Upon Recording, Please Return To:

Washington Recreation and Conservation Office

PO Box 40917

Olympia, WA 98504-0917

Attn: *[insert grant manager’s name]*

**ASSSIGNMENT OF RIGHTS**

\_\_\_\_\_\_\_\_\_ **Property**

|  |  |
| --- | --- |
|  |  |
|  |  |
| Assignor: | *[insert project sponsor’s name]* |
| Assignee: | STATE OF WASHINGTON, through the RECREATION AND CONSERVATION OFFICE, including any successor agencies |
| Abbreviated Legal Description: | *[insert the abbreviated legal description]*  (More particularly described in Exhibit “2” (Legal Description) and as depicted in Exhibit “3” (Property Map)), |
| Assessor’s Property Tax Parcel Number(s): | *[insert the assessor’s tax parcel numbers to which this assignment of right applies]* |

|  |  |
| --- | --- |
| Reference Number(s) of Related Document(s): | *[Insert the recording number of conservation easement and any other recorded documents to which this assignment of rights applies.]* |

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by Assignor, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , to and in favor of Assignee.

**RECITALS**

1. Assignor has entered into [*insert full title of easement or lease, e.g., Conservation Easement, Easement for Ingress, Egress and Public Access, or Trail Easement or Lease Agreement, etc.*} ("Easement” or “Lease") with [a] certain property owner[s] (collectively "Owner") in *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert county name]*, Washington. The name[s] and address[es] of the Owner and the recording number of the *Easement or Lease* are set forth in Exhibit 1 attached hereto and incorporated herein. The legal description of the property subject to the *Easement or Lease* is set forth in Exhibit 2 attached hereto and incorporated herein (“Property”).
2. The purpose of the *Easement or Lease* is described in the *Easement or Lease*. That purpose also is described in the Grant Agreement entered into between the Assignor and the Assignee entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Project Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ and the supporting materials, which are on file with the Assignee in connection with the Grant Agreement, which Grant Agreement is incorporated herein by this reference. That purpose includes *[protection] [and restoration] [and enhancement] [restoration and enhancement] of habitat [public access] [trail, etc.]*, as defined in the *Easement or Lease*.
3. Owner has authorized Assignor to assign to the Assignee certain rights for access to and stewardship of the Property covered by the *Easement or Lease*. Assignment of such rights is a necessary condition to receipt of grant funding under the Grant Agreement and the policies of the [*Recreation and Conservation Funding Board, Salmon Recovery Funding Board, or Recreation and Conservation Office]* administered by the Assignee. Such rights are valuable to the Assignee in connection with ensuring [*protection of habitat] [protection of public rights]* under the terms of the *Easement or Lease*. The assignment of such rights to the Assignee, however, does not in any way relieve the Assignor of such duties to enforce the *Easement or Lease* as may be imposed on Assignor under the *Easement or Lease* and the Grant Agreement.
4. These recitals are incorporated herein by this reference.

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

**AGREEMENT**

1. **Assignment**. For and in consideration coming in whole or in part from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account and in fulfillment of terms of the Grant Agreement identified herein, which Assignor agrees is good and valid, Assignor assigns, transfers, sets over, conveys, and delivers to the Assignee individually, and as the representative of all the people of the State of Washington, the joint rights listed below (collectively referred to as " joint rights") under the *Easement or Lease,* 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 or Lease*. 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 Lease* or the Grant Agreement. The assigned joint rights include the following:
   1. **Access**. A right to enter the *[Conservation Zone, as defined in the Conservation Easement, through the Property subject to the Easement] [the Property subject to the Easement or Lease]* at a reasonable time and upon prior arrangement with Assignor and Owner, to monitor and evaluate performance, compliance, and/or quality assurance under the Grant Agreement.
   2. **Enforcement**. A right to enforce the terms and conditions of the *Easement and/or Lease* and to seek injunctive relief, including restoration, and/or damages for any breach thereof.
   3. **Amendments**. A right to review and approve any proposed amendments to the *Easement or Lease*. Review and approval by Assignee will be for compliance with the terms of the Grant Agreement.
   4. **Termination For Reasons of Impracticability**. A right to review and approve any proposed agreements to terminate the *Easement or Lease*, or release a portion of the *[Conservation Zone] [Property]* from the terms of the *Easement or Lease*, before expiration of the term of the *Easement or Lease* for the reason that circumstances have rendered the conservation purpose of the *Easement or Lease* impractical to achieve. Absent approval of the Assignee or entry of an order of the Superior Court in which the Property subject to the *Easement or Lease* is located, the Assignor shall not enter into any termination or release agreement.
   5. **Stewardship and Management Plans**. A right to review any Stewardship and/or Management Plans, *[including habitat restoration and enhancement plans],* as defined in the *Easement or Lease*. Review by Assignee will be for compliance with the terms of the Grant Agreement.

