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09/29/2020 04:12 PM Pages: 1 of 9 Fees: \$111.50  
Skagit County Auditor

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 Land Trust

Assignee: The State of Washington, through the Recreation and Conservation Office,  
including any successor agencies

Legal Description: Full legal description shown in Exhibit A.

Assessor's Parcel Nos: **GL 3 13/34/09**  
P30934 (340913-0-004-0002), P99158 (340913-0-006-0100), P95739 (340913-4-001-0106), P30938  
(340913-0-005-0209), P30936 (340913-0-005-0001)

Reference No. of Related Document: Skagit County Auditor's File #:201905160085 (Conservation  
Easement)

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

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the \_\_\_\_ day of February  
2020, by the 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  
Pete Delachapelle & Claudia Maple, ("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 grant Skagit Watershed Habitat Acquisition II (a) #16-2804 dated November 7<sup>th</sup>, 2017, 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 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.



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

**ASSIGNOR:**

The Skagit Land Trust

By: Jim Glackin  
Jim Glackin, Its President

Date: 8/12/2020

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Jim Glackin is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was

SPD

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: 8-12-20



(Use this space for notarial stamp/seal)

*Jane Zillig*  
Notary Public  
JANE ZILLIG  
Print Name  
3-10-23  
My commission expires



**ASSIGNEE:**  
THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By Scott T. Robinson

Typed/Printed Name Scott T. Robinson

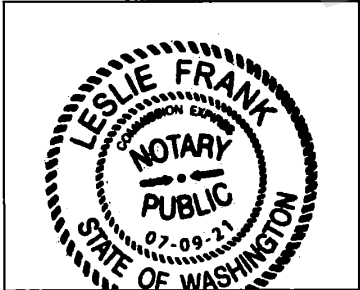
Its: Deputy Director

Date: July 8, 2020

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: July 8, 2020



(Use this space for notarial stamp/seal)

Leslie Frank  
Notary Public  
Leslie Frank  
Print Name  
7-9-21  
My commission expires

STP

**EXHIBIT 1**  
***OWNER AND CONSERVATION EASEMENT RECORDING NUMBER***

Name(s): Pete Delachapelle & Claudia Maple

Address: 53704 Concrete Sauk Valley Rd., Concrete, WA

Recording No.: 201905160085

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**EXHIBIT 2****LEGAL DESCRIPTION FOR PROPERTY  
SUBJECT TO CONSERVATION EASEMENT****LEGAL DESCRIPTION WESTERN HABITAT CONSERVATION ZONE  
(SURVEY AREA B)**

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 13, TOWNSHIP 34 NORTH, RANGE 9 EAST, W.M.; THENCE S01°17'29"W ALONG THE WEST LINE THEREOF TO NORTH LINE OF THE SAUK VALLEY ROAD NO. XCII AS CONVEYED TO SKAGIT COUNTY BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 332817 AND 589713; THENCE EASTERLY ALONG THE NORTH LINE OF SAUK VALLEY ROAD. NO. XCII A DISTANCE OF 515' TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A 5/8" REBAR/PLASTIC CAP MARKED "LS 26303" , THENCE N01°17'29"E, 150' MORE OR LESS TO THE SOUTHWESTERLY LINE OF THE SAUK RIVER; THENCE SOUTHEASTERLY ALONG THE SAUK RIVER TO THE NORTHEAST CORNER OF THE EASTERN PORTION OF LOT 1, SHORT PLAT 91-21, (RECORDED UNDER AUDITOR'S FILE NO. 9106130031); THENCE S39°42'26"E, 59.87' ALONG EAST BOUNDARY OF LOT 1; THENCE CONTINUING ALONG SAID EAST BOUNDARY, S40°36'53"E, 169.74'; THENCE S35°38'47"E, 19.39 FEET TO THE SOUTHEAST CORNER OF LOT 1, SAID CORNER BEING A 5/8" REBAR/PLASTIC CAP, MARKED "LS 26303"; THENCE N86°13'45"W ALONG THE SOUTH LINE OF LOT 1, 191.03' TO A 1/2" REBAR MARKED "SKA SURV 17651" WHICH LIES ON THE EAST LINE OF THE CONCRETE SAUK VALLEY ROAD, THENCE FOLLOWING SAID EAST LINE NORTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5759.58' AND AN ARC LENGTH OF 260.99'; THENCE CONTINUING N41° 54'55"W, 1134.24' TO THE PC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1175.92' AND AN ARC LENGTH OF 614.85' TO THE POINT OF BEGINNING; SAID POINT BEING S86°36'39"E, 507.38' AND S01°17'29"W, 209.30' FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 3.

