

EXHIBIT 3

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**Schedule 1.A
Water Systems**

	System (Name)	WA DOH ID #
1.	Stroh's Water Co., Inc. System	846703
2.	Cecil Montgomery Group B System	57751A

Schedule 1.2(a) Utility Systems

The Utility Systems include all water supply and treatment equipment and facilities, including but not limited to dams, wells, pumping equipment, connections, tanks, reservoirs, mains, pipes, meters and hydrants, as more particularly described or identified in the schedules, attachments, and exhibits to the Agreement and as specifically identified below:

Wells and Reservoirs

1. S03 Wellfield Wells # 4 at 42nd Avenue NW and 55th Street Ct NW
 - Drilled: May 1982
 - Depth: 300 feet
 - Flow: 180 gpm
2. S03 Wellfield Wells # 5 at 42nd Avenue NW and 55th Street Ct NW
 - Drilled: December 1982
 - Depth: 283 feet
 - Flow: 208 gpm
3. "Green Tank Reservoir" at 4122 55th Street Ct NW
 - Tank includes steel standpipe, 250K gallon capacity, and pump house
 - Two 10hp and two 40hp booster pumps
 - Bristol Chart Recorder
 - Kohler 100RZG 100Kw Generator and Propane Tank
 - Winco 30Kw Portable Diesel Generator, for Wells 4 & 5 backup power
4. S02 Well #2 at 3802 55th Street Ct NW
 - Drilled: June 1967
 - Depth: 316 feet
 - Flow: 52 gpm
5. S02 Well #3 at 3802 55th Street Ct NW
 - Drilled: February 1979
 - Depth: 319 feet
 - Flow: 60 gpm
6. Booster Station at 3802 55th Street Ct NW
 - Pump House 1
 - 1,144sf building
 - Four 10hp Booster Pumps
 - Pressure Tank
 - Compressor
 - Partlow Chart Recorder
 - 60K gallon, Concrete, Underground Reservoir
 - Pump House 2
 - 726sf building
 - Two 7.5hp Booster Pumps
 - Pressure Tank
 - Portable Compressor
 - 44K gallon, Concrete, Underground Reservoir

7. S04 Well #6 at Peacock Realty Pump House
 - Drilled: October 1971
 - Depth: 320 feet
 - Flow: 30 gpm

8. S04 Well #7 at Peacock Realty Pump House
 - Drilled: October 1992
 - Depth: 348 feet
 - Flow: 181 gpm

9. Peacock Realty Booster Station
 - Two 2hp Booster Pumps
 - Pressure Tank
 - Compressor
 - Radio Controls

10. S12 Dr. Kuntz Well #2 and Reservoir (Dr. Kuntz) at XXX 35th Street NW
 - Drilled: October 1992
 - Depth: 348 feet
 - Flow: 181 gpm
 - 10K gallon Steel Standpipe Reservoir

11. S01 Well #1 and Pressure Tank at 3408 Hunt Street
 - Drilled: February 1964
 - Depth: 290 feet
 - Flow: 44 gpm
 - 2K gallon Steel Pressure Tank

12. Mt. Baker Silo Reservoir at 3207 57th Street Ct
 - 209K gallon Standpipe Concrete Reservoir

Schedule 1.2(b)
Real Property and Easements

Parcels in Fee:

Those parcels, in fee simple, in Gig Harbor, Pierce County, State of Washington, generally located at or described as follows:

1. 42nd Avenue NW & 55th Street Ct NW (S03 Wellfield Wells #4 and #5)

Lot 9 of Edgewood Manor, Section 18, Township 21, Range 02, Quarter 41, currently identified by APN 3632000090.
2. 4122 55th Street Ct NW ("Green Tank Reservoir")

Lot 10 of Edgewood Manor, Section 18, Township 21, Range 02, Quarter 41, currently identified by APN 3632000100.
3. 3802 54th Street Ct NW (S02 Wells #2 and #3)

Section 18 Township 21 Range 02 Quarter 41 : COM NE COR OF SE TH S 175.66 FT M/L TO S LI OF A 60 FT R/W AS DESC IN INSTRUMENT REC UNDER AUD FEE # 2199188 & POB TH CONT S 115.34 FT TH S 86 DEG 53 MIN 11 SEC W 105 FT TH N 115.29 FT M/L TO S LI OF SD 60 FT R/W TH N 86 DEG 51 MIN 36 SEC E 105 FT TO POB SEG F 5628, currently identified by APN 0221184040.
4. 3802 55th Street Ct. NW

Section 18 Township 21 Range 02 Quarter 41 : COM NE COR OF SE TH S 00 DEG 34 MIN 49 SEC W 215.67 FT M/L TO S LI OF A 60 FT R/W DESC UNDER AUD FEE # 2199188 TH S 86 DEG 53 MIN 11 SEC W 105 FT TO POB TH CONT S 86 DEG 53 MIN 11 SEC W 40.47 FT TH S 00 DEG 29 MIN 43 SEC W 115.29 FT M/L TO S LI OF N 1/2 OF N 1/2 OF NE TH N 86 DEG 53 MIN 11 SEC E 40.47 FT TH N 00 DEG 29 MIN 43 SEC E 115.29 FT TO POB SEG F 7089, currently identified by APN 0221184046.
5. XXX 34th Avenue (S04 "Peacock Realty Pump House" Wells #6 and #7)

Section 17 Township 21 Range 02 Quarter 24 : REVISED PARCEL 'B' AS CAN BE FOUND ON SHORT PLAT AMENDMENT 95-05-05-0520 DESC AS FOLL BEG AT SW COR OF N 1/2 OF S 1/2 OF SE OF NW OF 17-21-02E TH S 88 DEG 24 MIN 06 SEC E ALG S LI OF SD SUBD 148 FT TH N 1 DEG 35 MIN 54 SEC E 25 FT TH N 88 DEG 24 MIN 06 SEC W 147.82 FT TO W LI OF SD SUBD TH S 2 DEG 00 MIN 39 SEC W ALG SD W LI 25 FT TO POB EXC W 30 FT THEREOF SUBJ TO AND TOG/W EASE & RESTRICTIONS OF REC OUT OF 2-099 & 02-21-17-6-021 SEG H-0022SG 07-31-95SG ETN 4534451 PROBLEM WITH LEGAL WORKED ON INTENT 07/21/2020MC, currently identified by APN 0221172118.
6. XXX 35th Street NW (S12 Dr. Kuntz Well #2)

Section 20 Township 21 Range 02 Quarter 33 : S 90 FT OF W 30 FT OF NW OF NE OF SW OF SW EASE OF RECORD OUT OF 3-040 SEG N-0100 SP EMS ETNS 861059 & 4534452 PROBLEM WITH LEGAL WORKED ON INTENT 07/21/2020MC, currently identified by APN 0221203052.

Water Rights and Water Storage Reservoirs:

See Schedule 1.2(d) (Water Rights Description)

Easements:

7. Easement from G.H.B. Co., a Colorado general partnership (Grantor) to Stroh's Water Company, Inc. (Grantee), encumbering the property described in the instrument, and currently identified by APN 0221192015, recorded on July 30, 1996 as Document Number 9607300215 and in Book 1250 at Page 3865.
8. Easement from G.H.B. Co., a Colorado general partnership (Grantor) to Stroh's Water Company, Inc. (Grantee), encumbering the property described in the instrument, and currently identified by APN 0221192022, recorded on July 30, 1996 as Document Number 9607300214 and in Book 1250 at Page 3855.
9. Easement from Kirk Harr – Harr Construction (Grantor) to Stroh's Water Co., Inc., a Washington corporation (Grantee), encumbering the property described in the instrument, and currently identified by APN 4000870110, recorded on July 19, 1993 as Document Number 9307190435 in Book 0910 at Page 1981.
10. Unrecorded Easement from Kirk Harr – Harr Construction (Grantor) to Stroh's Water Company, Inc., a Washington corporation (Grantee), encumbering the property described in the instrument, dated September 2, 1994.
11. Waterline Easement Dedication from Gig Harbor Ford, Inc. (Grantor) to Stroh's Water Company (Grantee) encumbering the property described in the instrument, and then identified by APN 0221172017, recorded on March 17, 1998 as Document Number 9803170104.
12. Dedication Waterline Easement from Gig Harbor Ford, Inc. (Grantor) to Stroh's Water Company (Grantee) encumbering the property described in the instrument, and then identified by APN 0221172017, recorded on April 7, 1998 as Document Number 9804070782.
13. Waterline Easement from Frederick Paulson (Grantor) to Stroh's Water Company, Inc. (Grantee), encumbering the property described in the instrument, and then identified by APN 0121134003, recorded on Sept. 2, 2003 as Document Number 200309020939.
14. Easement from Discovery Baptist Church (Grantor) to Stroh's Water Company (Grantee) encumbering the property described in Exhibit "A" and shown in the map attached as Exhibit "B", attached to the instrument, and then identified by APN 0221182113, recorded on July 29, 2021 as Document Number 202107290685.
15. Unrecorded Waterline Easement from John Holmaas (WH Gig Harbor, LLC) (Grantor) to Stroh's Water Company, Inc. (Grantee), encumbering the parcels then identified by APN 0221172115 and 0221172122, dated December 18, 2017.
16. Easement from Gig Harbor Retirement Residence LLC, an Oregon limited liability company (Grantor) to Stroh's Water Company, Inc., a Washington corporation (Grantee), with the Consent and Subordination of Lender, Wells Fargo Bank, encumbering the property described in Schedule 1 and shown in Exhibit "A", attached to the instrument, and then identified by APN 0221177058, recorded on June 8, 2009 as Document Number 200906080534.
17. Non-Exclusive Access Easement and Agreement from Nolabari, Inc., a Washington corporation (Grantor) to Stroh's Water Co., Inc., a Washington corporation (Grantee), encumbering the property described in Exhibit "A" attached to the instrument, and then identified by APN 0221176027, recorded on August 18, 1998 as Document Number 9808180684, and re-recorded on September 23, 1998 as Document Number 9809230546.
18. Perpetual Use Easement from Talmo, Inc., a Washington corporation (Grantor) to Harbor Water Co., Inc., a Washington corporation (Grantee), encumbering the property described in the instrument, currently identified by APNs 0221172118, -6027, -6026, -6031, and -6801 (for "RESERVOIR AND ALL

NECESSARY PIPE LINES TO AND FROM SAID RESERVOIR”), and recorded on May 11, 1981 as Document Number 8105110270 in Book 036 at Page 2817.

19. Waterline Easement from Charles E. Olson, LLC (Grantor) to Stroh's Water Company, Inc. (Grantee), encumbering the property described in the instrument, and then identified by APN 4555000130, recorded on April 4, 2002 as Document Number 200204040806.

20. Easement from Olympic Dr[ive] Land LLC (Grantor) to Stroh's Water Company (Grantee), encumbering the property described in Exhibit “A” attached to the instrument, and currently identified by APN 0221177052, recorded on March 25, 2008 as Document Number 200803251150.

21. Utility Easement from Peninsula School District No. 401, a Washington municipal corporation (Grantor) to Stroh's Water Company, Inc., a Washington corporation (Grantee), encumbering the property described in Exhibit “A” attached to the instrument, and currently identified by APNs 0221194045, -046, -047, and -048, recorded on October 31, 1994 as Document Number 9410310581 in Book 1073 at Page 2180.

22. Water Line Easement from Ellery M. Cram and Bette Cram, as husband and wife (Grantor) to Stroh's Water Co., Inc. (Grantee), encumbering the property at 5503 Wollochet Drive NW, Gig Harbor, Washington and more particularly described in the instrument, currently identified by APN 0221183028, recorded on October 14, 2003 as Document Number 200310140925.

23. Easement from Frederick and Dorothy Stroh, as husband and wife (Grantor) to Stroh Water Company (Grantee), encumbering the property described in the instrument, currently identified by APN 3632000090, recorded on February 5, 1990, as Document Number 9002050142 in Book 0591 at Page 0045.

24. Easement from Dorothy M. Stroh (Grantor) to Stroh's Water Company (Grantee), encumbering the property described in Exhibit “A” attached to the instrument, and then identified by APN 0221172119, recorded on March 1, 2007 as Document Number 200703011077.

25. Easement Reservation and Dedication from H & T Enterprises (Grantor) to Peninsula Light Company; Telephone Utilities of Washington, Inc.; Viacom Cablevision; Washington Natural Gas Company; and Stroh's Water Company (as Grantee), encumbering the property described in the instrument, currently identified by APN [_____], recorded on January 29, 1996 as Document Number 9601290442 in Book 1193 at Page 1080.

