



200402250138
Skagit County Auditor

2/25/2004 Page 1 of 8 3:31PM

AFTER RECORDING MAIL TO:

Name FIRST American Title
Address 160 Cascade Pl Ste 104
City / State Burlington WA 98233

FIRST AMERICAN TITLE CO.
B72974

B72974
Document Title(s): (or transactions contained therein)

1. Assignment of Underground Storage
2. tank Community Assistance
3. Program Grant Agreement and
4. Deed of Trust

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document



First American Title
Insurance Company

(this space for title company use only)

Grantor(s): (Last name first, then first name and initials)

1. Pollution Liability Insurance Agency
2. Lawrence Bates and Leslie Bates
3. Robert Cobban and Sherry Cobban
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. ~~Lawrence Bates~~
2. Allison Duit
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Sec 10, T2N35, R2W67, P1M SE 1/4 aka Tr 1 of
Short Plat 00-0085

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

350710-0-003-0007 P42341

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

RECEIVED

SKAGIT COUNTY
INSURANCE AGENCY

**ASSIGNMENT OF
UNDERGROUND STORAGE TANK COMMUNITY ASSISTANCE PROGRAM
GRANT AGREEMENT AND DEED OF TRUST**

Contract Number: USTCAP-PVT-048-93

Project Site: 39952 State Route 20, Concrete, WA 98237

B72974

In the Underground Storage Tank Community Assistance Program Grant Agreement No. **USTCAP-PVT-048-93** (the "Grant Agreement"), between the Pollution Liability Insurance Agency (PLIA) and **Lawrence and Leslie Bates, Robert and Sherry Cobban** ("Grantee #1," also known as the "Assignor" under this Agreement), the parties set forth the rights and obligations of both parties related to the scope of work for the removal and installation of USTs at the project site, the funding of the work and the continuing responsibilities under the Grant Agreement.

The parties to this Agreement desire to assign the rights and obligations of the Grantee #1 under the Grant Agreement and the Deed of Trust securing the Grant Agreement to **Allison Dull**. ("Grantee #2 or 'Assignee'").

Now, therefore, PLIA, the Grantee #1, also known as the Assignor, and Grantee #2, agree as follows:

For value received, the Assignor under this Assignment does hereby sell, assign, and set over to Grantee #2 all remaining rights, responsibilities, interests and liabilities, exclusive of that set forth below in and to that certain Grant Agreement dated **September 20, 1993**, a copy of which is attached hereto as Exhibit "A." Included also is the Deed of Trust dated on **September 3, 1993**, securing the Grant Agreement, a copy of which is attached hereto as Exhibit "B." The legal description for the project site is set forth in Exhibit "C." Exhibits A, B and C are by this reference incorporated herein as though fully set forth.



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ASSIGNOR RESPONSIBILITIES

The Assignor under this agreement hereby agrees to defend, indemnify, protect and hold harmless the Grantee #2, the State of Washington, and PLIA, their officers, agents, employees, and assigns from and against the Assignor's actions or omissions during the period from the effective date of the original Grant Agreement through the effective date of this Agreement.

By signature below, the Assignor under this Assignment acknowledges that this Assignment is subject to the approval of PLIA and does not constitute a novation. The Grant Agreement may not be further assigned in whole or in part, without the prior written approval of PLIA.

GRANTEE #2 RESPONSIBILITIES

Grantee #2 does by its signature below, hereby assume the herein incorporated Grant Agreement and Deed of Trust together with all duties, obligations, responsibilities and liabilities appurtenant thereto, except as set forth above and does hereby agree to comply with and be legally bound by all terms and conditions of the Grant Agreement, the Deed of Trust and this Assignment.

Grantee #2 understands that this Assignment is subject to the approval of PLIA and does not constitute a novation. The Grant Agreement may not be further assigned in whole or in part without the prior written approval of PLIA.

Grantee #2 hereby agrees to defend, indemnify, protect and hold harmless the State of Washington, PLIA, and all employees, agents, officers or assigns thereof, from and against any and all claims, damages, suits, actions, losses and expenses, including, but not limited to, attorney fees arising out of or resulting from any activities related to or performed under the Grant Agreement, the Deed of Trust or this Assignment.

