

Skamania County, WA  
Total: \$25.00  
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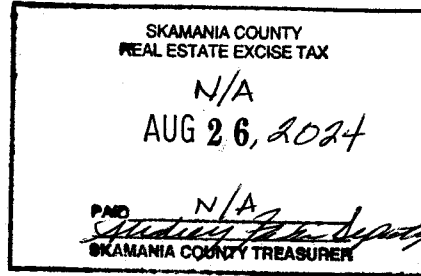
Request of: CLARK COUNTY TITLE



00019280202400011960080086

**After Recording Mail To:**

Washington Department of Fish and Wildlife  
Real Estate Services  
600 Capitol Way North  
Olympia, WA 98501-1091  
Attn: Thom Woodruff



Document Title: Assignment Agreement  
Grantor: The Nature Conservancy  
Grantee: The State of Washington, The Department of Fish and Wildlife  
Abbreviated Legal Description: N1/2NW1/4 Sec. 29, and Portion Sec. 30, All T7N, R5E W.M.  
(Additional legals at Exhibits A and B, pages 5 & 6)  
Assessor's Parcel Nos: 07052900020000, 07053000010100 and 07053000010000  
County: Skamania

*Im 8/26/24*

**ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT** (the "Agreement") is made this 30<sup>th</sup> day of July, 2024 by and between THE NATURE CONSERVANCY, A DISTRICT OF COLUMBIA NON-PROFIT CORPORATION, whose address is 74 Wall Street, Seattle, Washington 98121 ("Assignor") and THE STATE OF WASHINGTON, by and through THE DEPARTMENT OF FISH AND WILDLIFE, the address of which is 600 Capitol Way North, Olympia, Washington 98501 ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor is the owner of real property located in Skamania County, Washington, which is described more particularly in **Exhibit A** attached hereto ("Benefitted Property"); and

WHEREAS, Chilton, Inc., a Washington corporation, ("Chilton") is the owner of certain real property located in Skamania County, Washington, which is described more particularly in **Exhibit B** attached hereto ("Burdened Property"); and

WHEREAS, Chilton conveyed a permanent, nonexclusive Access Easement, over and across the Burdened Property, to The Nature Conservancy, in an agreement dated March 11, 2024 (Skamania County recorded document #2024-000672), allowing for certain ingress and egress rights to the Benefitted Property ("Access Easement"), depicted for illustrative purposes on **Exhibit C**; and

WHEREAS, Assignor intends to grant, under authority of RCW 64.04.130, a conservation easement on the Benefitted Property to the Assignee for purposes of identifying, protecting, preserving and enhancing priority habitats and associated wildlife species on the TNC Property, including, without limitation, roosting and breeding habitat for the Townsend's big-eared bat (*Corynorhinus townsendii*), which is a keystone species listed as a Washington state candidate and federally endangered species ("Conservation Easement"); and

WHEREAS, Assignor and Assignee desire that Assignor transfer its rights and obligations described in the Access Easement and Assignee desires to assume the same.

NOW, THEREFORE, FOR AND IN CONSIDERATION of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, agree as follows:

1) Assignment. Assignor hereby assigns, transfers, and sets over to Assignee, without warranty, Assignor's right, title, and interest in, to and under the Assignor's access rights, as described in the Access Easement.

2) Assumption. Assignee assumes all rights and agrees to perform all duties and obligations of the Assignor under the Agreements arising or accruing from and after the date hereof.

3) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

4) Indemnification. Assignee hereby indemnifies and holds harmless Assignor from and against any and all claims, causes of action or damages (including attorney's fees, expenses of litigation and costs of appeal), if any, arising out of Assignee's assumption of Assignor's rights and obligations pursuant to the Easements which arise after the date hereof. Assignor hereby indemnifies and holds harmless Assignee from and against any and all claims, causes of action or damages (including attorney's fees, expenses of litigation and costs of appeal), if any, arising out of liabilities incurred or Assignor's failure to perform any condition or covenant of the Access Easement.

5) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together constitute one and the same agreement. Signatures transmitted via facsimile or in PDF format by electronic mail shall be binding upon the parties hereto with the same force and effect as original signatures.

6) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters described herein and may not be modified in any way without the express written consent of both parties.

7) Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Washington

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement the day and year first above written.

[Signature pages follow]

**ASSIGNOR:**

The Nature Conservancy, a District of  
Columbia nonprofit corporation

By: Melinda Milner

Name: Melinda Milner

Title: Deputy State Director

STATE OF Washington

COUNTY OF King

On this day of 7/30, 2024, before me personally appeared  
Melinda Milner to me known to be the Deputy State Director of  
The Nature Conservancy that executed the within and foregoing instrument and acknowledged  
said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein  
mentioned, and on oath stated that s/he was authorized to execute said instrument and that the seal affixed is the  
corporate seal of said corporation.

In witness whereof, I have hereunder set my hand and affixed my official seal the day and year first above  
written.



Isaac Hansen  
Print Name: Isaac Hansen  
NOTARY PUBLIC in and for the State of  
Washington, residing at  
Seattle, Washington  
My appointment expires 09/01/2027

**ASSIGNEE:**

The State of Washington, by and through The  
Department of Fish and Wildlife

By: Cynthia Wickerson

Name: Cynthia Wickerson

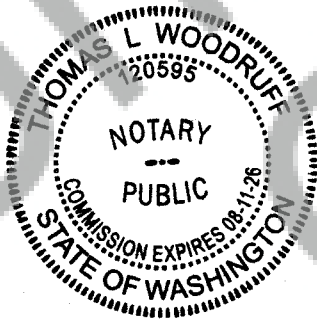
Title: Lands Division Manager

STATE OF WASHINGTON

COUNTY OF Thurston  
14th

On this day of August, 2024, before me personally appeared Cynthia Wickerson to me known to be the Lands Division Manager of WA Dept of Fish & Wildlife that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof, I have hereunder set my hand and affixed my official seal the day and year first above written.



Thomas L. Woodruff  
Print Name: Thomas L. Woodruff  
NOTARY PUBLIC in and for the State of  
Washington, residing at  
TUMWATER  
My appointment expires 8/11/2026

EXHIBIT A  
BENEFITTED PROPERTY LEGAL DESCRIPTION

All that certain real property, situated in the County of Skamania, State of Washington, more particularly described as follows:

That portion of the South half of the Northeast quarter and that portion of the Southeast quarter of the Northwest quarter, all in Section 30, Township 7 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, lying South of the North line of that certain right of way granted to Pacific Power and Light Company by instrument recorded in Book 48, Page 503.

EXCEPT BEGINNING at the Northeast corner of Section 30, Township 7 North, Range 5 East of the Willamette Meridian, Skamania County, Washington; thence South  $01^{\circ} 10' 00''$  West along the East line of said Section 30, a distance of 1965.54 feet to the TRUE POINT OF BEGINNING of this description; thence South  $64^{\circ} 23' 34''$  West, a distance of 1473.17 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 30; thence South  $89^{\circ} 09' 08''$  East, along the South line of said Southeast quarter of the Northeast quarter a distance of 1315.25 feet, to the East quarter corner of said Section 30, thence North  $01^{\circ} 10' 00''$  East, along said East line of Section 30, a distance of 656.30 feet to the True Point of Beginning of this description.

As shown in the certain Survey recorded in Book 3 of Surveys, page 314 records of Skamania County, Washington.

EXHIBIT B  
BURDENED PROPERTY LEGAL DESCRIPTION

All that certain real property, situated in the County of Skamania, State of Washington, more particularly described as follows:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 5  
EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON

Unofficial  
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EXHIBIT C  
ACCESS EASEMENT AREA

[The depiction of the Access Easement underlies this Exhibit C cover page]

Unofficial  
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Sketch shows approximate location of roads and boundaries



Scale: 1:18,000