26. Easement from Wollochet Shores Home Owners' Association (Grantor) to Stroh's Water Company, Inc. (Grantee), encumbering the property described in the instrument, currently identified by APN 4000300011 (designated Open Space), recorded on July 30, 1996 as Document Number 9607300216 in Book 1250 at Page 3857.

27. Easement from Cecil Montgomery and Kathleen C. Montgomery (Grantor) to Stroh's Water Company, Inc., a Washington corporation (Grantee), encumbering the property described in the instrument and currently identified by APN 0221198032, recorded on April 7, 1989, as Document Number 8904070160.

28. Easement from F. P. Peacock and Alta F. Peacock, husband and wife (Grantor) to Harbor Pump and Water Co., a Washington corporation (Grantee), encumbering the property described in the instrument and currently identified by APN [_____], recorded on [_____], as Document Number [_____] in Book [_____] at Page [_____].

**Schedule 1.2(c)
Equipment List**

1. All the personal property kept at 3408 Hunt Street (APN 2088002110), except for any personal property identified as an Excluded Asset.

Schedule 1.2(d)
Water Rights Schedule

The Water Rights include all rights as evidenced by the certificates attached behind this cover.

Schedule 1.2(e)
Other Assets

1. 1999 Chevrolet K1500 Pickup Truck (VIN 1GCEK1983XR109680).
2. Winco 30Kw Portable Diesel Generator, for Wells 4 & 5 backup power, at Green Tank Reservoir.
3. Powermate Portable Gas Generator, 8750 max watts, 7000 running watts at Montgomery "B" System.

Schedule 1.2(f)
Inventory

All inventory in Seller's possession at the Closing Date, which may include meter setters, meter boxes, meters, replacement meter box lids, and assorted PVC fittings except for Excluded Assets.

Schedule 1.2(j)
Company Deposits

Construction Deposits for Projects Pending or In-Progress:

1. \$6,150.00 (of estimated \$12,300 total cost) from Wimbledon Residential Development for estimated costs for 13 lot, 15 services.

**Schedule 1.2(k)
Customer Deposits**

All Customer Deposits in Seller's possession at Closing.

Schedule 1.2(I)
Other Intangible Property

1. Goodwill

**Schedule 1.2(m)
Excluded Assets**

Excluded Property and Equipment:

1. The Midway Well and property at 4020 Murphy Drive NW.
2. The well identified as Well #8.

Exclusions from Inventory:

1. Any Inventory (equipment, materials, and goods) in Seller's inventory at Closing that contains or is deemed a Hazardous Material and any inventory that Purchaser has identified to or labeled as being an excluded from Inventory before Closing.

Schedule 2.1
Liabilities Being Assumed (by Buyer)

NONE.

Schedule 2.2(a)
Water Service Obligation Letter (COWAs)

List of current customers attached behind this cover.

Schedule 2.2(a)
Will Serve Letter (COWAs)

Active Certificates of Water Availability (COWA)

1. 5111 57th Ave NW, APN 3000860090, Lot 9 Wollochet Creek Estates. Huber Properties. 1 meter – 1-inch. COWA expiration date 8/17/24.
2. 3806, 3618 Olson Dr N, APN 0221194052 and 0221194053. Kensington Gardens (Kelly Watson) – 10 ERU's WITH RESTRICTIONS. COWA expiration date 11/24/2024.
3. [] 55th St Ct NW, APN 363200080 and 363200070. Stroh Family Lots – 2 meters (setters installed). COWA expiration date 9/21/2024.

Pending/Under Construction

1. Hunt St NW & 38th Ave NW, APN 0221181067. Rush Residential – 13 lots, 15 meters (2 HOA irrigation), currently under construction. Construction deposit received.

