

When Recorded, Return to:

THE NATURE CONSERVANCY
1917 First Avenue
Seattle, WA 98101
ATTN: Regional Attorney

ASSIGNMENT AND ACCEPTANCE OF CONSERVATION EASEMENT

Grantors:	<u>THE NATURE CONSERVANCY</u>
Grantee:	<u>ISLAND COUNTY</u>
Legal Description: (abbreviated)	<u>Gov't Lot 1, Sec. 5, Twp. 31 N, R 3 E, W.M., Except W 40 Acres, together with 2nd Class Tidelands</u>
Additional on:	<u>EXHIBIT A</u>
Assessor's Property Tax Parcel / Account No.	<u>R33105-086-1670</u>
Reference Nos.:	<u>4322295</u>

This Assignment and Acceptance of Conservation Easement ("Assignment") is entered into effective February 28, 2013, (the "Effective Date") by and between The Nature Conservancy, a District of Columbia nonprofit corporation (the "Assignor"), and Island County, a political subdivision of the State of Washington ("Assignee").

WHEREAS, the Assignor holds a Conservation Easement granted by Edward Lawrence Stay and Amy L. Stay over certain real property in Island County, Washington, as legally described in Exhibit A attached (the "Property"). The Conservation Easement is dated August 28, 2012, and was recorded in the Island County Records under Auditor's File No. 4322295 (the "Conservation Easement");

WHEREAS, the Assignee is a political subdivision of the State of Washington that is interested in furthering the preservation of Island County's natural resources and in providing public access to the tidelands of Port Susan Bay; and Assignee accomplishes this mission in part by acquiring and holding property interests such as conservation easements;

WHEREAS, the Assignor wishes to assign its rights and obligations as grantee under the terms of the Conservation Easement to Assignee, and Assignee wishes to accept the assignment thereof and agrees to carry out the conservation purposes that the Conservation Easement is intended to advance;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in exchange for the undertakings of Assignee herein, the Assignor and Assignee hereby agree as follows:

1. Except as provided in Section 6 of the Conservation Easement, the Assignor hereby assigns to Assignee all right, title and interest of the Assignor in and under the Conservation Easement. Assignee assumes and agrees to uphold the conservation purpose of the Conservation Easement and to fully and faithfully perform all of the obligations of the Assignor under the Conservation Easement.
2. Assignee represents and warrants to the Assignor as follows:
 - a. Assignee is a “qualified organization” as that term is defined in Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time; and Assignee has authority to hold, monitor and enforce the conservation easement pursuant to RCW 64.04.130.
 - b. The execution of this Assignment and the performance by Assignee of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the Assignee.
3. The Assignor represents and warrants to the Assignee as follows:
 - a. The Assignor is a “qualified organization” as that term is defined in Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time; and the Assignor is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder.
 - b. The Assignor has authority to hold, monitor and enforce the conservation easement pursuant to RCW 64.04.130.
 - c. The execution of this Assignment and the performance by the Assignor of the various terms and conditions hereof, including, without limitation, the execution of all agreements, notices and other documents hereunder, have been duly authorized by the requisite corporate authority of the Assignor, and will not violate the Articles of Incorporation or By-Laws of the Assignor.
4. The Assignee agrees to carry out the conservation purposes which the Conservation Easement was originally intended to advance, and shall manage, monitor, document, and enforce compliance with the terms and conditions of the Conservation Easement.
5. The Assignee hereby releases the Assignor from any and all obligations and liability as grantee under the terms of the Conservation Easement; and Assignee holds the Assignor

harmless from any action, cause of action, loss, cost, claim, or expense, including, without limitation, attorneys' fees, arising out of or relating to the Conservation Easement and accruing from and after the Effective Date, except to the extent that such action, cause of action, loss, cost, claim, or expense is a result of any act or omission by the Assignor.

6. Assignee shall provide copies of all monitoring reports for the Conservation Easement to the Assignor electronically or to the address listed below by December 1st of each year. The monitoring reports will contain, at a minimum, the date the Property was visited, the present condition of the Property, and whether the Property is in compliance with the terms of the Conservation Easement. Monitoring shall be performed at least once every year.
7. The Assignor will provide Assignee with the Easement Documentation Report, dated August 27, 2012, which the Assignor represents to be and the Assignee acknowledges to be an accurate representation of the condition of the Property as of the time of this assignment.
8. Any breach of this Assignment by either party may result in irreparable damage to the other party for which it will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, each party acknowledges and agrees that the other may immediately seek enforcement of this Assignment by means of specific performance or injunction, without any requirement to post a bond or other security.
9. Any written notice called for in this Assignment will be delivered: (a) in person; (b) by certified mail, return receipt requested, postage prepaid; or (c) by a reputable overnight courier that guarantees next-day delivery and provides a delivery receipt. Notices will be addressed as follows:

To the ASSIGNOR:
The Nature Conservancy
1917 First Avenue
Seattle, WA 98101

To the ASSIGNEE:
Island County
Attn: Bill Oakes, Public Works Director
Island County Annex Building
1 NE 6th Street
P.O. Box 5000
Coupeville, WA 98239

Either party may, from time to time, by written notice to the other, designate a different address that shall be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Acceptance of Conservation Easement effective as of the Effective Date.

Assignor: The Nature Conservancy

By: Michael S. Stevens

Print: Michael S. Stevens

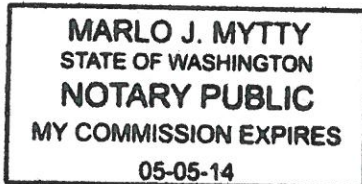
Its: WASHINGTON STATE DIRECTOR

STATE OF WASHINGTON
COUNTY OF KING

} ss.

On this day personally appeared before me, Michael S. Stevens, known to me to be the Washington State Director of The Nature Conservancy, the District of Columbia nonprofit corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such nonprofit corporation for the uses and purposes therein mentioned, and on oath stated that she/he was duly authorized to execute such instrument on behalf of such nonprofit corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14th day of FEBRUARY, 2013.



Marlo J. Mytty
Printed Name: MARLO J MYTTY
NOTARY PUBLIC in and for the State of Washington,
residing at SEATTLE.
My Commission Expires 5-5-14

Assignee: ISLAND COUNTY

By 
Helen Price Johnson

Its: Chair, Board of County Commissioners
Island County, Washington

Attest by: 
Elaine Marlow, Clerk of the Board

Dated this 11 day of FEBRUARY, 2013.



EXHIBIT A

Legal Description of Property

All that certain real estate situated in Island County, Washington, more particularly described as follows:

Government Lot 1, Section 5, Township 31 North, Range 3 East, W.M.; EXCEPT the West 40 acres thereof, (Tax Parcel No. R33105-086-1670);

TOGETHER WITH Second Class tidelands, as conveyed by the State of Washington located in front of, adjacent to and abutting thereon and lying between the meander line and a line parallel with and 600 feet Easterly of said meander line, the North boundary of this tidelands tract being the projection Easterly of the North line of said Government Lot 1 and the south line of said tract being the projection of the Easterly South line of said Government Lot 1.