



Upon Recording, Please Return To:
Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Kim Sellers

Document Title: Assignment of Rights

Reference No. of Related Document: Conservation Easement, recorded #2014002276

Assignor: Columbia Land Trust

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

Abbreviated Legal Description: Portions of Sections 4, 5, 6, 8, 9, 15, 16, 17 & 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington.

Assessor's Parcel Nos: 070600000140000, 070600000180000, 07060000040000

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

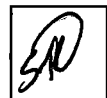
(Mt St Helens Pine Creek – Pine Creek Conservation Easement)

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the 7th day of June, 2021, by the Columbia Land Trust, a Washington non-profit corporation ("Assignor Land Trust"), to and in favor of THE STATE OF WASHINGTON through the Recreation and Conservation Office ("Assignee State"), including any successor agencies.

RECITALS

A. Assignor has entered into a Conservation Easement ("Easement") with [a] certain property owner[s] (collectively "Owner") in Skamania County, Washington. The name[s] and address[es] 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 is described in the Easement. That purpose is also described in the Project Agreement entered into between the recipient of RCO funds ("Land Trust") and the Assignee through the RCO entitled Mt. St. Helens Pine Creek Project Number 12-1558 dated July 1, 2013 and the supporting materials which are on file with the Assignee 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 Easement.

C. Owner has authorized Assignor to assign to the Assignee certain rights for access to and stewardship of the property covered by the Easement. Assignment of such rights is a necessary condition to receipt of grant funding under the Project Agreement and the policies of the Recreation and Conservation Funding Board administered by the Assignee. Such rights are valuable to the Assignee in connection with ensuring protection of habitat under the terms of the Easement. The assignment of such rights to the Assignee State, however, does not in any way relieve the Assignor Land Trust of such duties to enforce the Easement as may be imposed on it under the Easement and the Project Agreement.

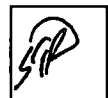
D. These recitals are incorporated herein by this reference.

Now, therefore, Assignor and the Assignee agree as follows:

AGREEMENT

1. **Assignment.** For and in consideration of monies coming in whole or in part from the Washington Wildlife and Recreation Program's Riparian Protection Account 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 (collectively referred to as "joint rights") under the 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 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 to enforce the terms of the Easement or the Project Agreement.

a. **Access.** A right to enter the Easement area as defined in the Conservation 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.

c. **Amendments.** A right to review and approve any proposed amendments to the 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 Easement, 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. Absent approval of the Assignee acting through the RCO 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.

e. **Stewardship and Management Plans.** A right to review any Stewardship and/or Management Plans, as defined in the 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 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.

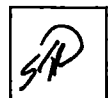
2. **Assignee's Exercise of Rights.** The Assignee hereby represents and warrants that its exercise of rights under this Assignment will be consistent with the conservation purpose defined in the Easement and the Project Agreement.

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. **Replacement Property.** The Easement may be extinguished in whole or in part before expiration of its term (if any) under certain circumstances identified in the Easement. Assignor may be entitled to compensation in such event. Assignor shall use all such proceeds for acquisition, restoration and/or enhancement of substantially equivalent property or property interests. Assignor 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 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 shall not assign the Easement or the performance of any obligations to the Assignee under the 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 Easement, and shall expire upon the expiration date of the Easement (if any).

9. **Disputes.** Any disputes between Assignor and the Assignee 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 and the 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.

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.



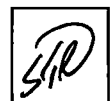
12. **SCHEDULE OF EXHIBITS:**

Exhibit 1 - Owner and Easement Recording Number

Exhibit 2 - Legal Description of Property Subject to Easement

Exhibit 3 – Map of Easement

REMAINDER OF PAGE IS INTENTIONALLY BLANK: SIGNATURE PAGES FOLLOW



ASSIGNOR:

COLUMBIA LAND TRUST

By

Typed/Printed Name Stephen F. Cook

Its:

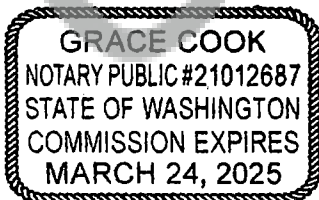
Date: June 7, 2021

STATE OF WASHINGTON)

COUNTY OF Clark) ss:

I certify that I know or have satisfactory evidence that Stephen Cooⁿ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the General Counsel of Columbia 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)

Notary Public

Print Name

My commission expires _____

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ASSIGNEE:

THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By: *Scott T. Robinson*

Typed/Printed Name: Scott T. Robinson

Title: Deputy Director

Date: 5/3/2021

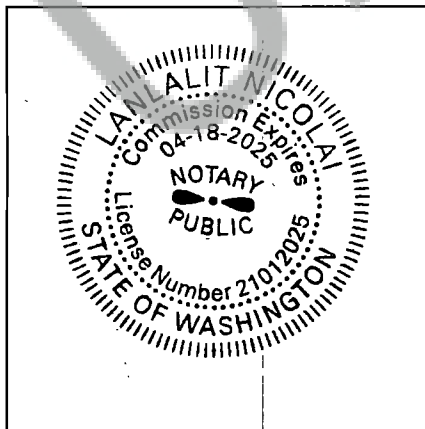
STATE OF WASHINGTON)

) ss:

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Deputy Director of Recreation and Conservation Office to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 05/03/2021



(Use this space for notarial stamp/seal)

Lanlalit Nicolai

Notary Public

Lanlalit Nicolai

Print Name

07/18/2025

My commission expires



EXHIBIT 1
OWNER AND EASEMENT RECORDING NUMBER

Fee Landowner Name: Pope Resources, a Delaware limited partnership

Address:

c/o Olympic Property Group

19950 7th Avenue N.E.

Poulsbo, WA 98370

Attn: President

(360) 697-6626

Recording No.: AFN #2014002276 Recorded on 12/22/2014, Skamania County

Mt. St. Helens Pine Creek, Project Number 12-1558 dated July 1, 2013



EXHIBIT 2 – Legal Description of Property Subject to Easement

(Mt St Helens Pine Creek – Pine Creek Conservation Easement)

EXHIBIT A

LEGAL DESCRIPTION AND GENERAL DEPICTION OF THE PROPERTY

A tract of land located in Skamania County, Washington, being a portion of the land described in the "Third Revised Division Map of Swift North" recorded under Auditor's file number 2014 002266, and in the Statutory Warranty Deed recorded under Auditor's file number 2014 002269, Records of Skamania County, Washington, more particularly described as follows:

BLOCK "A" (ALSO KNOWN AS PARCEL 3)

The North half of Section 6, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots A-1 through 16 per said "Third Revised Division Map of Swift North";

BLOCK "B" (ALSO KNOWN AS PARCEL 2)

The Southeast quarter, a portion of the Northeast quarter south and west of Pine Creek and a portion of the Northwest quarter south and west of Pine Creek, in Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots B-1, 2, 5, 8 through 14, 17, 18, 21, 22, 25, 26, 29 and 30 per said "Third Revised Division Map of Swift North";

BLOCK "C" (ALSO KNOWN AS PARCEL 1)

That portion of the West half of the West half the Southwest quarter and the West half of the West half of the Southwest quarter of the Northwest quarter, all west of Pine Creek, of Section 4, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lot C-19 per said "Third Revised Division Map of Swift North";

BLOCK "F" (ALSO KNOWN AS PARCEL 4)

The Northeast quarter and the East half of the East half of the Southeast quarter of Section 8, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots F-2 through 5, 7, 8, 11, 12, 20 and 28 per said "Third Revised Division Map of Swift North";

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BLOCK "G" (ALSO KNOWN AS PARCEL 5)

The Southwest quarter, a portion of the Northeast quarter south and west of Pine Creek, a portion of the Southeast quarter south and west of Pine Creek and a portion of the Northwest quarter south and west of Pine Creek, of Section 9, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots G-1, 8, 11, 14, 15, 17, 18 and 21 through 26 per said "Third Revised Division Map of Swift North";

BLOCK "K" (ALSO KNOWN AS PARCEL 8)

A portion of the Northeast quarter, a portion of the Southeast quarter and a portion of the Southwest quarter of Section 17, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots K- 8, 12, 17, 18, 20, 21, 23, 24, 25, 27, 28 and 29 per said "Third Revised Division Map of Swift North";

BLOCK "L" (ALSO KNOWN AS PARCEL 7)

The Southeast quarter, the Southwest quarter, the Northwest quarter and a portion of the Northeast west of Pine Creek, of Section 16, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots L-1 through 3 and 5 through 30 per said "Third Revised Division Map of Swift North";

BLOCK "M" (ALSO KNOWN AS PARCEL 6)

A portion of the Southeast quarter, a portion of the Southwest quarter and a portion of the Northwest quarter, all south of Pine Creek, of Section 15, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots M-16 and 18 through 29 per said "Third Revised Division Map of Swift North".

BLOCK "T" (ALSO KNOWN AS PARCEL 9)

The West half, the West half of the Southeast quarter, and Government Lots 1 and 2 of Section 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, Also described as Lots T-1 through 20 per said "Third Revised Division Map of Swift North" excepting the Lewis River.

