

San Juan County, WA
F. Milene Henley, Auditor
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2015-0107006

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Recorded at the request of:

FIRST AMERICAN TITLE

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
P.O. Box 40917
Olympia, WA 98504-0917
Attn: Mike Ramsey

Document Title:	Assignment of Rights
Assignor:	The San Juan Preservation Trust
Assignee:	The State of Washington, through The Recreation and Conservation Office, including any successor agencies
Abbreviated Legal Description:	Prtn of Gov. Lot 5, Sec. 11, T37N R3W W.M.
Assessor's Parcel Numbers:	371112001; 371112002
Ref. No. of Related Document:	2014-1226013 (Conservation Easement)

EXHIBIT "E"**Assignment of Rights – Washington State Recreation and Conservation Office****ASSIGNMENT OF RIGHTS
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE**

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the ~~December~~ ^{January} 5th 2014, by The San Juan Preservation Trust, a Washington nonprofit corporation ("Assignor SJPT"), to and in favor of THE STATE OF WASHINGTON through the Recreation and Conservation Office ("Assignee State"), including any successor agencies.

RECITALS

A. Assignor SJPT has entered into a conservation easement ("Conservation Easement") with Christopher Terrigal Burn ("Owner") in San Juan 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 SJPT, the recipient of Recreation and Conservation Office ("RCO") funds, and the Assignee State through the RCO entitled Fishery Pt. Neighborhood Shoreline CE Acquisition Project Number 14-1933A dated December 24, 2014 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 of habitat, as defined in the Conservation Easement.

C. Owner has authorized Assignor SJPT 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 SJPT 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 SJPT 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 SJPT 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 SJPT and Assignee State may independently enforce under the Conservation Easement. The grant of these joint rights does not in any way relieve the Assignor SJPT 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 SJPT 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 SJPT shall not enter into any termination or release agreement.

e. **Stewardship and Management Plans.** A right to review any Stewardship and/or Management 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 SJPT 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 SJPT or Assignor SJPT'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 SJPT 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 SJPT 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 SJPT shall enforce the terms of the Conservation Easement as provided in the Conservation Easement.

c. Assignor SJPT 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 SJPT 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 SJPT under the Conservation Easement.

5. **Indemnity.** Assignor SJPT 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 SJPT and/or its employees, relating to the Conservation Easement or in any way relating to Assignor SJPT'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 SJPT may be entitled to compensation

in such event. Assignor SJPT shall use all such proceeds for acquisition, restoration and/or enhancement of substantially equivalent property or property interests. Assignor SJPT 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 SJPT 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 SJPT 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 SJPT and the Assignee State involving this Assignment, venue shall be proper only in Thurston County. Assignor SJPT 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

ASSIGNOR:

The San Juan Preservation Trust

By: _____



Tim Seifert, Its Executive Director

Date: _____

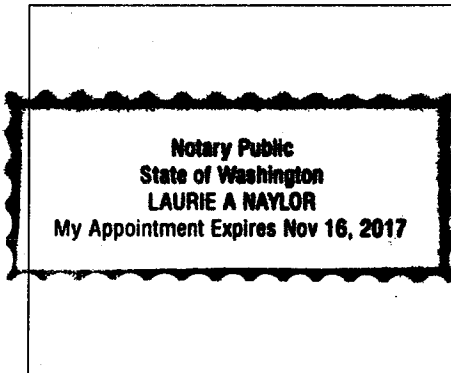
January 5, 2015

STATE OF WASHINGTON)

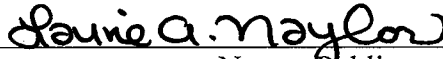
) ss:

COUNTY OF SAN JUAN)

I certify that I know or have satisfactory evidence that Tim Seifert is 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 Executive Director of The San Juan Preservation Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: JANUARY 5, 2015

(Use this space for notarial stamp/seal)



Notary Public

LAURIE A NAYLOR

Print Name

NOVEMBER 16, 2017

My commission expires

ASSIGNEE:

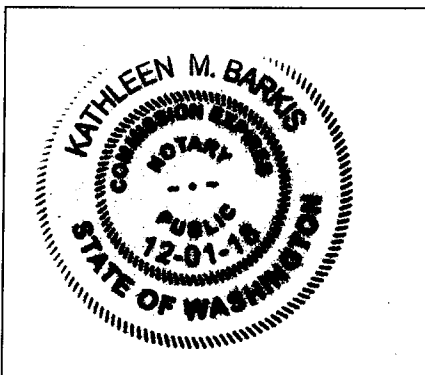
THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By Scott T. Robinson
Typed/Printed Name Scott T. Robinson
Its: Deputy Director
Date: 12/24/14

STATE OF WASHINGTON)
) ss:
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott Robinson is 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: 12/24/14



(Use this space for notarial stamp/seal)

Kathleen M. Banks

Notary Public

Kathleen M. Barkis

Print Name _____

12-1-18

My commission expires

EXHIBIT 1

OWNER AND CONSERVATION EASEMENT RECORDING NUMBER

Name(s): Christopher Terrigal Burn

Address: 190 Lucero Way Portola Valley, CA 94028-7428

Recording No.: 2014-1226013

EXHIBIT 2

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

Parcel "A" 371112001000

The East 500 feet of Government Lot 5, Section 11, Township 37 North, Range 3 West
W.M.

EXCEPT the South 40 feet therefrom

EXCEPT any portion lying or situate within County Road No. 140

Situate in San Juan County, Washington

Parcel "B" 371112002000

The West 300 feet of the East 800 feet (as measured on the South line) of Government Lot
5, Section 11, Township 37 North, Range 3 West, W.M.

Situate in San Juan County, Washington

SUBJECT TO easements and restrictions of record.