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Skagit County Auditor

AFTER RECORDING RETURN TO:

Skagit Land Trust
P.O. Box 1017
Mt. Vernon, WA 98273

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY <u><i>Dena Thompson</i></u>
DATE <u>1.24.23</u>

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): Amendment to Assignment of Rights
Reference Number(s) of Documents: <u>200612200141 (Original Easement);</u> <u>200912020043 (First Easement Amendment);</u> <u>202206280058 (Second Easement Amendment);</u> <u>201007010057 (Assignment of Rights)</u>
Additional reference numbers on page(s) _____ of document.
Grantor(s) (Last name, first name, initials) Skagit Land Trust <input type="checkbox"/> Additional names are on page(s) _____ of document.
Grantee(s) (Last name first, then first name and initials) The State of Washington <input type="checkbox"/> Additional names are on page(s) _____ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 3 and PTNS Lots 1 and 2, Elysian Meadows <input type="checkbox"/> Additional legal description is on page 7 of this document.
Assessor's Property Tax Parcel/Account Number P121056/4823-000-001-0000; P121057/4823-000-002-0000; and P121058/4823-000-003-0000
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AMENDMENT TO ASSIGNMENT OF RIGHTS

This AMENDMENT TO ASSIGNMENT OF RIGHTS ("**Amendment**") is made by Skagit Land Trust, a Washington nonprofit corporation, having an address of P.O. Box 1017, Mt. Vernon, WA 98273 (the "**Assignor**"), and THE STATE OF WASHINGTON, through the Salmon Recovery Funding Board (SRFB) administered by the Recreation and Conservation Office (RCO), having an address of PO Box 40917, Olympia, WA 98504-0917 ("**State**") (each a "**Party**", collectively the "**Parties**") with reference to that certain Grant Deed of Conservation Easement, recorded on December 20, 2006 in the official records of Skagit County, Washington, under Auditor's File Number 200612200141 ("**Original Easement**") as amended by that certain Amendment to Grant Deed of Conservation Easement (to add legal descriptions of subareas only), recorded on December 2, 2009 in the official records of Skagit County, Washington, under Auditor's File No. 200912020043 ("**First Easement Amendment**") and as amended by that certain Second Amendment to Grant Deed of Conservation Easement (to provide conservation easement protection over additional property), recorded on June 28th, 2022 in the official records of Skagit County, Washington, under Auditor's File No. 202206280058 ("**Second Easement Amendment**"), and the assignment of rights for access to and stewardship of the property covered by the Original Easement as amended by the First Easement Amendment, recorded on July 1, 2010 in the official records of Skagit County, Washington, under Auditor's File Number 201007010057 ("**Assignment of Rights**"). Capitalized terms used in this Amendment that are not defined herein shall have the meanings set forth in the Assignment of Rights.

1. RECITALS

- 1.1. In 2010, Assignor assigned to and in favor of the State the Assignment of Rights, which Assignment of Rights provided to the State certain rights for access to and stewardship of the property protected by the Original Easement as amended by the First Easement Amendment ("Original Protected Property"). Assignment of such rights was a necessary condition to receipt of State grant funding and the policies of the SRFB administered by the RCO. Such rights are valuable to the State in connection with ensuring protection of habitat under the terms of the Original Easement as amended by the First Easement Amendment and are particularly valuable because Assignor and Owner of the Original Protected Property have agreed that Assignor will retain all responsibility for obligations of the Assignor under the Original Easement as amended by the First Easement Amendment.
- 1.2. In 2022, Assignor and Owner entered into the Second Easement Amendment to extend the conservation easement protections to additional property adjacent to the Original Protected Property. The names and address of the Owner and the recording number of the Second Easement Amendment are set forth in Exhibit 1-1 attached hereto and incorporated herein. The legal description of the Additional Protected Property subject to the Second Easement Amendment are set forth in Exhibit 2-1 attached hereto and incorporated herein.
- 1.3. Assignor and the State now desire to extend the rights assigned to and in favor of the State under the Assignment of Rights to cover the Additional Protected Property. Assignment of such rights is a necessary condition to receipt of State grant funding and the policies of the SRFB administered by the RCO expended in the acquisition of the Second Easement Amendment under Project Agreement Number 20-1326. Such rights are valuable to the State in connection with ensuring protection of habitat under the terms of the Second Easement Amendment, and are particularly valuable because Assignor and Owner of the Additional



Protected Property have agreed that Assignor will retain all responsibility for obligations of the Assignor under the Second Easement Amendment.

