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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: *30/36/11*
P51904 (361130-4-001-0604)
Reference No. of Related Document: Skagit County Auditor's File #:201912200112 (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 Deborah J. DeWolfe and Kate A. Stewart, ("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 #18-2617C Skagit Watershed Habitat Acquisition II (b) dated January 28th, 2019 and 16-2804 Middle Skagit Watershed Habitat Acquisition dated, November 7th, 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

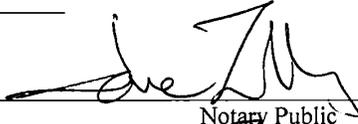


authorized to execute the instrument and acknowledged it as the President of the Skagit Land Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8-12-20



(Use this space for notarial stamp/seal)



Notary Public
JANE ZILLIG

Print Name
3-10-23

My commission expires



EXHIBIT 1
OWNER AND CONSERVATION EASEMENT RECORDING NUMBER

Name(s): Deborah J. DeWolfe and Kate A. Stewart

Address: 4750 Diobsud Creek Rd, Marblemount, WA

Recording No.: 201912200112



EXHIBIT 2***LEGAL DESCRIPTION FOR PROPERTY
SUBJECT TO CONSERVATION EASEMENT***

Legal Description of Habitat Conservation Zone

ALL OF TRACT 3 OF SURVEY AF#8002190006 RECORDED IN VOLUME 3, PAGE 12 & 13 OF SURVEYS, SECTION 30, OF TOWNSHIP 36 NORTH, RANGE 11 EAST, W.M.; EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE FOUND REBAR/CAP (LS 8992) AT THE NORTHEAST CORNER TRACT 3 OF SURVEY AF#8002190006 RECORDED IN VOL. 3. PAGES 12-13 OF SURVEYS, SECTION 30, OF TRACT 3, 562.98'; THENCE S26-00-00E, 285.69' TO A 5/8" REBAR/CAP, LS#26303 AND THE TRUE POINT OF BEGINNING; THENCE S88-11-12E, 133.62' TO A 5/8" REBAR/CAP LS#26303; THENCE S57-53-04E, 134.05' TO A 5/8" REBAR/CAP, LS#26303; THENCE S01-32-52W, 57.96' TO A 5/8" REBAR/CAP, LS#26303; THENCE S28-39-21W, 156.41' TO A 5/8" REBAR/CAP, LS26303; THENCE N60-16-39W, 192.18' TO A 5/8" REBAR/CAP, LS26303; THENCE N29-21-02W, 130.11' TO A 5/8" REBAR/CAP, LS26303; THENCE N44-08-37E, 36.37' TO THE TRUE POINT OF BEGINNING.

Legal Description of Building Zone

COMMENCING AT THE FOUND REBAR/CAP (LS 8992) AT THE NORTHEAST CORNER TRACT 3 OF SURVEY AF#8002190006 RECORDED IN VOL. 3. PAGES 12-13 OF SURVEYS, SECTION 30, OF TRACT 3, 562.98'; THENCE S26-00-00E, 285.69' TO A 5/8" REBAR/CAP, LS#26303 AND THE TRUE POINT OF BEGINNING; THENCE S88-11-12E, 133.62' TO A 5/8" REBAR/CAP LS#26303; THENCE S57-53-04E, 134.05' TO A 5/8" REBAR/CAP, LS#26303; THENCE S01-32-52W, 57.96' TO A 5/8" REBAR/CAP, LS#26303; THENCE S28-39-21W, 156.41' TO A 5/8" REBAR/CAP, LS26303; THENCE N60-16-39W, 192.18' TO A 5/8" REBAR/CAP, LS26303; THENCE N29-21-02W, 130.11' TO A 5/8" REBAR/CAP, LS26303; THENCE N44-08-37E, 36.37' TO THE TRUE POINT OF BEGINNING.

