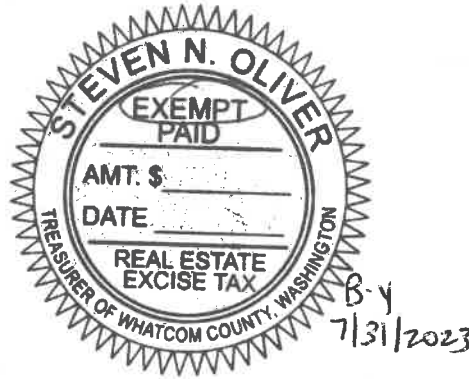




RETURN TO:
Carmichael Clark, PS
Robert A. Carmichael
1700 D Street
Bellingham, WA 98225



DOCUMENT TITLE:
CHUCKANUT COMMUNITY FOREST CONSERVATION EASEMENT ASSIGNMENT

REFERENCE NUMBER OF RELATED DOCUMENTS:
FIRST AMENDED CONSERVATION EASEMENT: 2023- 0702284

ASSIGNOR:
CHUCKANUT COMMUNITY FOREST PARK DISTRICT

ASSIGNEE:
WHATCOM LAND TRUST

ABBREVIATED LEGAL DESCRIPTION:
Ptn of S ½ SW ¼ Sec 12 TWP 37 N Rge 3 E
Lot B, as delineated on Chuckanut Trust Lot Line Adjustment
Lots 1-24, Block 1, Map of Diffenbachers Addition to Fairhaven
Full legal descriptions at pages 5 hereto

ASSESSOR'S TAX PARCEL NUMBERS:
370212 359328 0000
370212 364207 0000
370212 478165 0000
370212 447323 0000
370212 477313 0000

ASSIGNMENT OF INTEREST IN CONSERVATION EASEMENT

THIS ASSIGNMENT OF INTEREST IN CONSERVATION EASEMENT ("Assignment") is entered into this 31st day of July, 2023, by and between, the Chuckanut Community Forest Park District, a municipal corporation organized under the laws of the state of Washington ("Assignor" or "Park District") and Whatcom Land Trust a Washington nonprofit corporation, ("Assignee" or "WLT"). Assignor and Assignee may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the City of Bellingham ("Grantor" or "City") granted a conservation easement to the Park District ("Grantee") recorded January 6, 2014, at Whatcom County Auditor File No. 2140100259, ("Original Conservation Easement") that encumbers the real property described in **Exhibit A**, attached hereto and incorporated herein ("Property"); and

WHEREAS, immediately prior to executing this Assignment, the City and the Park District executed an amendment to the Original Conservation Easement ("Amended Conservation Easement"); and

WHEREAS, the Parties intend to record the Amended Conservation Easement and this Assignment of Interest in Conservation Easement concurrently; and

WHEREAS, the Amended Conservation Easement references an interlocal agreement by and between the City and the Park District dated January 3, 2014 ("Interlocal Agreement"); and

WHEREAS, Section IX of the Amended Conservation Easement and Section III of the Interlocal Agreement permits the assignment of the Park District's interest in the Amended Conservation Easement to another "qualified organization" as that term is defined under Section 170(h) of the Internal Revenue Code of 1954, as amended, RCW 64.04.130, and RCW 84.34.250; and

WHEREAS, WLT is a "qualified organization" as that term is defined by these laws and is authorized under Washington law to acquire and hold conservation easements; and

WHEREAS, as required by Section IX of the Amended Conservation Easement and Section III(c) of the Interlocal Agreement, the Park District has provided the City with timely advance written notice of the District's intent to assign its interest in the Conversation Easement to the Whatcom Land Trust; and

WHEREAS, the foregoing recitals are a material part of this Assignment;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:


ASSIGNMENT

- 1. **Assignment.** The Park District hereby quit claims, grants, conveys, and assigns to WLT, without warranties, its interest as grantee under the Amended Conservation Easement, and all rights and obligations of the Park District thereunder.
- 2. **Acceptance of Assignment.** WLT hereby accepts the quit claim, grant, conveyance, and assignment of the Park District's interest as grantee under the Amended Conservation Easement and all rights and obligations of the Park District thereunder.
- 3. **Inspection of Property.** WLT has had full opportunity to inspect the Property and accepts the Amended Conservation Easement encumbering the Property in its current condition.
- 4. **Mutual Release.** WLT hereby releases and forever discharges the Park District from any and all claims and costs incurred for causes of action, liabilities, or events arising after the effective date of this Assignment. The Park District hereby releases and forever discharges WLT from any and all claims and costs incurred for causes of action, liabilities, or events arising prior to the effective date of this Assignment.
- 5. **Run with the Land.** The Assignment entered into by the Parties herein shall be deemed to touch and concern the land, and shall, therefore, run with the land in perpetuity. The rights and obligations of the Parties shall inure to the benefit of and be binding upon their heirs, successors, and assigns.
- 6. **Modificaton in Writing.** This Assignment may be modified in writing only, upon mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Assignment on the day and year first above written.

ASSIGNOR:


CHUCKANUT COMMUNITY
FOREST PARK DISTRICT
P.O. Box 4283
Bellingham, WA 98227




Frank James
President

ASSIGNEE:

Whatcom Land Trust
412 N. Commercial Street
Bellingham, WA 98227



Gabe Epperson
Executive Director


DAVID BROWN
VICE PRESIDENT

STATE OF WASHINGTON)
) ss:
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that Frank James is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of Chuckanut Community Forest Park District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATE: June 13, 2023

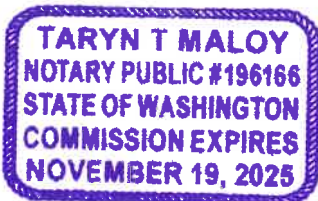


Taryn T. Maloy
NOTARY PUBLIC
Printed Name: Taryn T. Maloy
My Commission Expires: 11.19.2025

STATE OF WASHINGTON)
) ss:
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that ^{David Brown}~~Gabe Epperson~~ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the ^{Vice Pres.}~~Executive Director~~ of Whatcom Land Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATE: 7/31/23



Taryn T. Maloy
Taryn T. Maloy
NOTARY PUBLIC
Printed Name: _____
My Commission Expires: 11.19.2025

EXHIBIT A

PARCEL A (370212 359328 0000):

The south half of the southwest quarter of the northeast quarter of Section 12, Township 37 North, Range 2 East of W.M., except that right-of-way lying along the easterly line thereof, commonly referred to as 20th Street.

PARCEL B (370212 364207 0000):

That part of the northwest quarter of the southeast quarter, and that part of the southwest quarter of the southeast quarter of Section 12, Township 37 North, Range 2 East of W.M., lying northerly of Chuckanut Drive.

PARCEL C (370212 478165 0000):

Lot B, as delineated on Chuckanut Trust Lot Line Adjustment, according to the plat thereof, recorded under Auditor's File No. 961219101, records of Whatcom County, Washington.

PARCEL D (370212 447323 0000):

Lots 1 through 4 and Lots 21 through 24, inclusive, Block 1, Map of Diffenbachers Addition to Fairhaven, now a part of the consolidated City of Bellingham, Whatcom County, Washington, according to the plat thereof, recorded in Volume 1 of Plats, Page 51, records of Whatcom County, Washington.

PARCEL E (370212 477313 0000):

Lots 5 through 20, inclusive, Block 1, Map of Diffenbachers Addition to Fairhaven, now a part of the consolidated City of Bellingham, Whatcom County, Washington, according to the plat thereof, recorded in Volume 1 of Plats, Page 51, records of Whatcom County, Washington.