



**202204220051**

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Skagit County Auditor

**WHEN RECORDED MAIL TO:**

Land Title and Escrow Company  
111 East George Hopper Road, PO Box 445  
Burlington, WA 98233  
(360) 707-2312

*204938-LT*

**DOCUMENT TITLE(S)**

Assignment and Assumption of Agricultural Irrigation Water Service Agreement

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

201704060095

**GRANTOR(S):**

Skagit Sun Farm Inc., a Washington Corporation

**GRANTEE(S):**

Fairbush Farm, LLC, A Washington Limited Liability Company

**ABBREVIATED LEGAL DESCRIPTION:**

Lot 2, SP #23-83, AF #8305240001 (ptn SE, 20-34-3)

**TAX PARCEL NUMBER(S):**

340320-4-001-0111/P22203

**ASSIGNMENT AND ASSUMPTION  
OF THE  
AGRICULTURAL IRRIGATION WATER SERVICE AGREEMENT**

204938-LT

This Assignment and Assumption of the Agricultural Irrigation Water Service Agreement is entered into on the date set forth below, by and between SKAGIT SUN FARM, INC., a Washington Corporation (hereinafter "Assignor" and "Skagit Sun Farm, LLC") and FAIRBUSH FARM, LLC, a Washington Limited Liability Company (hereinafter "Assignee"), with reference to the following:

**RECITALS**

A. The original Agricultural Irrigation Water Service Agreement was entered into on March 31, 2017 (hereinafter the "Agreement"), by and between Assignor and the PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY (hereinafter "District"), to secure a water service to irrigate property located at 13712 McLean Road P22203. The parcel is located along McLean Road and Best Road, under Assessor's Tax Number 340320-4-001-0111. The District owns and operates a water distribution system, and has limited capacity at the location of the proposed service(s) and is willing to supply water according to the terms and conditions of the Agreement. The Agreement was recorded on April 6, 2017 under Skagit County Auditor's File No. 201704060095.

B. This assignment is made pursuant to the introduction paragraph of the Agreement.

C. It is the desire of the Assignor and Assignee to have the original Agricultural Irrigation Water Service Agreement assigned to Assignee subject to terms set forth in this Agreement.

NOW THEREFORE and in consideration of the mutual promises contained herein, the parties agree as follows:

**AGREEMENTS**

1. Assignor hereby assigns all its rights, title and interest in the original Agricultural Irrigation Water Service Agreement (incorporated herein by this reference) and Assignee hereby agrees to assume the original Agricultural Irrigation Water Service Agreement subject to the original Agreement terms.

2. Further Assurances. The undersigned parties will execute and provide one another such other documents and perform such other acts as may be reasonably requested to accomplish the purposes of this Assignment.

3. Authority and Binding Obligation. The execution and delivery of this Assignment by the undersigned parties have been duly and validly authorized by all necessary actions of Skagit Sun Farm, Inc., and when executed, this Assignment will constitute a valid and binding obligation of the parties hereto.

4. Counterparts and Copies. This Assignment may be executed in any number of identical counterparts, with each counterpart having the same effect as if all parties to this Assignment had signed the same document. All executed counterparts of this Assignment will be construed as and constitute one and the same instrument. A facsimile or electronic copy (e.g. a PDF copy) of an executed counterpart of this Assignment will have the same effect as an original executed counterpart of this Assignment.

5. Governing Law and Venue. This Assignment is governed by and to be construed in accordance with the laws of the State of Washington.

6. Entire Agreement. This Assignment constitutes the entire understanding and agreement of the parties to this Assignment with respect to its subject matter. All prior agreements, understandings, or representations with respect to this Assignment's subject matter are hereby cancelled in their entirety and are of no further force or effect. It is expressly acknowledged that there are no oral or other agreements which modify or affect this Assignment.

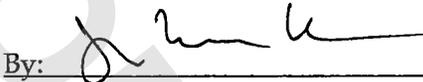
7. Effect of Assignment. This Assignment amends, supplements, and is made part of the Agricultural Irrigation Water Service Agreement. In the event of a conflict between the provisions of this Agreement and the Agricultural Irrigation Water Service Agreement, the provisions of this Assignment will control between the parties. Nevertheless, except as expressly amended or supplemented by this Assignment, the provisions of the Agricultural Irrigation Water Service Agreement will remain in full force and effect.

All terms and conditions of the original Agricultural Irrigation Water Service Agreement shall remain in full force and effect.

*[Signature Page Follows]*

**ASSIGNOR:**

SKAGIT SUN FARM, INC.

By:  President  
JESSE ZAYCE KRUSE, President

4/20/22  
Date

**ASSIGNEE:**

FAIRBUSH FARM, LLC

By:  Manager/Member  
JOHN CHRISTIANSON, Manager/Member

4/21/22  
Date

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that JESSE ZAYCE KRUSE 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 President of SKAGIT SUN FARM, INC., a Washington Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 20 day of April, 2022.



Katey M. Von Hagel  
(Printed Name)

Notary  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at Skagit  
My Commission Expires: 4-9-2024

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that JOHN CHRISTIANSON 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 Manager/Member of FAIRBUSH FARM, LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 21<sup>ST</sup> day of April, 2022.



LINDSEY C. SHANNON  
(Printed Name)

[Signature]  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at Oak Harbor  
My Commission Expires: Aug 10, 2025