

After recording, return to:  
Richard A. Finnigan  
2112 Black Lake Blvd., SW  
Olympia, WA 98512

## **ASSIGNMENT OF EASEMENTS AND WATER RIGHTS**

THIS ASSIGNMENT OF EASEMENTS AND WATER RIGHTS dated \_\_\_\_\_, 2015, is entered into by Eastwood Park Water Co., a Washington corporation ("Seller"), and Rainier View Water Company, Inc., a Washington corporation ("Purchaser"), hereinafter also collectively referred to as the "Parties" or individually referred to as a "Party."

WHEREAS, Purchaser is acquiring the water system assets of Seller located in Pierce County, Washington and used in connection with the water system owned by Seller and known generally as the Eastwood Park Water System (the "Water System").

WHEREAS, the Seller has agreed to assign all of their rights, title and interest in, to and under any existing easements and or water rights, as they may exist.

NOW THEREFORE, the Parties agree as follows:

1. Assignment and Assumption of Seller's Interest. Seller hereby assigns to Purchaser all of their right, title and interest in, to and under the easements identified on Exhibit 1 (the "Easements") and the water rights identified on Exhibit 2 (the "Water Rights"), together with all of Seller's right, title and interest in the property and fixtures located thereon. Subject to the terms and conditions set forth herein, Purchaser hereby accepts said assignments and agrees to assume all of Seller's rights, duties and obligations under the Easements arising from and after \_\_\_\_\_, 2015.
2. Seller's Warranties and Representations. Seller hereby warrants and represents to Purchaser that: (a) Seller is the sole owner of the easement holder's interest under the Easements and the water rights holder's interest under the Water Rights; and (b) that the same have not been otherwise assigned, subleased or otherwise transferred or encumbered.
3. Third Party. Nothing in this Assignment, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Assignment on any persons or

entities other than the Parties hereto and their respective successors. Nothing in this Assignment, whether expressed or implied, is intended to relieve or discharge the obligation or liability of any third party to this Assignment. No provision of this Assignment shall give any third party any right of subrogation or action over or against any Party to this Assignment.

4. Attorneys Fees and Costs. In the event of any conflict, claim or dispute between the parties hereto arising out of or relating to the subject matter of this Assignment, whether or not such conflict, claim or dispute has its basis in law or in equity, the substantially prevailing party shall be entitled to receive all reasonable costs and expenses of every sort whatsoever including, but not limited to, arbitrator's fees, mediation fees, deposition costs, expert witness fees, accounting expenses and actual attorneys' fees incurred or expended, whether or not arbitration or court proceedings are initiated, and including all such costs or expenses incurred or expended in arbitration, in trial, on appeal or in any bankruptcy or receivership proceeding.
5. Further Assurances. Each Party hereto will execute and deliver such further instruments and take such further action as may be required to carry out the intent and purpose of this Assignment.
6. Successors in Interest. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives and successors of the Parties hereto.
7. Waiver. No waiver of any provision of this Assignment shall be deemed to be a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party granting the waiver.
8. Incorporated by Reference. The exhibits attached hereto are incorporated herein by this reference as though set forth in full.

Seller:

EASTWOOD PARK WATER CO.

By: \_\_\_\_\_  
Christie Green, President

Address: PO Box 340  
Spanaway, WA 98387

Purchaser:

RAINIER VIEW WATER COMPANY, INC.

By: \_\_\_\_\_  
Neil Richardson, President

Address: PO Box 44427  
Tacoma, WA 98448



EXHIBIT 1

EASEMENTS

Any recorded or unrecorded easements for the benefit of Seller or Seller's predecessors-in-interest.

EXHIBIT 2

WATER RIGHTS

State of Washington, Department of Ecology Certificate of Water Right, Certificate No. G2-00015 C.