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01/09/2025 02:14 PM Pages: 1 of 13 Fees: \$315.50
Skagit County Auditor

Upon Recording, Please Return To:

Washington State Department of Ecology
PO Box 47600
Olympia, WA 98504-0917
Attn: Heather Kapust

Document Title: Assignment of Rights

Reference No. of Related Document: AF#202411260023

Assignor: Skagit Land Trust

Assignee: The State of Washington, through the Washington State Department of Ecology

Abbreviated Legal Description: PTN GLs 1, 2, 3 and 10 of Sec.32, Twp. 36 n., R. 3 E., WM. (More particularly described in Exhibit "2" (Legal Description) and as depicted in Exhibit "3" (Property Map))

Assessor's Parcel Nos: PTN P48507/360332-0-010-0005; P48499/360332-0-003-0004; PTN P48497/360332-0-001-0006

ASSIGNMENT OF RIGHTS

WASHINGTON STATE DEPARTMENT OF ECOLOGY

Davis King

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the 8 day of January, 2025 by **Skagit Land Trust**, a Washington nonprofit corporation ("Assignor"), to and in favor of THE STATE OF WASHINGTON, through the **Washington State Department of Ecology** ("Assignee" or ECOLOGY"), including any successor agencies.

RECITALS

A. Assignor has entered into a Deed of Conservation Easement ("Easement") with a certain property owner ("Owner"), **Jan G. Davis and Randolph A. King**, wife and husband. The name and address of the Owner and the recording number of the Easement are set forth in Exhibit 1 attached hereto and incorporated herein. The legal description of the Property subject to the Easement is set forth in Exhibit 2 attached hereto and incorporated herein.

- B. The purpose of the Easement includes permanent protection of approximately 128 acres and 7,400 feet of tidally influenced, diked shoreline, with saltwater wetlands and tidelands located waterward of the dike and upland agricultural fields and residential area landward of the dike on the Edison Slough estuary and on Samish Bay, near the town of Edison in Skagit County, Washington, as further described in the Easement (the "Project"). That purpose is also described in the Project Agreement entered into between the Skagit Land Trust, subrecipient of U.S. Fish and Wildlife Service (the Service) funds through ECOLOGY Grant Agreement No. SEANCWCP-SkagLT-2023-00050 (and supporting materials which are on file with ECOLOGY) (the "Grant"). The Service awarded the Grant to ECOLOGY from the National Coastal Wetlands Conservation Program, CFDA #15.614 established under the Coastal Wetlands Planning, Protection, and Restoration Act (16 U.S.C. 3951-3956) under Grant No. F23AP00645, titled "Samish Bay Coastal Protection", which has an effective date of January 1, 2023. The Easement was acquired for \$380,000.00 using \$380,000.00 or 100% of purchase price from the National Coastal Wetlands Conservation Program Grant. The Project Agreement is incorporated herein by this reference. The Office of Conservation Investment is the administrative subdivision of the Service that administers the Grant to ECOLOGY. Pursuant to the Easement and by accepting this Grant, Assignor committed to preserve and protect in perpetuity the Conservation Values of the Property (as further described in the Easement) for the benefit of this generation and the generations to come. Additionally, Assignor and Owner stated they intend the Easement to confine the use of, or activity on, the approximately 20 acres waterward of the dike (the "Habitat Conservation Zone" as further described in the Easement) to such uses and activities that are consistent with the permanent protection and restoration of the coastal shoreline habitat and the agricultural and habitat area of approximately 104.5 acres landward of the dike (the "Agricultural and Habitat Conservation Zone" as further described in the Easement) to such uses and activities that are consistent with the permanent protection of this zone as an agricultural and/or habitat area. As such, activities that are inconsistent or interfere with these authorized purposes within the Habitat Conservation Zone and Agricultural and Habitat Conservation Zone are prohibited and will not be tolerated.
- C. Assignor is responsible for implementing the Project. The Easement was acquired for the purpose of protecting rare saltmarsh, extensive marine shoreline, and foraging habitat for a multitude of bird species, as well as the potential future opportunity to restore estuarine wetlands associated with a river. The Project benefits larger conservation efforts in Samish Bay by preserving open space and eliminating development. Assignor hereby acknowledges that the Easement was acquired for this purpose and agrees to monitor and enforce the Easement in perpetuity for the conservation of said lands and waters and the hydrology and natural heritage resources dependent thereon, consistent with the terms of the Easement, the Grant and applicable regulations.
- D. Owner has authorized Assignor to assign to the Assignee certain rights for access to and stewardship of the Property allowed by the Easement. As a necessary condition to receipt of grant funding under the Project Agreement and the policies of the National Coastal Wetlands Conservation Grant Program administered by ECOLOGY, a recorded legal instrument is required to ensure that the land will be managed in perpetuity in a manner consistent with the goals and objectives of the Easement and Project Agreement and the rights assigned to the Assignee under this Assignment accomplish that purpose. Such rights are valuable to the Assignee in connection with ensuring protection of coastal shoreline habitat under the terms of the Easement. The assignment of such rights to the Assignee, however, does not in any way relieve the Assignor, Skagit Land Trust, of such duties to enforce the Easement as may be imposed on it under the Easement and the Project Agreement.
- E. These recitals are incorporated herein by this reference.

