

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

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the 6th day of February 2018, by the Skagit River System Cooperative, a Tribal Conservation Consortium ("Assignor SRSC"), to and in favor of THE STATE OF WASHINGTON through the Recreation and Conservation Office ("Assignee State"), including any successor agencies.

RECITALS

A. Assignor SRSC has entered into a conservation easement ("Conservation Easement") with John R Snyder, ("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 SRSC, the recipient of Recreation and Conservation Office ("RCO") funds, and the Assignee State through the RCO entitled Hansen Creek Restoration Acquisition Project Number 14-1248 dated June 23, 2015 and the supporting materials which are on file with the Assignee State in connection with the Project Agreement, which Project Agreement is

Page 26 of 33

STR

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 SRSC 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 SRSC 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 SRSC 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 SRSC 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 SRSC and Assignee State may independently enforce under the Conservation Easement. The grant of these joint rights does not in any way relieve the Assignor SRSC 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 SRSC 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

STR

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 SRSC 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 SRSC 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 SRSC or Assignor SRSC'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 SRSC 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 SRSC 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 SRSC shall enforce the terms of the Conservation Easement as provided in the Conservation Easement.

c. Assignor SRSC 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 SRSC 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 SRSC under the Conservation Easement.

5. **Indemnity.** Assignor SRSC 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 SRSC and/or its employees, relating to the Conservation Easement or in any way relating to Assignor SRSC's representations and warranties under this Assignment.

STR

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 SRSC may be entitled to compensation in such event. Assignor SRSC shall use all such proceeds for acquisition, restoration and/or enhancement of substantially equivalent property or property interests. Assignor SRSC 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.

7. **Restriction on Assignment.** Assignor SRSC 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 SRSC 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 SRSC and the Assignee State involving this Assignment, venue shall be proper only in Thurston County. Assignor SRSC 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

STR

By:

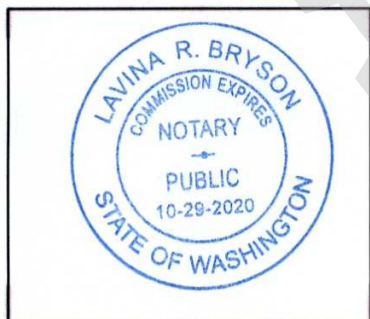
Date:

)

COUNTY OF SKAGIT

)

Dated: 10-17-2018



(Use this space for notarial stamp/seal)

Notary Public

Print Name _____

My commission expires _____

ASSIGNEE:

THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By

Typed/Printed Name Scott T. Robinson

Its:

Deputy Director

Date:

10/11/18

STATE OF WASHINGTON)

) ss:

COUNTY OF THURSTON)

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

Dated:

October 11, 2018

(Use this space for notarial stamp/seal)

Leslie Frank
Notary Public

Print Name

7-9-21

My commission expires

512

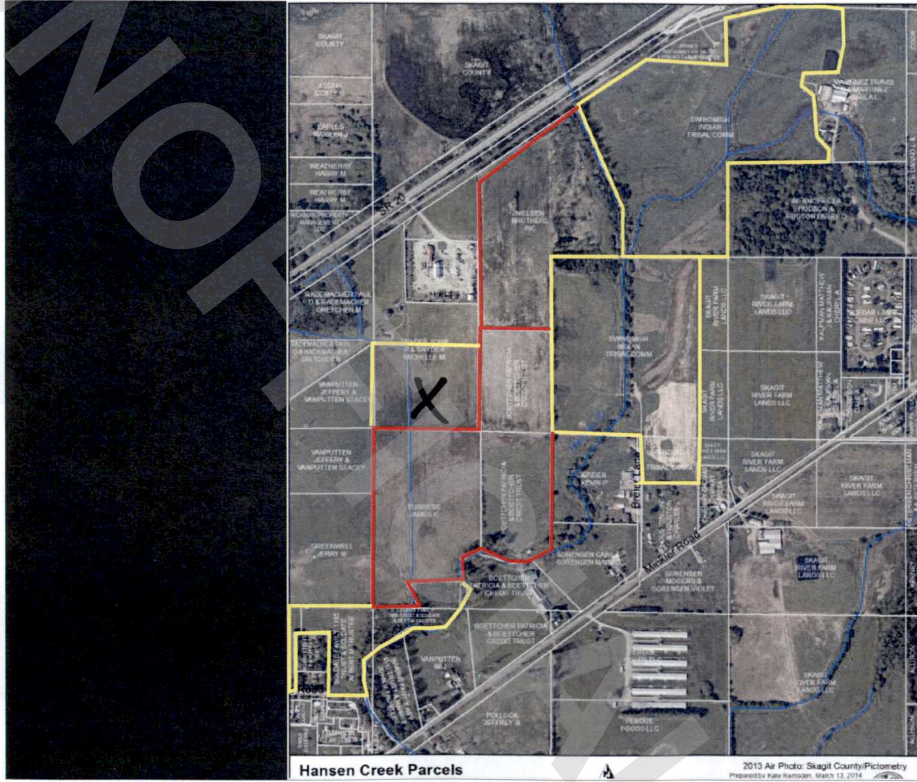
EXHIBIT 1
OWNER AND CONSERVATION EASEMENT RECORDING NUMBER

Name(s): John R. Snyder

Address: 25040 State Route 20, Sedro Woolley WA 98284

Recording No.: 201802080036

STR



SRFB Acquired

PSE Acquired

SKL

SNYDER CONSERVATION EASEMENT AREA
Legal Description For
RCO Project: Hansen Creek Restoration Acquisition - #14-1248

ALL THAT PORTION OF LOT 2, OF THAT CERTAIN SKAGIT COUNTY SHORT PLAT NO. 94-014, APPROVED 2ND DAY OF AUGUST 1994 AND RECORDED 5TH DAY OF AUGUST 1994, UNDER AUDITORS FILE NO. 199408050002 IN VOLUME 11 OF SHORT PLATS, PAGE 95 RECORDS OF SKAGIT COUNTY, WASHINGTON AND ALL BEING LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. FROM WHICH THE "SNYDER CONSERVATION EASEMENT LAND" DESCRIBED AS ALL THAT PORTION OF THE BEFORE-MENTIONED, PARENT PARCEL "A" HERE-IN-AFTER, LYING WESTERLY AND SOUTHERLY OR ON THE RIGHT SIDE OF THE LINE AS IT TRAVERSES SOUTHERLY AND EASTERLY THROUGH SAID PARENT PARCEL, THE LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2, FROM WHICH REFERENCE POINT "A" BEARS NORTH 0°12'37" WEST, A DISTANCE OF 590.42', THENCE NORTH 88°17'17" WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 789.18 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 0°18'25" WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 644.70 FEET TO THE INTERSECTION OF AN EXISTING DRAINAGE DITCH CENTERLINE, SAID POINT BEING THE **TRUE POINT OF BEGINNING OF SAID LINE**; THENCE SOUTH 75°40'50" EAST ALONG THE APPROXIMATE CENTERLINE OF SAID DITCH 248.41 FEET TO A POINT WHICH BEARS NORTH 88°17'17" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 AND ALSO BEING WITHIN THE BANKS OF A NORTH/SOUTH INTERSECTING DITCH LINE; THENCE SOUTH 88°17'17" EAST PARALLEL WITH SAID SOUTH LINE OF SAID LOT 2 549.67 FEET TO THE BEFORE-MENTIONED REFERENCE POINT "A" AND **TERMINUS OF SAID LINE**.
CONTAINING 472,496.5 SQ. FT. [10.85 ACRES]
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON