

<p>After recording, return to:</p> <p>Pierce County Planning and Public Works Sustainable Resources Division 9850 64th Street West University Place, WA 98467 Attention: Kyla Wilson</p>	<p>PIERCE COUNTY ASSIGNMENT OF ASSESSMENT and LIEN INTERESTS (RCW 36.165)</p>
<p>Owner/Grantor Name and Address:</p>	<p>Grantee:</p> <p>PIERCE COUNTY</p>
<p>Reference Number(s) of Related Documents:</p>	
<p>Tax Parcel Subject to C-PACER Lien:</p>	
<p>Abbreviated Legal Description:</p>	

**ASSIGNMENT OF NOTICE OF ASSESSMENT INTEREST
AND C-PACER LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT**

This ASSIGNMENT OF NOTICE OF ASSESSMENT INTEREST AND C-PACER LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT (this "Assignment") is dated as of [MONTH] ___, 20__ by Pierce County, Washington ("Assignor"), to [CAPITAL PROVIDER] ("Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to, and interest under, that certain Notice of Assessment Interest and C-PACER Lien, dated as of [____], 20__, by [____] ("Property Owner") and Assignor, recorded on [____], 20__ as Instrument No. [____] in the office of the records of Pierce County, State of Washington (the "Notice of Assessment Interest") and the Assessment Agreement dated as of [____], 20__, between Property Owner and Assignor and attached to such Notice of Assessment Interest, together with the obligations secured by the C-PACER Lien and all other instruments, documents and certificates executed in connection therewith. Assignee hereby accepts all of Assignor's rights in, title to, and interest under the Assessment Agreement and the Notice of Assessment Interest, together with the obligations secured by the C-PACER Lien and all other instruments, documents and certificates executed in connection therewith.

By accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignor has no obligation or duty to and will not administer, collect, enforce, or foreclose the debt created and financed by the Assessment Agreement, the Assessment, the C-PACER Lien, and any related documents. Assignee accepts the sole duty and obligation to administer, collect, enforce, and foreclose the same.

Without limiting the breadth of the foregoing, Assignee further agrees for the benefit of Assignor that Assignee shall be solely responsible for enforcing the obligation of Property Owner to pay the Assessment described in the Assessment Agreement, including pursuing a foreclosure of the C-PACER Lien in accordance with chapter 61.12 RCW. Assignor shall have no obligation to prosecute such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required in order to allow Assignee to prosecute or effectuate the foreclosure under RCW 61.12, or to ratify or confirm any action of Assignee taken in furtherance of the foregoing, as contemplated in the County Ordinance (as defined in the Notice of Assessment Interest).

Assignee further agrees that pursuant to the County Ordinance and to Chapter 36.165 RCW (as now or hereinafter amended), the Assignor shall incur no liability as a result of any provision of the Assessment Agreement, the Assessment, the C-PACER Lien, this Assignment, or for the private debt created or evidenced by those or any related document, nor shall any members of the governing body, employees, board members and executives of the Assignor be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of the C-PACER financing. Neither the documents referenced herein nor the County's participation in the C-PACER program shall be interpreted to pledge, offer, or encumber County's full faith and credit.

Assignee agrees to defend, indemnify and save harmless the Assignor, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the Assignor, its elected or appointed officials or employees for damages resulting from or connected with this Assignment, the Assessment Agreement, the Approved Project, the Assessment and the C-PACER Lien, and for personal or bodily injury, including death at any time resulting therefrom, sustained by any

person or persons, and for damages to property including loss of use thereof, whether such claim or demand or injury to persons or damage to property is due to the negligence of the Assignee, its successor or assigns, or its or their agent, servants, or employees, the Assignor, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Assignor, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Assignee's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the Assignor or its agents or employees, and (ii) the Assignee or its's agents or employees.

With respect to the performance of this Assignment and as to claims against the Assignor, its officers, agents and employees, the Assignee expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Assignment extend to any claim brought by or on behalf of any employee of the Assignee. This waiver is mutually negotiated by the parties to this Assignment.

This Assignment is governed by and construed in accordance with the laws of the State of Washington. Any legal action brought under this Assignment must be instituted in a Pierce County superior court. In the event of any dispute related to this Assignment, whether pursued in court or otherwise, each Party shall be responsible for its own actual attorney fees and litigation or dispute costs.

Signatures appear on following page.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

“ASSIGNOR”

PIERCE COUNTY, WASHINGTON

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)

)

County of Pierce)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Pierce County, a Municipal Corporation and Political Subdivision 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 this ____ day of _____, 20_____.

(Print Name)

Notary Public in and for the State of Washington

Residing at _____

My Appointment Expires:

“ASSIGNEE”

[CAPITAL PROVIDER OR DESIGNEE]

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)

County of Pierce)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Pierce County, a Municipal Corporation and Political Subdivision 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 this ____ day of _____, 20____.

(Print Name)

Notary Public in and for the State of Washington

Residing at _____

My Appointment Expires:

EXHIBIT A
LEGAL DESCRIPTION
[INSERT]