Now, therefore, Assignor and Assignee agree as follows:

AGREEMENT

1. **Assignment.** For and in consideration of monies coming in whole or in part from the United States Fish and Wildlife Service National Coastal Wetlands Conservation Grant Program administered by ECOLOGY and in fulfillment of terms of the Project Agreement identified herein, Assignor does hereby assign, transfer, set over, convey and deliver to the Assignee individually, and as the representative of all the people of the State, the following joint rights under the Easement attached hereto as Exhibit 1 and incorporated herein by this reference and as described in Exhibit 2 attached hereto (collectively referred to as "joint rights"). The term "joint right" means a right that both the Assignor and Assignee may independently enforce under the Easement. The grant of these joint rights does not in any way relieve the Assignor of its duties and obligations to enforce the terms of the Easement and Project Agreement.

A. **Access.** A right to enter the Property subject to the 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. **Enforcement.** A right to enforce the terms and conditions of the Easement and to seek injunctive relief, including restoration, and/or damages for any breach thereof, in the manner and to the extent authorized by the Easement.

C. **Amendments.** A right to review and approve any proposed amendments to the Easement at least 30 days prior to such an amendment. Review and approval by Assignee will be for compliance with the terms of the Project Agreement.

D. **Transfer of Easement Interest.** A right to review and approve any transfer or conveyance of the Easement interest at least 30 days prior to such a transfer. Assignor must obtain written approval from the Service, obtained by using ECOLOGY as a pass through entity, for conveyance of the Easement. In the event the Easement is no longer necessary for the purposes of the Grant, Ecology will request disposition instructions from the Service in accordance with 2 C.F.R. § 200.311(c).

E. **Termination and Replacement.** A right to review and approve any proposed agreements to terminate or extinguish the Easement or any rights thereunder, or release a portion of the Property from the terms of the Easement, before expiration of the term of the Easement for the reason that circumstances have rendered the conservation purpose of the Easement impractical to achieve or impossible to accomplish. Absent approval of the Assignee acting through ECOLOGY or entry of an order of the Superior Court in which the Property subject to the Easement is located, the Assignor shall not enter into any termination or release agreement. If the Easement is extinguished in whole or in part under the circumstances identified in the Easement and the procedures described in this paragraph, Assignor may be entitled to compensation under one or more of the applicable program documents. Assignor hereby agrees to follow the procedures of ECOLOGY regarding replacement property, as applicable. For any replacement property, Assignor agrees to assign the same or substantially equivalent rights for access to and stewardship of the replacement property as provided for in this Assignment. In the event that the Easement is extinguished, ECOLOGY will request disposition instructions from the U.S. Fish and Wildlife Service in accordance with 2 C.F.R. 200.311(c) to determine required follow up actions under the federal grant program.

F. Notification of Activities that May Have Adverse Impacts on Conservation Values.

Assignor has certain rights under the Easement to review and approve certain Owner activities on the Property. Assignor shall notify and ensure adequate time for Ecology to review and approve any proposed activities that Assignor determines may have an adverse impact on the Conservation Values of the Property. This includes activities like construction, maintenance or replacement of any public access amenity, construction, maintenance or replacement of additional tide gates, subdivision for permanent conservation ownership, and changes in wetlands areas or watercourses in the Agricultural and Habitat and Habitat Conservation Zones on the Property.