To the extent the rights assigned herein overlap with the rights granted to the Assignor under the *Easement or Lease*, 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.

1. **Assignee’s Exercise of Rights**. The Assignee represents and warrants that its exercise of rights under this Assignment will be consistent with the [*conservation] [recreation*] purpose defined in the *Easement or Lease* and the Grant Agreement.
2. **Representations and Warranties of Assignor**. Assignor represents and warrants to the Assignee that:
   1. Owner, identified in Exhibit 1 attached hereto and incorporated herein, has authorized and approved this Assignment.
   2. Assignor shall enforce the terms of the *Easement or Lease* as provided in the *Easement or Lease*.
   3. 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 Lease* or the undertaking of any of its rights under the *Easement or Lease*.
   4. Neither Assignor nor Owner has any claims or causes of action, at law or in equity, with respect to the *Easement or Lease* as of the date provided above.
3. **Obligations**. Each party expressly understands and agrees that, by accepting 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 or Lease.*
4. **Indemnity**. Assignor shall defend, protect, and hold harmless the Assignee, and/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 officers or employees, relating to the *Easement or Lease* or in any way relating to Assignor's representations and warranties under this Assignment.
5. **Replacement Property.** The *Easement or Lease* may be extinguished in whole or in part before expiration of its term (if any) under certain circumstances identified in the *Easement or Lease*. 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 Assignee 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.
6. **Assignment Term.** The term of this Assignment shall be the same as the term of the *Easement or Lease* and shall expire upon the expiration date of the *Easement or Lease* (if any).
7. **Disputes.** Any disputes between Assignor and the Assignee under this Assignment shall be governed by the terms of the Grant Agreement.
8. **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 the Superior Court of Thurston County. Assignor by executing this Assignment agrees to the jurisdiction of the courts of the State of Washington in this matter.
9. **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 or Lease* Recording Number

Exhibit 2–Legal Description of Property Subject to *Easement or Lease*

Exhibit 3–Map of Property Subject to *Easement or Lease*

REMAINDER OF PAGE IS INTENTIONALLY BLANK: SIGNATURE PAGES FOLLOW

**ASSIGNOR:** Name

By:

Name:

Title:

Dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20

STATE OF WASHINGTON )

) ss

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

I certify that I know or have satisfactory evidence that\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Grantor, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Signed:

Notary Public in and for the State of Washington,

residing in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**ASSIGNEE:** State of washington, acting by and through THE WASHINGTON STATE RECREATION AND CONSERVATION or Salmon Recovery FUNDING BOARD, administered by the WASHINGTON STATE recreation and conservation office

By:

Name:

Title:

Dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_

STATE OF WASHINGTON )

) ss

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

I certify that I know or have satisfactory evidence that\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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:

Signed:

Notary Public in and for the State of Washington,

residing in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**EXHIBIT 1**

***OWNER AND EASEMENT OR LEASE RECORDING NUMBER***

|  |  |
| --- | --- |
| Name: | *[Insert the UNDERLYING PROPERTY Owner’s name]* |
| Address: | *[Insert the owner’s address.]* |
| Recording Number(s): | *[Insert the recording number of conservation easement and any other recorded documents to which this assignment of rights applies.]* |
| Document Title: | *[Insert the name of the easement, conservation easement, or lease from the header of the recorded document.]* |

**EXHIBIT 2**

***LEGAL DESCRIPTION FOR PROPERTY***

***SUBJECT TO EASEMENT OR LEASE***

***DESCRIPTION OF CONSERVATION ZONE*** *(if applicable)*

**EXHIBIT 3**

**MAP OF PROPERTY [[1]](#footnote-1)**

**SUBJECT TO *EASEMENT OR LEASE***

1. Map must include: (1) RCO project number(s) and name(s); (2) project sponsor name; (3) date of map preparation; (4) adjoining streets and roads where applicable, (5) boundary line of land acquired; (6) adjoining existing protected property where applicable; and, (7) North scale and scale. A professional legal survey may substitute for the preceding map elements. [↑](#footnote-ref-1)