

After Recording, Return To:

ACCOMMODATION

FOR RECORDING INFORMATION

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**"), dated effective as of 9/23, 2019, (the "**Effective Date**") is made between the Idaho Foundation for Parks and Lands, Inc., an Idaho corporation ("**Assignor**"), and the City of Boise City, a body corporate and politic in the state of Idaho, by and through its Department of Parks and Recreation ("**Assignee**"). Assignor and Assignee may be referred to herein as a "Party" or "Parties", as the case may be.

RECITALS

A. On November 28, 2007, Assignor (as "Holder") entered into that certain Deed of Conservation Easement recorded on October 23, 2008 in the records of Ada County as Instrument No. 108117302 (the "**Conservation Easement**"), with Harris Family Limited Partnership, an Idaho limited partnership (as "**Grantor**") and the Ada County Highway District, a body corporate and politic ("**ACHD**"), having a third-party right of enforcement.

B. In April 2010, the parties to the Conservation Easement entered into an Amendment No. 1 to Deed of Conservation Easement and Assignment of Third-Party Enforcer (the "**First Amendment**"). The First Amendment assigned certain third-party enforcement rights to The Wetlands Group, LLC, an Idaho limited liability company (the "**Wetlands Group**") in connection with U.S. Army Corps Clean Water Act 404 Permit #NWW-2006-615 B01 (the "**Permit**").

C. By letter dated January 17, 2014, the U.S. Army Corps confirmed that the requirements under the Permit have been satisfied and Grantor has assumed long-term maintenance responsibility for the site.

D. Pursuant to Section V of the Conservation Easement, Holder of the Conservation Easement may assign its interest with thirty (30) days' prior written notice.

E. In connection with the arrangements associated with long-term maintenance of the Conservation Easement, Assignor now desires to assign its rights, title and interest in the Conservation Easement (as amended by the First Amendment), and Assignee desires to accept and assume said responsibilities, as of the Effective Date.

NOW, THEREFORE, for the recitals set forth above, which are incorporated herein, and *other* good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Assignment. Pursuant to Section V of the Conservation Easement, Assignor hereby grants, conveys, assigns, and transfers to Assignee all of Assignor's right, title, and interest in the Agreement, together with any and all rights and appurtenances thereto in any way belonging to Assignor.

2. Acceptance and Assumption. Assignee hereby accepts and assumes all of Assignor's right, title and interest in the Conservation Easement and First Amendment and agrees to all of the restrictions, rights, and provisions set forth therein, and agrees to assume all liabilities of "Holder" under

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ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

STATE OF IDAHO)
) ss.
County of Ada)

On this 15 day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Sharon Hubler, known or identified to me to be the Vice President of Idaho Foundation for Parks and Lands, Inc., the individual who executed the instrument on behalf of said corporation, and acknowledged to me that such person executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
Notary Public for Idaho
Residing at Meridian, ID
My commission expires: 10/23/20

STATE OF IDAHO)
) ss.
County of Ada)

On this 23rd day of September, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared David H. Bieter and Jade Riley, known or identified to me to be the Mayor and Ex-Officio City Clerk of Boise City, Idaho, the individuals who executed the instrument on behalf of Boise City, and acknowledged to me that such persons executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho
Residing at Boise, ID
My commission expires: 12/16/20

said instruments. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors in interest, and assigns.

3. Additional Acts. The Parties agree to execute such other documents and perform such other acts as may be necessary to effectuate this Assignment.

4. Entire Agreement. This Assignment constitutes the entire agreement of the Parties relating to the subject matter hereof.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original copy, and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be effective as of the Effective Date.

ASSIGNOR:

IDAHO FOUNDATION FOR PARKS AND LANDS, INC.,
an Idaho corporation

By: Sharon Hubler
Name: Sharon Hubler
Title: Vice President

ASSIGNEE:

CITY OF BOISE CITY

David H. Bieter
David H. Bieter, Mayor

Attest:

Lynda Lowry
Lynda Lowry, Ex Officio City Clerk

[notary acknowledgments on following page]