G. Stewardship and Management Plans. A right to review any Stewardship and/or Management Plans, including restoration plans, as defined in the Easement. Review by Assignee 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 under the Easement, the rights assigned herein shall not be construed to displace those rights. These rights shall be held in common with Assignor or Assignor's successors and assigns.

2. **Assignee's Exercise of Rights.** Assignee hereby represents and warrants that its exercise of rights under this Assignment will be consistent with the conservation purpose defined in the Easement and the Project Agreement. Assignee also acknowledges that this Assignment does not expand, or amend in any way, the rights provided to Assignor under the Easement.
3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants to the Assignee 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 Easement as provided in the Easement.
 - C. Assignor shall comply with, and the Assignee shall not be responsible for determining compliance with, all applicable federal, state, and local laws, regulations, and policies in its administration of the Easement or the undertaking of any of its rights under the Easement.
 - D. Neither Assignor nor Owner has any claims or causes of action, at law or in equity, with respect to the Easement as of the date provided above.
4. **Obligations.** It is expressly understood and agreed that, by the acceptance of this Assignment, the Assignee has not assumed, and shall not become obligated to keep, fulfill, observe, perform or discharge, any duty or obligation of Assignor under the Easement.
5. **Indemnity.** Assignor shall defend, protect and hold harmless the Assignee, 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 and/or its employees, relating to the Easement or in any way relating to Assignor's representations and warranties under this Assignment.
6. **Restriction on Assignment.** Assignor shall not assign the Easement or the performance of any obligations owed to the Assignee under the Easement, without the express written consent of ECOLOGY, which shall not unreasonably be withheld.

7. **Assignment Term.** The term of this Assignment shall be the same as the term of the Easement, and shall expire upon the expiration date of the Easement (if any).
8. **Disputes.** Any disputes between Assignor and the Assignee under this Assignment shall be governed by the terms of the Project Agreement and incorporated documents.
9. **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 Assignee 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.
10. **Compliance with Federal Regulations and Reporting Requirements.** There shall be no discrimination during the useful life of the Project. Skagit Land Trust shall comply with all applicable federal regulations and reporting requirements, including but not limited to, 2 C.F.R. 200, 2 C.F.R. 1402, 43 C.F.R. § 17.204(c)(2), and 50 C.F.R. 84.
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 I-Owner and Easement Recording Number

Exhibit 2-Legal Description of Property Subject to Easement

Exhibit 3 -Map of Property Subject to Easement

REMAINDER OF PAGE IS INTENTIONALLY BLANK:

ASSIGNEE:

THE STATE OF WASHINGTON, through The Department of Ecology

By: *Joenne McGerr*
Typed/Printed Name: Joenne McGerr

Its: Program Manager, Shorelands and Environmental Assistance Program

Date: 12/17/2024

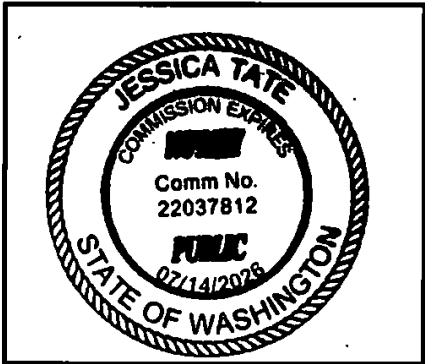
STATE OF WASHINGTON)

) ss:

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Joenne McGerr is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as the Program Manager of Shorelands and Environmental Assistance Program to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/17/2024



(use this space for notarial stamp/seal)

J. Tate
Jessica Tate Notary Public
7/14/2026 Print Name
My commission expires

ASSIGNOR:

SKAGIT LAND TRUST,
a Washington nonprofit corporation

By: Kathy Thornburgh

Printed Name: Kathy Thornburgh

Its: KT

Date: Jan 8, 2025

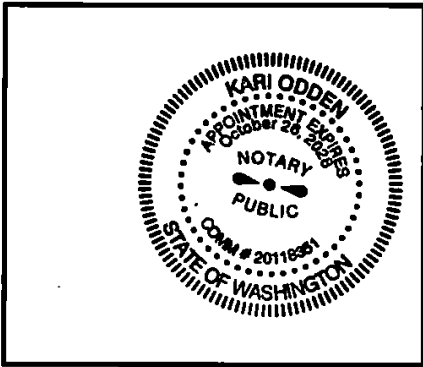
STATE OF WASHINGTON)

) ss:

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Kathy Thornburgh is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was authorized to execute the instrument and acknowledged it as the 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: _____



(use this space for notarial stamp/seal)

Kari Odden

Notary Public

Kari Odden

Print Name

10/26/2028

My commission expires

Exhibit 1-Owner and Easement Recording Number

Owner: Jan G. Davis and Randolph A. King, wife and husband

Address: 5544 Smith Road, Bow, WA 98232

Easement Recording No.: AF#202411260023

Document Title: GRANT DEED OF CONSERVATION EASEMENT

**Exhibit 2-Legal Description of Property Subject to Easement
(Portions of Skagit County Assessor's Parcel Numbers P-48497, P-48499 and P-48507)**

That portion of land over, under and across portions of Section 32, Township 36 North, Range 3 East, W.M., lying landward and waterward (if any) of the following described line:

BEGINNING at the East 1/4 corner of Section 32, (Northeast corner of Government Lot 10, and Southeast corner Government Lot 1), Township 36 North, Range 3 East, W.M.;

thence North 1°11'15" East, along the East line of Government Lot 1 of said Section 32, for a distance of 1,314.17 feet to the shoreward toe of an existing private dike;

thence along the shoreward toe of said dike along the following courses:

thence South 89°58'34" West for a distance of 47.51 feet;

thence South 75°34'44" West for a distance of 84.52 feet;

thence South 76°22'50" West for a distance of 144.19 feet;

thence South 86°49'06" West for a distance of 123.25 feet;

thence South 83°23'17" West for a distance of 53.64 feet

thence South 52°03'34" West for a distance of 154.40 feet

thence South 60°36'44" West for a distance of 162.40 feet;

thence South 57°11'26" West for a distance of 37.91 feet;

thence South 84°18'16" West for a distance of 150.47 feet;

thence North 81°18'40" West for a distance of 23.19 feet;

thence North 59°20'25" West for a distance of 157.04 feet;

thence North 75°06'37" West for a distance of 51.41 feet;

thence North 86°03'03" West for a distance of 197.19 feet;

thence South 72°49'28" West for a distance of 199.44 feet;

thence South 73°46'28" West for a distance of 175.70 feet;

thence South 77°19'44" West for a distance of 98.37 feet;

thence South 62°45'10" West for a distance of 81.82 feet;

thence South 47°59'58" West for a distance of 41.72 feet;

thence South 38°45'42" West for a distance of 47.37 feet;

thence South 9°54'43" West for a distance of 46.32 feet;

thence South 4°57'43" East for a distance of 232.49 feet;

thence South 7°29'20" West for a distance of 45.49 feet;

thence South 32°16'37" West for a distance of 32.32 feet;

thence South 45°12'29" West for a distance of 124.65 feet;

thence South 31°02'09" West for a distance of 56.73 feet;

thence South 1°04'49" East for a distance of 62.76 feet;

thence South 7°09'23" West for a distance of 87.31 feet;

thence South 34°12'13" West for a distance of 76.37 feet;

thence South 29°28'34" West for a distance of 53.88 feet;

thence South 20°49'57" West for a distance of 97.17 feet;

thence South 16°35'36" West for a distance of 57.95 feet;

thence South 24°02'28" East for a distance of 47.06 feet;

thence South 30°14'48" East for a distance of 113.71 feet;

thence South 22°37'44" East for a distance of 50.41 feet;

thence South 16°25'58" East for a distance of 153.46 feet;

thence South 19°07'02" East for a distance of 98.33 feet;

thence South 1°59'30" East for a distance of 71.73 feet;

thence South 18°16'03" East for a distance of 63.90 feet;

thence South 25°02'37" East for a distance of 16.26 feet;

thence South 35°15'03" West for a distance of 18.76 feet;

thence South 64°32'29" West for a distance of 32.48 feet;

