



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 Conservation Easement Recorded #2013001001
Related Document:

Assignor: Washington State Department of Natural Resources

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

Abbreviated Legal Portions of Sections 4, 5, 9, 10, 11, 14, 15 and 16, Township 7 North,
Description: Range 6 East, Willamette Meridian, Skamania County, Washington.
 (More particularly described in Exhibit "2" (Legal Description) and as
 depicted in Exhibit "3" (Property Map)),

Assessor's Parcel Nos: 07060000200000

ASSIGNMENT OF RIGHTS
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

Mt. St. Helens Forest—Pine Creek East Property

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the 19th day of October, 2021, by the Washington State Department of Natural Resources ("Assignor"), to and in favor of THE STATE OF WASHINGTON through the Recreation and Conservation Office ("Assignee"), including any successor agencies.



RECITALS

A. Assignor is the grantee under a Conservation Easement ("Easement") from Columbia Land Trust, a Washington nonprofit corporation ("Owner") in Skamania County, Washington. 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 is described in the Easement. That purpose is also described in the Grant Agreement entered into between the Owner and the Assignor funded under the 2010 Cooperative Endangered Species Conservation Fund's Habitat Conservation Plan pursuant to Application for Federal Assistance Number F10AP00462 and Section 6 of the Endangered Species Act. That purpose includes protection of the Pine Creek riparian habitat and the forested upland under the State of Washington's Habitat Conservation Plan and other species identified in the Grant, as defined in the Easement or Lease.

C. The Easement is being used as match for a Project Agreement entered into between the Owner and the Assignee through the Assignee-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.

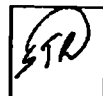
D. Owner has authorized Assignor to assign to the Assignee certain rights for access to and stewardship of the property covered by the Easement. Assignment of such rights is a necessary condition to receipt of grant funding from Assignee to Owner under the Project Agreement and the policies of the Recreation 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, however, does not in any way relieve the Assignor of such duties to enforce the Conservation Easement as may be imposed on it under the Conservation Easement and the Grant Agreement.

E. 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 Recreation and Conservation Funding Board 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 Conservation Easement. The grant of these joint rights does not in any way relieve the Assignor of its duties to enforce the terms of the Conservation Agreement or the Grant 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 Grant 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 Easement. Review and approval by RCO's Director will be for compliance with the terms of the Grant 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.

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 Grant 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 Grant 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.

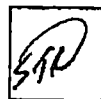
12. **SCHEDULE OF EXHIBITS:**

Exhibit 1 - Owner and Easement Recording Number

Exhibit 2- Legal Description of Property Subject to Easement

Exhibit 3 - Map of Property Subject to Easement

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ASSIGNOR:

Washington State Department of Natural Resources

By Kathryn W. Taylor
Typed/Printed Name Kathryn W. Taylor
Its: Chief Operating Officer
Date: 10/19/2021

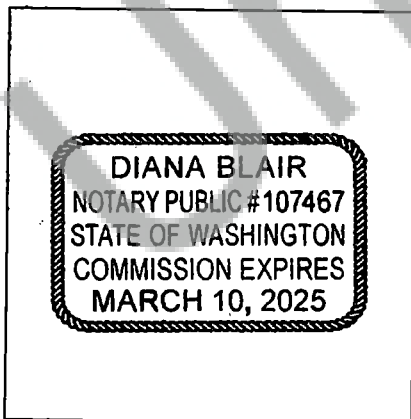
STATE OF WASHINGTON)

) ss:

COUNTY OF Thurston)

I certify that I know or have satisfactory evidence that Kathryn W. Taylor 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 acknowledge it as the Chief Operating Officer for the Dept. of Natural Resources and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-19-2021



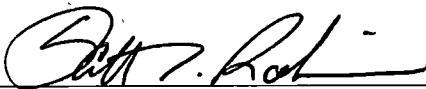
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Diana Blair
Notary Public
Diana Blair
Print Name
03-10-2025
My commission expires



ASSIGNEE:

THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By 

Typed/Printed Name: Scott T. Robinson

Its: Deputy Director

Date: 5/3/2021

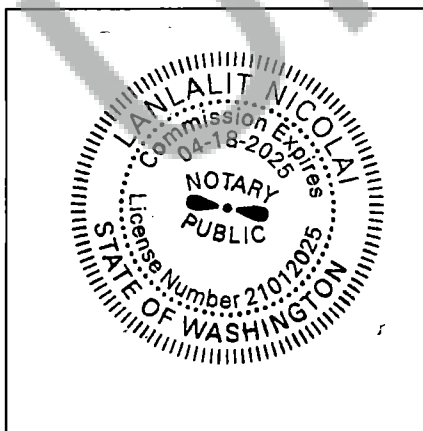
STATE OF WASHINGTON)

) 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 they were authorized to execute the instrument and acknowledge it as the Deputy Director for the Recreation and Conservation Office and 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

04/18/2025

My commission expires



EXHIBIT 1
OWNER AND CONSERVATION EASEMENT RECORDING NUMBER

Name: Columbia Land Trust
Address: 850 Officers' Row, Vancouver, WA 98661
Recording No.: Recorded under Auditor's File No. 2013001001, Records of
Skamania County, Washington Recorded
Document Conservation Easement Mt. St. Helens Forest—Pine Creek
Title: F10AP00462 (E-49-HL-I)

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EXHIBIT 2
LEGAL DESCRIPTION OF PROPERTY SUBJECT TO EASEMENT

Real property in the County of Skamania, State of Washington, described as follows:

A tract of land located in a portion of Sections 4, 5, 9, 10, 11, 14, 15 and 16, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, being a portion of the land described in the "Second Revised Division Map of Swift North", according to the plat thereof, recorded in Auditor's file number 2013000822, Records of Skamania County, Washington, and in deed recorded in Auditor's file number 2013000915 and correction deed recorded in Auditor's file number 2013000990, more particularly described as follows:

BLOCK "B"

That portion of Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. North and East of Pine Creek. Also described as Lots B-3, 4 and 7 per said "Second Revised Division Map of Swift North".

BLOCK "C"

The Northeast quarter, the Southeast quarter, that portion of the Southwest quarter East of Pine Creek and that portion of the Northwest quarter East of Pine Creek, of Section 4, Township 7 North, Range 6 East, Willamette Meridian, Skamania County Washington. Also described as Lots C-1 through 11, 13 through 18, and 20 through 28 per said "Second Revised Division Map of Swift North";

BLOCK "G"

That portion of Section 9, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington North and East of Pine Creek Also described as Lots G-2 through 7, 9 10, 13, 16 and 20 per said "Second Revised Division Map of Swift North."

BLOCK "H"

Section 10, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots H-1 through 32 per said "Second Revised Division Map of Swift North."

BLOCK "I"

The West half of Section 11, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots I-1 through 16 per said "Second Revised Division Map of Swift North."

BLOCK "M"

The Northeast quarter, that portion of the North half of the Southeast quarter, North of Pine Creek, that portion of the North half of the Northeast quarter of the Southwest quarter, North of Pine Creek, and that portion of the Northwest quarter, North of Pine Creek, of Section 15, and that portion of East half of the Northeast quarter, East of Pine Creek, of Section 16, both in Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots M-1 through 15 per said "Second Revised Division Map of Swift North."

BLOCK "N"

The North half of the Northeast quarter of Section 14, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots N-1 through 4 per said "Second Revised Division Map of Swift North."



EXHIBIT 3
MAP OF PROPERTY SUBJECT TO EASEMENT