Committed/No Current COWA Issued

1. 5006 57th Ave NW, APN 3000860060, Lot 6, Wollochet Creek Estates. 1 meter, 1-inch
2. 5002 57th Ave NW, APN 3000860070, Lot 7, Wollochet Creek Estates. 1 meter, 1-inch
3. 6202 38th Ave NW, APN 0221181013, Wagner, 3 meters

Committed/Meter Setter Installed

1. 3616 38th Ave NW, APN 0221203013, Igor Sayenko, 1 meter (1-inch). OWES HOOK UP FEE plus additional cost for 1-inch meter.
2. 3907 Murphy Dr NW, APN 0221184007, Jeff Mitchell, 1 meter. OWES HOOK UP FEE.
3. 3304 56th St, APN 4003310010, Olympic Drive Properties, 1-1/2 inch meter installed, ALL FEES PAID IN FULL, INCLUDING HOOK UP FEE.
4. 3915 38th Ave NW, APN 0221203044, Michell Luckey, setter installed, ALL FEES PAID INCLUDING HOOK UP FEE.
5. 3208 57th St Ct, APN 4001490010, Nelick, Westside Business Park, Lot 1. OWES HOOK UP FEE.
6. 5504, 5520, 5610 55th Ave NW, APN 0121134048 (Mastras), APN 0121134047 (Stroh), APN 0121131031 (Cyr), 3 meters. EACH OWES HOOK UP FEES for meter when needed.
7. 4020 Murphy Dr NW, APN 0221184025, Earle. Meter setter installed. Hook up fee not charged. Available on request to replace last hook up to Midway well.

**Schedule 2.5
Assumption Agreement**

[Intentionally Omitted]

Schedule 3.2
Allocation of Purchase Price

[Determined by Closing]

Schedule 6.4
Absence of Specified Changes, Claims, and Litigation (Exceptions)

NONE.

Schedule 6.6
Real Property Leased to or by Seller

NONE.

Schedule 6.7
Lease of Tangible Personal Property

NONE.

Schedule 6.8
Defects in Assets and Property

1. Well #1 has not been in service for more than 2 years and there are known issues with either the well pump or the well itself. This issue was initially diagnosed as a sanding problem requiring a pump replacement. After the pump was replaced, there were customer complaints regarding dissolved air and the well pump was shut off again. Washington Water, as the current operator of the system, is aware of this issue..

2. Compressor – Back up compressor at 44K-gallon reservoir pump house needs repairs.

Schedule 6.11
Condition of Physical Assets (Exception)

NONE.

**Schedule 6.12
Current and Pending Litigation**

NONE.

Schedule 6.13
Washington DOH Outstanding Orders or Investigations

NONE.

Schedule 6.17
Other Contracts and Obligations

NONE.

**Schedule 6.18
Violations of Law**

NONE.

Schedule 6.19
Violations of Water Quality Regulations and Requirements

NONE.

Schedule 6.20
Status of Water Rights (Exceptions)

NONE.

Schedule 6.21
Licenses and Permits Held by Seller

1. State of Washington, Public Water System Operating Permit, Category Green, issued to Stroh's Water Company Inc. (ID #84670 3), valid through May 2022.
2. [REDACTED] 2021 Annual Permit; Group B Public Water System from the Tacoma – Pierce County Health Department, expiring December 31, 2021, for the "Montgomery #2 Water System" (State ID # 57751A), with any renewals
3. Nonexclusive Franchise granted to Stroh's Water Company, Inc. by Pierce County, Washington, under county Ordinance No. 2020-31, passed July 21, 2020 and recorded August 25, 2020 as Document Number 202008251132.

Schedule 8.5(b)
Transactions Exceeding \$20,000.00

NONE.

Schedule 8.5(c)
Capital Expenditures Exceeding \$5,000.00

NONE.

**Schedule 8.12
Easement Descriptions**

[Reserved]

Schedule 8.13(a)
Form of Bill of Sale

[Attached behind cover page.]

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Stroh's Water Company, Inc., a Washington corporation, of Pierce County, Washington, in consideration of the payment of the sum of _____ dollars (\$_____), receipt of payment acknowledged, do hereby sell and transfer to Washington Water Service Company, a Washington corporation, Buyer, whose address is 14519 Peacock Hill Avenue, Gig Harbor, Washington 98335, its successors and assigns, the following described personal property located in the County of Pierce, State of Washington:

A water line and its appurtenances across, over, and upon parcel _____, known as _____, including water mains, valves, hydrants, and meters up to and including, *but not beyond*, meters, hydrants and post indicator valves.

Seller warrants that he/she is the lawful owner in every respect of all of the described property and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

Seller binds Seller, his/her successors and assigns, to warrant and defend the title to all of the described property to Buyer, his/her successors and assigns, forever against every person lawfully claiming the described property or any part of it.