thence South 53°25'54" West for a distance of 11.34 feet;
thence South 2°57'52" West for a distance of 13.43 feet;
thence South 24°58'35" East for a distance of 21.60 feet;
thence South 36°48'01" East for a distance of 24.12 feet;
thence South 78°33'59" East for a distance of 22.93 feet;
thence North 55°42'35" East for a distance of 17.82 feet;
thence North 53°15'48" East for a distance of 21.30 feet;
thence North 57°38'26" East for a distance of 24.02 feet;
thence South 76°37'12" East for a distance of 61.94 feet;
thence South 53°12'34" East for a distance of 133.52 feet;
thence South 39°03'06" East for a distance of 41.81 feet;
thence South 21°52'44" East for a distance of 89.41 feet;
thence South 33°02'55" East for a distance of 59.52 feet;
thence South 37°58'28" East for a distance of 42.67 feet;
thence South 22°01'47" East for a distance of 74.06 feet;
thence South 6°19'15" East for a distance of 37.42 feet;
thence South 1°52'06" West for a distance of 51.05 feet;
thence South 15°30'14" East for a distance of 107.20 feet;
thence South 27°50'36" East for a distance of 132.98 feet;
thence South 25°26'00" East for a distance of 57.71 feet;
thence South 36°48'42" East for a distance of 87.04 feet;
thence South 43°35'51" East for a distance of 151.36 feet;
thence South 48°00'10" East for a distance of 111.10 feet;
thence South 53°54'59" East for a distance of 87.62 feet;
thence South 67°09'04" East for a distance of 190.50 feet;
thence South 79°51'25" East for a distance of 39.16 feet;
thence North 78°57'14" East for a distance of 78.70 feet;
thence North 59°08'44" East for a distance of 87.66 feet;
thence North 56°09'37" East for a distance of 70.60 feet;
thence North 77°22'37" East for a distance of 25.34 feet;
thence North 85°17'58" East for a distance of 50.43 feet;
thence South 60°46'35" East for a distance of 36.97 feet;
thence South 49°42'15" East for a distance of 63.03 feet;
thence South 69°16'10" East for a distance of 69.34 feet;
thence North 73°07'26" East for a distance of 52.70 feet;
thence North 69°15'28" East for a distance of 54.85 feet;
thence North 64°43'50" East for a distance of 44.80 feet;
thence North 62°38'07" East for a distance of 55.89 feet;
thence North 40°01'50" East for a distance of 99.29 feet;
thence North 28°05'03" East for a distance of 51.00 feet;
thence North 13°49'35" East for a distance of 66.25 feet;
thence North 0°34'08" West for a distance of 40.30 feet;
thence North 16°07'19" West for a distance of 62.21 feet;
thence North 9°06'43" East for a distance of 139.48 feet;
thence North 5°45'03" East for a distance of 79.90 feet;
thence North 4°54'34" East for a distance of 93.25 feet;
thence North 9°59'37" East for a distance of 153.15 feet
thence North 6°55'21" East for a distance of 88.40 feet;
thence North 2°49'27" West for a distance of 62.45 feet;
thence North 1°39'06" West for a distance of 55.18 feet;
thence North 9°48'19" East for a distance of 91.79 feet;
thence North 23°04'52" East for a distance of 80.27 feet;

thence North 29°47'58" East for a distance of 62.37 feet;
thence North 33°11'46" East for a distance of 45.41 feet;
thence North 46°58'23" East for a distance of 23.62 feet, more or less, to a point on the shoreward toe of said dike on the East line of the Southeast 1/4 of Section 32, at a point bearing South 01°37'17" West from the POINT OF BEGINNING;
thence North 1°37'17" East for a distance of 389.86 feet, more or less, to the POINT OF BEGINNING;

EXCEPT the following described tract:

BEGINNING at the East 1/4 corner of Section 32, (Northeast corner of Government Lot 10, and Southeast corner Government Lot 1), Township 36 North, Range 3 East, W.M.;
thence North 1°11'15" East, along the East line of Government Lot 1 of said Section 32, for a distance of 1,314.17 feet to the shoreward toe of an existing private dike;
thence South 89°58'34" West, along the toe of said dike for a distance of 25.01 feet, more or less, to a point lying 25.00 feet Westerly (as measured perpendicular to the East line of Government Lot 1);
thence South 1°11'15" West, parallel to the East line of Government Lot 1 for a distance of 1,728.15 feet, more or less, to the shoreward toe of an existing dike on the West side of Edison slough;
thence along the shoreward toe of said dike the following courses:
thence North 33°11'46" East for a distance of 9.66 feet;
thence North 46°58'23" East for a distance of 23.62 feet, more or less, to a point on the East line of the Southeast 1/4 of Section 32, at a point bearing South 01°37'17" West from the POINT OF BEGINNING;
thence North 01°37'17" East for a distance of 389.86 feet to the POINT OF BEGINNING.