GENERAL TERMS

Each party executing this Assignment on behalf of a corporation personally represents that he or she is authorized to execute this Assignment on behalf of such corporation and that this Assignment is binding on that corporation.

PLIA reserves the right to immediately suspend or terminate the Grant Agreement if at any time during the term the Grant Agreement #2 fails to comply with the material terms or duties set forth in this Assignment, the Grant Agreement or the Deed of Trust.

If the Grant Agreement is suspended or terminated for failure to comply with material terms or duties, the Grant funds shall immediately become due and payable to the State of Washington.



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The parties to this Assignment, being fully advised and informed, hereby consent to the Assignment set forth above. The effective date of this Assignment shall be the date upon which the last party of this Assignment executes the document or the date upon which PLIA grants approval to the Assignment, which occurs later. All references in the original Grant Agreement to the "Grantee" shall now mean "Grantee #2."

ASSIGNOR(S) (GRANTEE #1 UNDER
THE ORIGINAL GRANT AGREEMENT)

Robert K. Cobban
Sherry Cobban By Robert K. Cobban POA

NAME

Lawrence Bates
Leslie Bates by Lawrence Bates POA

NAME

PARTNERS

TITLE

5-3-03

DATE

601-080-147

TAX IDENTIFICATION NUMBER

GRANTEE(S) #2 (ASSIGNEE)

NAME

NAME

TITLE

DATE

TAX IDENTIFICATION NUMBER

APPROVAL:

PLIA HERBY APPROVES THE ASSIGNMENT OF THIS GRANT AGREEMENT

FROM:

Lawrence and Leslie Bates
Robert and Sherry Cobban
Db a Grandy Creek Grocery

TO:

Allison Dull

APPROVAL AS TO FROM:

Pollution Liability Insurance Agency

ASSISTANT ATTORNEY GENERAL

DATE

NAME

TITLE

DATE

Roger Dowl

Director

oct 8, '03



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**ASSIGNMENT OF
UNDERGROUND STORAGE TANK COMMUNITY ASSISTANCE PROGRAM
GRANT AGREEMENT AND DEED OF TRUST**

Contract Number: USTCAP-PVT-048-93

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ASSIGNOR(S) (GRANTEE #1 UNDER
THE ORIGINAL GRANT AGREEMENT)

NAME

NAME

TITLE

DATE

TAX IDENTIFICATION NUMBER

GRANTEE(S) #2 (ASSIGNEE)

NAME

NAME

TITLE

DATE

TAX IDENTIFICATION NUMBER

APPROVAL:

PLIA HERBY APPROVES THE ASSIGNMENT OF THIS GRANT AGREEMENT

FROM:

**Lawrence and Leslie Bates
Robert and Sherry Cobban
Dba Grandy Creek Grocery**

APPROVAL AS TO FROM:

ASSISTANT ATTORNEY GENERAL

DATE

TO:

Allison Dull

Pollution Liability Insurance Agency

NAME

TITLE

DATE



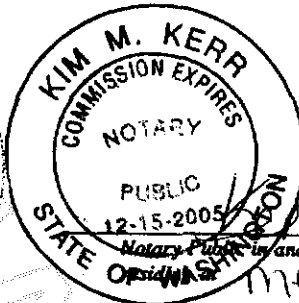
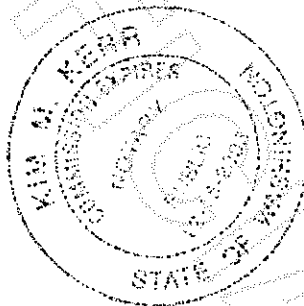
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STATE OF WASHINGTON, }
County of Skagit } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Lawrence Bates, Leslie Bates
Robert Cobban, Sherry Cobban and Allison Dull to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they
signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of May, 192003



My appointment expires 12-15-05

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____
_____ and _____ to me known to be the
_____ President and _____ Secretary, respectively, of _____
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

This jurat is page _____ of _____ and is attached to _____



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