EXCEPT THE FEE RIPARIAN AREA as shown on said "Third Revised Division Map of Swift North," which area is legally described as follows:

Beginning at the Northwest corner of Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington;

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Thence South 88°55'49" East, along the north line of said Section 5, for a distance of 2085.87 feet to the TRUE POINT OF BEGINNING;

Thence South 88°55'49" East, along said north line, for a distance of 399.64 feet to the thread of Pine Creek;

Thence southeasterly along the thread of Pine Creek, said thread being the southwesterly boundary of the lots conveyed to Columbia Land Trust by deed recorded under Auditor's file number 2013000998, Records of Skamania County, Washington, to a point on the East line of said Section 15;

Thence South 00°51'28" West along said East line, for a distance of 493.81 feet;

Thence leaving said East line, North 50°43'59" West, for a distance of 183.04 feet;

Thence North 43°32'17" West, for a distance of 524.07 feet;

Thence North 57°54'34" West, for a distance of 285.15 feet;

Thence North 88°36'49" West, for a distance of 295.31 feet;

Thence South 84°52'41" West, for a distance of 310.89 feet;

Thence South 86°54'11" West, for a distance of 612.80 feet;

Thence South 86°18'05" West, for a distance of 663.75 feet;

Thence North 74°53'22" West, for a distance of 409.65 feet;

Thence South 87°53'59" West, for a distance of 162.46 feet;

Thence North 88°00'19" West, for a distance of 337.55 feet;

Thence North 77°47'50" West, for a distance of 890.51 feet;

Thence South 87°25'04" West, for a distance of 455.90 feet;

Thence North 71°13'37" West, for a distance of 436.30 feet;

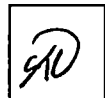
Thence North 46°29'36" West, for a distance of 514.62 feet;

Thence North 07°36'21" West, for a distance of 1179.16 feet;

Thence North 28°22'01" West, for a distance of 538.33 feet;

Thence North 07°36'23" West, for a distance of 669.12 feet;

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Thence North 08°24'36" West, for a distance of 552.20 feet;

Thence North 36°03'42" West, for a distance of 508.01 feet;

Thence North 09°05'52" East, for a distance of 483.24 feet;

Thence North 58°12'26" West, for a distance of 650.26 feet;

Thence North 36°41'55" West, for a distance of 1960.17 feet;

Thence North 69°39'46" West, for a distance of 221.68 feet;

Thence North 49°57'16" West, for a distance of 163.52 feet;

Thence North 58°46'43" West, for a distance of 498.22 feet;

Thence North 53°50'44" West, for a distance of 535.22 feet;

Thence North 21°15'19" West, for a distance of 1521.66 feet;

Thence along the arc of a 1454.28 foot radius curve to the right, for an arc distance of 1131.22 feet, through a central angle of 44°34'05", the radius of which bears North 68°44'41" East, the long chord of which bears North 01°01'44" East, for a chord distance of 1102.92 feet;

Thence North 23°04'46" East, for a distance of 148.57 feet;

Thence North 68°13'03" East, for a distance of 369.17 feet;

Thence North 23°38'54" West, for a distance of 1081.14 feet;

Thence North 21°35'02" East, for a distance of 240.07 feet;

Thence North 02°08'10" East, for a distance of 579.23 feet;

Thence along the arc of a 168.55 foot radius curve to the left, for an arc distance of 293.73 feet, through a central angle of 99°50'52", the radius of which bears North 85°45'25" West, the long chord of which bears North 45°40'51" West, for a chord distance of 257.95 feet;

Thence South 84°23'43" West, for a distance of 523.46 feet;

Thence North 73°49'57" West, for a distance of 438.38 feet;

Thence North 55°18'25" West, for a distance of 183.80 feet;

Thence North 42°11'04" West, for a distance of 175.00 feet;

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Thence North 46°30'21" West, for a distance of 199.93 feet;

Thence North 39°32'29" West, for a distance of 249.29 feet;

Thence North 86°35'36" West, for a distance of 627.53 feet;

Thence North 62°53'20" West, for a distance of 999.80 feet;

Thence along the arc of a 1168.31 foot radius curve to the right, for an arc distance of 1033.14 feet, through a central angle of 50°40'00", the radius of which bears North 40°00'08" East, the long chord of which bears North 24°39'52" West, for a chord distance of 999.80 feet;

Thence North 15°02'50" West, for a distance of 150.87 feet to the TRUE POINT OF BEGINNING.

(See attached page for general depiction of the Property.)



EXHIBIT 3 – MAP OF EASEMENT
(Mt St Helens Pine Creek – Pine Creek Conservation Easement)