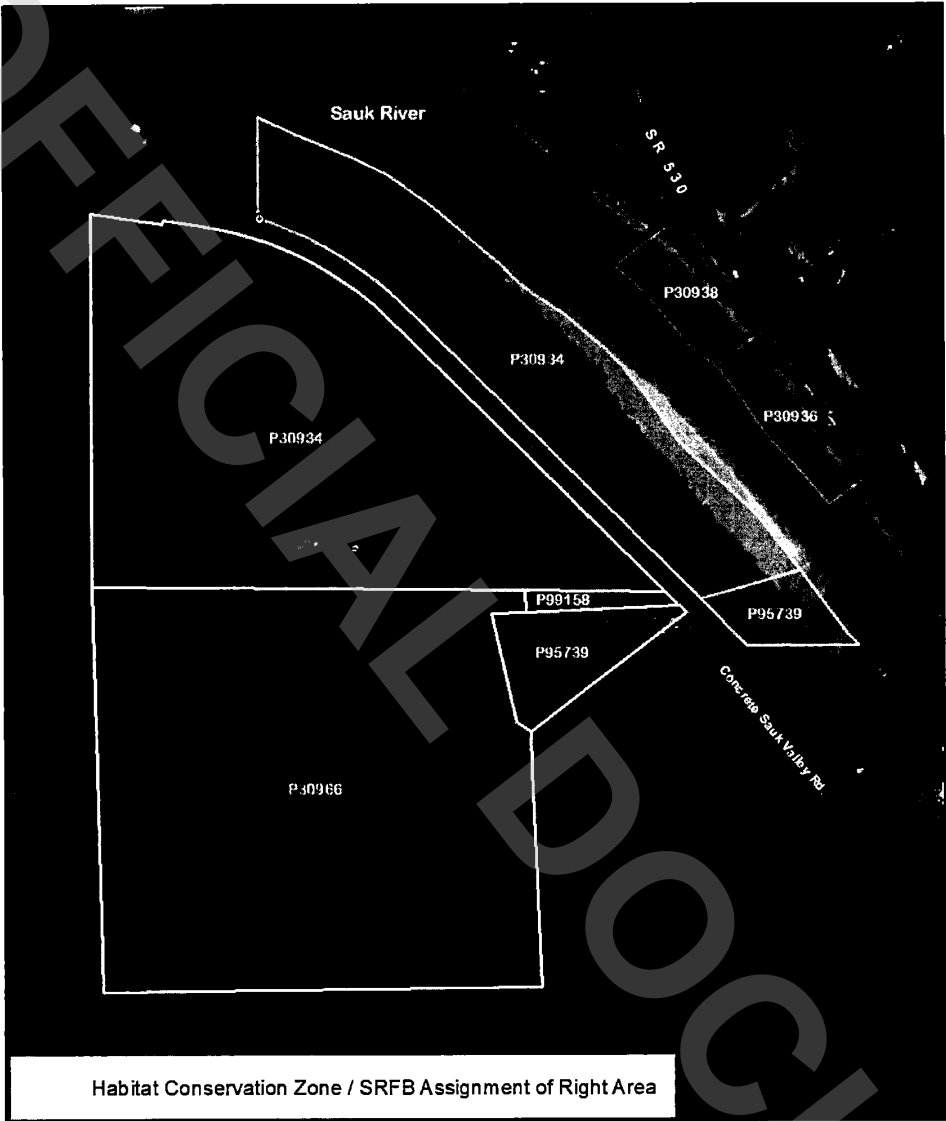
**LEGAL DESCRIPTION OF THE EASTERN HABITAT CONSERVATION ZONE  
(SURVEY AREA C)**

LOTS 3 AND 4 OF SHORT PLAT 48-74 RECORDED UNDER AUDITOR'S FILE NO. 806909 BEING A PORTION OF GOVERNMENT LOT 4, SECTION 13, TOWNSHIP 34 NORTH, RANGE 9 EAST, W.M., LYING WESTERLY OF THE COUNTY HIGHWAY.

SUBJECT TO and together with easements and restrictions of record.



**SRFB ASSIGNMENT OF RIGHT MAP**  
Note: SRFB Assignment of Right will apply only to  
Habitat Conservation Zone as shown below.



Habitat Conservation Zone / SRFB Assignment of Right Area



Imagery NAIP 2015

Boundary lines as shown are approximate –  
refer to survey and legal description for higher accuracy

