

6/10/14

## SCHEDULE 2.6: ASSIGNMENT OF SCWMS CONTRACTS AND INTANGIBLES

THIS ASSIGNMENT OF CONTRACTS AND INTANGIBLES ( "Assignment") is entered into as of the 29th day of June, 2014 (the "Execution Date"), by and between CLARK COUNTY, Washington, a political subdivision of the State of Washington ("Assignor"), and the DISCOVERY CLEAN WATER ALLIANCE, a Washington municipal corporation ("Assignee") (collectively, the "Parties"), who agree as follows:

1. Contracts and Intangibles. "Contracts and Intangibles" means (i) all warranties and guarantees; (ii) all ownership permits and operations permits; and (iii) all rights and duties under any other existing contracts.

2. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, transfers, and assigns to Assignee the entire right, title, and interest of Assignor in and to the Contracts and Intangibles relating to the SCWMS Infrastructure as defined in **Section 2.1** of the Clark County and Discovery Clean Water Alliance Salmon Creek Wastewater Management System Transfer Agreement (the "SCWMS Transfer Agreement"), the SCTPO Real Property as defined in **Section 2.2** of the SCWMS Transfer Agreement, the 36<sup>th</sup> Avenue Pump Station Real Property as defined in **Section 2.3** of the SCWMS Transfer Agreement, and the SCWMS Easements as defined in **Section 2.4** of the SCWMS Transfer Agreement. Assignor shall continue to be responsible for, and shall perform and satisfy its obligations under, the Contracts and Intangibles referenced in this **Section 2** insofar as such obligations relate to the period on or before the Execution Date of this Assignment. The assignment of warranties shall be on a non-exclusive basis, and Assignor reserves the right to pursue warranty claims in the event claims are brought against Assignor which might give Assignor claims under such warranties.

3. Future Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor shall, upon the Future Assignment Date, grant, transfer, and assign to Assignee the entire right, title, and interest of Assignor in and to the Contracts and Intangibles relating to the SCWMS Personal Property as defined in **Section 2.5** of the SCWMS Transfer Agreement. Assignor shall continue to be responsible for, and shall perform and satisfy its obligations under, the Contracts and Intangibles referenced in this **Section 3** insofar as such obligations relate to the period on or before the Future Assignment Date. The assignment of warranties shall be on a non-exclusive basis, and Assignor reserves the right to pursue warranty claims in the event claims are brought against Assignor which might give Assignor claims under such warranties.

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4. Future Assignment Date. The "Future Assignment Date" is that date of the expiration or termination of that "Clark County and Discovery Clean Water Alliance Operator Agreement," effective January 1, 2015.

5. Savings. In no event shall the grants, transfers, and assigns created in this Assignment be effective beyond the expiration of 21 years from the death of the survivors of the descendants of Joseph P. Kennedy, the late Ambassador of the United States to the Court of St. James's, living on the Execution Date of this Assignment.

6. Assumption. Assignee hereby assumes the covenants, agreements, and obligations of Assignor under the Contracts and Intangibles of **Sections** 2 and 3 of this Assignment which are applicable to the period and required to be performed from and after the Execution Date for the Contracts and Intangibles of **Section 2** and from and after the Future Assignment date for the Contracts and Intangibles of **Section 3**, but not otherwise. No person or entity other than Assignor shall be deemed a beneficiary of the provisions of this **Section 6**.

7. Jurisdiction and Venue. This Assignment shall be interpreted in accordance with the laws of the State of Washington. As against the other Party, the Assignor and the Assignee shall file suit to enforce this Agreement only in the Superior Court of Clark County, Washington.

8. Enforcement; Prevailing Party Costs. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either Party. If either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs, and expenses shall be recoverable by the prevailing Party.

9. Successors and Assigns. All of the provisions, conditions, regulations, and requirements of this Assignment shall be binding upon the successors and assigns of the Parties.

10. Power and Authority. Each Party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such Party represents and warrants to the other Party that he or she is fully empowered and authorized to do so.


11. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement, binding on all parties.

[Signatures Follow.]

6/10/14

ASSIGNOR:

**BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, WASHINGTON**

  
Tom Mielke, Chair

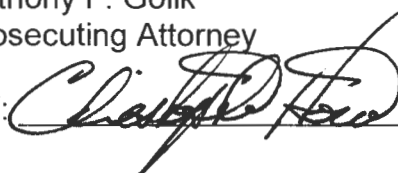
Date: 6/24/14

\_\_\_\_\_  
David Madore, Commissioner

\_\_\_\_\_  
Edward L. Barnes, Commissioner

Approved as to form only  
Anthony F. Golik  
Prosecuting Attorney


BY:



ASSIGNEE:

**DISCOVERY CLEAN WATER ALLIANCE,  
a Washington municipal corporation**

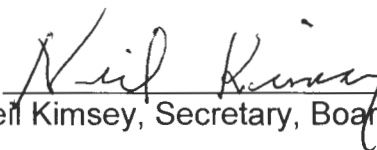
By:



Date: June 27, 2014

Ron Onslow, Chair, Board of Directors

Attest:



Neil Kimsey, Secretary, Board of Directors

Approved: \_\_\_\_\_

Hugh D. Spitzer, Alliance Attorney