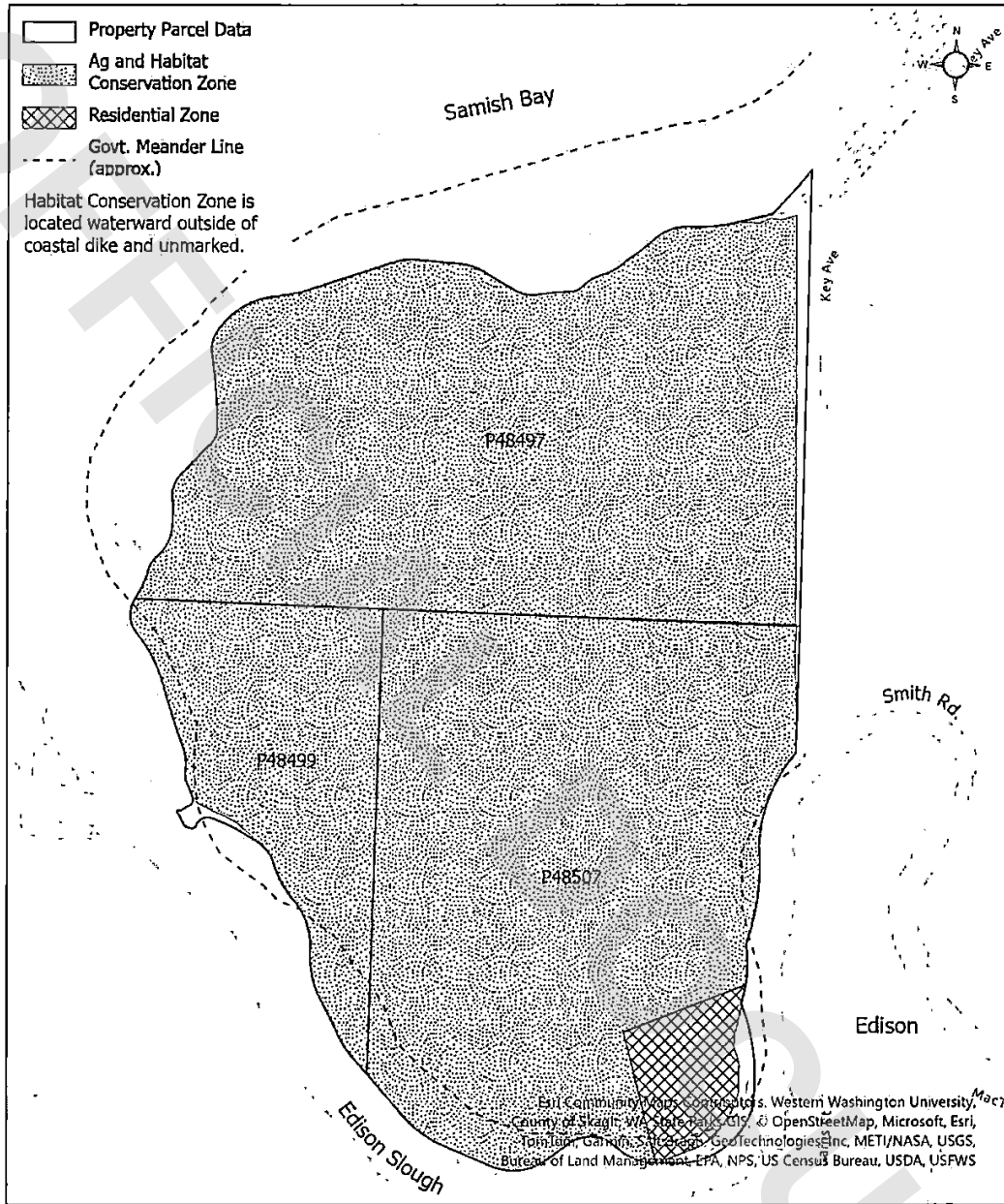
EXCEPT any portion of Dike District No. 4 ownership (if any).

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.

Note: The above description is intended to describe the area of Protected Property under the Grant Deed of Conservation Easement. No determination of actual ownership limits was made for this area.

Exhibit 3 - Map of Property Subject to Easement



Map 2024.06

Datasets: Skagit County Parcel Data; ESRI base map; Survey data. Care was used during the compilation of this map to ensure accuracy; however, Skagit Land Trust cannot accept responsibility for errors or omissions.

0 250 500 1,000 Feet