2. ASSIGNMENT

NOW, THEREFORE, for an in consideration of monies coming in whole or in part from the State of Washington and in fulfillment of terms of Project Agreement Number 20-1326 identified herein, Assignor does hereby assign, transfer, set over, convey and deliver to the State individually, and as representative of all the people of the State, all of the Rights under the Original Easement as amended by the First Easement Amendment and the Second Easement Amendment to the Additional Protected Property as set forth in Exhibit 2-1 attached hereto. From and after the Effective Date of this Amendment, all references to the "Protected Property" within the Assignment of Rights shall include the Original Protected Property and the Additional Protected Property.

3. GENERAL PROVISIONS

- 3.1. The Assignment of Rights is hereby ratified and affirmed and shall continue in full force and effect except as expressly modified by this Amendment. The undersigned Assignor and the undersigned State expressly intend that the Assignment of Rights as modified by this Amendment shall be binding upon, and inure to the benefit of Assignor and the State, and the respective successors and assigns of each.
- 3.2. From and after the Effective Date of this Amendment, all references to the "Project Agreement" within the Assignment of Rights shall include Project Agreement Number 20-1326.
- 3.3. From and after the Effective Date of this Amendment, all references to the "Conservation Easement" within the Assignment of Rights shall include the Original Easement as amended by the First Easement Amendment and the Second Easement Amendment.
- 3.4. From and after the Effective Date of this Amendment, all references to the exhibits to the Assignment of Rights shall be composed of the following:
 - 3.4.1. Owner and Conservation Easement Recording Number – Exhibit 1 (Original Easement and First Easement Amendment) and Exhibit 1-1 (Second Easement Amendment)
 - 3.4.2. Legal Description of Property Subject to Conservation Easement – Exhibit 2 (Original Protected Property) and Exhibit 2-1 (Additional Protected Property)
- 3.5. The "Effective Date" of this Amendment shall be the date on which this Amendment has been fully executed, acknowledged and recorded in the official records of Skagit County, Washington.
- 3.6. This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same document, binding all of the Parties hereto, notwithstanding all of the Parties are not signatory to the original or the same counterparts. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

{Signature Pages to Follow}



ASSIGNEE: STATE OF WASHINGTON, acting by and through THE SALMON RECOVERY FUNDING BOARD, administered by the RECREATION AND CONSERVATION OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 19th day of December, 20 22

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 acknowledge it as the Deputy Director of the Salmon Recovery Funding Board, administered by the Recreation and Conservation Office of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/19/2022

Signed: Lanlalit Nicolia

Notary Public in and for the State of Washington,
residing in Thurston county

My commission expires 04/18/2025



SFR

EXHIBIT 1-1

**OWNER AND
CONSERVATION EASEMENT AMENDMENT RECORDING NUMBER**

Owner: Gerrit Jan van den Engh and Barbara Jo Trask, a married couple

Address: 41219 Elysian Lane, Concrete, WA 98237

Conservation Easement Amendment Recording No.: 202206280058

Document Title: Second Amendment to Grant Deed of Conservation Easement



EXHIBIT 2-1**LEGAL DESCRIPTION OF
ADDITIONAL PROTECTED PROPERTY**

Lot 1, Elysian Meadows, as per plat recorded October 7, 2003, under Skagit County Auditor's File No. 200310070060, records of Skagit County, Washington;

EXCEPT any portion thereof lying within the Southeast $\frac{1}{4}$ of Section 11, Township 35 North, Range 7 East, W.M.

TOGETHER WITH Lot 2, said plat of Elysian Meadows,

EXCEPT any portion thereof lying within the West 2 rods of the Northwest $\frac{1}{4}$ of Section 13, Township 35 North, Range 7 East, W.M.

AND TOGETHER WITH Lot 3, said plat of Elysian Meadows

AND TOGETHER WITH ingress and egress rights as established in that instrument recorded on October 29, 2004, under Skagit County Auditor's File No. 200410290028.

ALL BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.
Situate in the County of Skagit, State of Washington.

