

ATTACHMENT 7: Assignment of Notice of Assessment Interest and C-PACER Lien and Assessment Agreement

Please Type or Print Neatly and Clearly All Information

**Document Title(s)** ASSIGNMENT OF NOTICE OF ASSESSMENT INTEREST AND C-PACER LIEN AND ASSESSMENT AGREEMENT

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**Reference Number(s) of Related Documents**

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**Grantor(s)/Assignor** [SNOHOMISH COUNTY]

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**Grantee(s)/Assignee** [CAPITAL PROVIDER OR DESIGNEE]

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**Legal Description (Exhibit A)**(Abbreviated form is acceptable, i.e., Section/Township/Range/Qtr. Section or Lot/Block/Subdivision)

**Assessor's Tax Parcel ID Number:**

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

**Sign below only if your document is Non-Standard.**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

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Signature of Requesting Party

WHEN RECORDED, RETURN TO:

**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 [REDACTED], [REDACTED] by and between Snohomish County, Washington ("Assignor") and [REDACTED] ("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 [REDACTED], 20\_\_, by [REDACTED] ("Property Owner") and Assignor, recorded on [REDACTED], 20\_\_ as Instrument No. [REDACTED] in the office of the records of Snohomish County, State of Washington (the "Notice of Assessment Interest") and the Assessment Agreement dated as of [REDACTED], 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. Assignee acknowledges and agrees it is solely responsible for identifying all lienholders and all holders of affordable housing covenants, restrictions, or regulator agreements on the subject property and for notifying Assignor of the identity of same. Assignee indemnifies Assignor from any and all claims that may be asserted by a lien holder or holder of affordable housing covenants, restrictions, or regulator agreements, known or unknown, on the subject property.

Assignee is solely responsible for all enforcement as contemplated in chapter 36.165 RCW. Pursuant to RCW 36.165.060, by accepting this Assignment, Assignee 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 the same manner as a mortgage lien under chapter 61.12 RCW, except that no sale of the property shall discharge or in any manner affect the priority of the C-PACER lien with respect to installments not yet due and payable at the time of sale, as provided in RCW 36.165.060, and no deficiency judgment may be sought by the Assignee with respect to any unpaid assessment at the time of sale. Assignor shall have no obligation to prosecute such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure.

*Signatures appear on following page*

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

“ASSIGNOR”

SNOHOMISH COUNTY, WASHINGTON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON )  
: ss.  
SNOHOMISH COUNTY )

This record was acknowledged before me on \_\_\_\_\_, by  
\_\_\_\_\_, the  
\_\_\_\_\_, of \_\_\_\_\_ County, Washington.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (seal)

“ASSIGNEE”

[CAPITAL PROVIDER OR DESIGNEE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

: ss.

COUNTY OF \_\_\_\_\_ )

On [MONTH] \_\_\_\_, 20\_\_ personally appeared before me, \_\_\_\_\_, who duly acknowledged to me that he/she executed the foregoing instrument on behalf of [CAPITAL PROVIDER OR DESIGNEE] in his/her capacity as \_\_\_\_\_ of [CAPITAL PROVIDER OR DESIGNEE]

\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A  
LEGAL DESCRIPTION