

**Return Address:**

Hunton Andrews Kurth LLP  
 Attn.: Katy B. Abel, Esq.  
 1445 Ross Avenue, Suite 3700  
 Dallas, Texas 75202

**FIRST AMERICAN TITLE**

<b>Document Title(s):</b>
Assignment and Assumption of Declarant Rights
<b>Reference Number(s):</b>
Document No. 201308090081; and Document No. 201605180064
<b>Grantor:</b>
B33 SKAGIT VALLEY LLC, a Delaware limited liability company
<b>Grantee:</b>
SKAGIT VALLEY SQUARE, a Texas limited liability company
<b>Legal Description (abbreviated):</b>
West Parcel: Lots 4, 5 & 6, City of Mount Vernon Binding Site Plan No. MV-1-93, Skagit Valley Square, recorded 9/30/1993, Book 10 Short Plats, pages 240-246, No. 9309300143; ptn of NE ¼ of SE ¼ S 18, T 34 N, R 4 E, W.M., Skagit County, WA, Skagit County, WA.
East Parcel: Lots 1, 2, 7 and E 175' Lot 4 City of Mount Vernon Binding Site Plan No. MV-1-93 "Skagit Valley Square", recorded 9/30/1993, Book 10 Short Plats, Pages 240-246, No. 9309300143; ptn of NE ¼ of SE ¼ S 18, T 34 N, R 4 E, W.M., Skagit County, WA.
Full legal descriptions are on <b>Exhibit A</b> and <b>Exhibit B</b> of document.
<b>Assessor's Property Tax Parcel/Account Number(s):</b>
P26296; <b>P26284</b> ; P104614; <b>P104935</b> ; P104612; P104625; P104610; and P26287.

**ASSIGNMENT AND ASSUMPTION  
OF DECLARANT RIGHTS**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS (this "**Assignment**") is made as of March 14, 2022, by and between B33 SKAGIT VALLEY LLC, a Delaware limited liability company ("**Assignor**"); and SKAGIT VALLEY SQUARE LLC, a Texas limited liability company ("**Assignee**"), including its successors and assigns, having an address of 1717 Woodstead Court, Suite 298, The Woodlands, Texas 77380 ("**Assignee**").

**RECITALS:**

Assignor is the "Declarant" under that certain Declarations of Reciprocal Easements and Covenants, dated as of April 10, 2013 and recorded on August 9, 2013 as Document No. 201308090081, as amended by that certain First Amendment to Declarations of Reciprocal Easements and Covenants, dated as of May 18, 2016 and recorded on May 18, 2016 as Document No. 201605180064 (as amended, restated, or otherwise modified from time to time, the "**Declaration**"), encumbering the real property described on **Exhibit A** and **Exhibit B**.

Assignor desires to assign to Assignee, and Assignee desires to accept, an assignment of each and every one of the Declarant's rights, as set forth in the Declaration, and as otherwise set forth in this Assignment, and an assumption of Declarant's liabilities and obligations to the extent set forth in this Assignment.

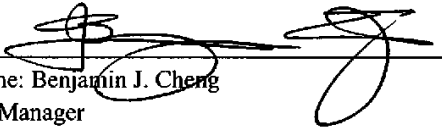
**NOW THEREFORE**, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee hereby agree:

1. The foregoing recitals are true and correct and incorporated herein.
2. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, each and every one of the rights, benefits and privileges of the Declarant as created by, and set forth in, or which arise out of, the Declaration accruing after the date of this Assignment.
3. Assignee hereby assumes all of the covenants, agreements, obligations and liabilities of Declarant, in any way related to, connected with, or arising from the Declaration to the extent such covenants, agreements, liabilities and/or obligations arise after the date of this Assignment or occur subsequent to the date of this Assignment.
4. The rights and privileges of Assignee hereunder shall inure to the benefit of its successors and assigns. Except as amended and modified herein, all other provisions of the Declaration shall remain in full force and effect.
5. Assignor agrees to indemnify, protect, defend and hold Assignee and its officers, directors, members, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) (collectively, "**Losses**") relating to the Declaration arising or accruing at any time prior to the date of this Assignment.
6. Assignee agrees to indemnify, protect, defend and hold Assignor and its officers, directors, members, partners, shareholders, employees and agents harmless from and against any third party Losses relating to the Declaration and first arising or accruing at any time on or after the date of this Assignment.



ASSIGNEE:

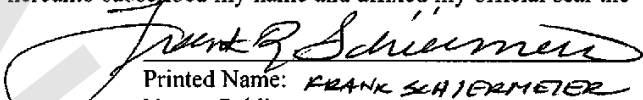
SKAGIT VALLEY SQUARE LLC,  
a Texas limited liability company

By:   
Name: Benjamin J. Cheng  
Its: Manager

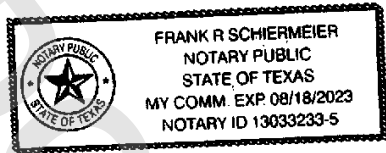
STATE OF TEXAS )  
 ) ss  
COUNTY OF MONTGOMERY )

On this    day of March, 2022, before me FRANK SCHIERMEIER, a Notary Public in and for said state, personally appeared Benjamin J. Cheng, Manager of SKAGIT VALLEY SQUARE LLC, a Texas limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

  
Printed Name: FRANK SCHIERMEIER  
Notary Public

My Commission Expires: 8.18.2023



**EXHIBIT A****Legal Description of the West Parcel**

Lots 4, 5, and 6, City of Mount Vernon Binding Site Plan No. MV-1-93, entitled Skagit Valley Square, approved September 29, 1993, recorded September 30, 1993 in Book 10 of Short Plats, pages 240-246, inclusive, under Auditor's File No. 9309300143 and being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M.;

EXCEPT that portion of the east 175 feet of said Lot 4 lying north of the South 50 feet, and south of the North 40 feet, thereof;

AND ALSO EXCEPT from all of the above those portions conveyed to the City of Mount Vernon, a municipal corporation, by deed recorded as Auditor's File No. 200804150168.

All being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M., Skagit County, Washington.

**EXHIBIT B****Legal Description of the East Parcel**

Lots 1, 2, 7, and the East 175 Feet of Lot 4, City of Mount Vernon Binding Site Plan No. MV-1-93 entitled "Skagit Valley Square" approved September 29, 1993 and recorded September 30, 1993 in Book 10 of Short Plats, Pages 240-246, inclusive as Auditor's File No. 9309300143;

EXCEPT from said East 175 feet of Lot 4 the South 50 feet thereof and the North 40 feet thereof;

AND ALSO EXCEPT from all of the above those portions conveyed to the City of Mount Vernon, a municipal corporation, by deed recorded as Auditor's File No. 200804150168;

All being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M., Skagit County, Washington.