This Bill of Sale shall be effective as to the transfer of all property listed in it as of _____ [date].

IN WITNESS WHEREOF, this Bill of Sale is executed on _____ [date].

Seller's Signature

Seller's Typed or Printed Name

State of Washington
County of _____

Before me, the undersigned authority, on this day appeared _____ [name of seller], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes and consideration expressed in the instrument. Given under my hand and seal of office on _____ [date].

Notary's Signature

Notary's Typed Name

My commission expires: _____

Schedule 8.13(b)
Form of Deed

[Attached behind cover page.]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Washington Water Service Company
14519 Peacock Hill Ave. NW
Gig Harbor, WA 98332
Attn: Matt Brown, General Manager

(Above Space For Recorder's Use Only)

GRANT DEED

Documentary Transfer Tax: \$ _____ (signature of declarant or agent determining tax)

- Computed on full value of property conveyed, or
- Computed on full value less liens and encumbrances remaining at time of sale

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, STROH'S WATER COMPANY, INC., a Washington corporation ("**Grantor**") hereby GRANTS to WASHINGTON WATER SERVICE COMPANY, a Washington corporation ("**Grantee**") that certain real property in the City of Gig Harbor, County of Pierce, State of Washington, which is more particularly described on **Exhibit A** which is attached hereto and incorporated herein by this reference.

EXECUTED this ___ day of _____, 20__.

GRANTOR:

STROH'S WATER COMPANY, INC.,
a Washington corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Washington)

County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

EXHIBIT A
[Legal Description of the Property]

Schedule 8.13(c)
Form of Assignment of Easement

[Attached behind cover page.]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Washington Water Service Company
14519 Peacock Hill Ave. NW
Gig Harbor, WA 98332
Attn: Matt Brown, General Manager

(Above Space For Recorder's Use Only)

**ASSIGNMENT OF EASEMENTS
(QUITCLAIM DEED)**

Documentary Transfer Tax: \$ _____ (signature of declarant or agent determining tax)

- Computed on full value of property conveyed, or
- Computed on full value less liens and encumbrances remaining at time of sale

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, STROH'S WATER COMPANY, INC., a Washington corporation ("**Assignor**"), does hereby ASSIGN, REMISE, RELEASE, AND FOREVER QUITCLAIM to WASHINGTON WATER SERVICE COMPANY, a Washington corporation ("**Assignee**") all of Assignor's rights, title to and interest in the easements more particularly described in **Exhibit A** which is attached hereto and incorporated herein by this reference.

This Assignment of Easements (Quitclaim Deed) is made pursuant to and in accordance with that certain Asset and Real Property Purchase and Sale Agreement dated February 1, 2022 between Assignor and Assignee.

EXECUTED this ___ day of _____, 20__.

ASSIGNOR:

STROH'S WATER COMPANY,
a Washington corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Washington)

County of _____)

On _____, before me, _____,
(insert name of notary)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
[Description of Easements]

Schedule 8.13(d)
Form of Assignment of Intangible Property

[Attached behind cover page.]

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY ("**Assignment**") is made as of the ____ day of _____, 20__ (the "**Effective Date**") by and between STROH'S WATER COMPANY, INC., a Washington corporation ("**Assignor**"), and WASHINGTON WATER SERVICE COMPANY, a Washington corporation ("**Assignee**").

RECITALS

A. Assignor and Assignee entered into that certain Asset and Real Property Purchase Agreement dated _____ ("**Agreement**") with respect to the sale of certain Water Systems (as defined in the Agreement). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

B. Pursuant to the Agreement, Assignor is obligated to assign and transfer to Assignee all of the interest of Assignor in (1) any intangible personal property owned by and in the possession of Assignor and used in connection with the construction, development, ownership, operation, use, occupancy or enjoyment of the Water Systems (2) any and all contracts, warranties, guarantees, agreements, utility contracts, operating and customer account records, maps and drawings, permits, franchises, licenses, claims, grants, certificates and privileges and other rights owned by Assignor relating to or used in connection with the ownership, operation, use, occupancy or enjoyment of all or any part of the Water Systems (all of which are collectively referred to as "**Other Intangible Property**"). Other Intangible Property includes, without limitation, the property identified in the attached Exhibit 1.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

1. Assignment and Assumption of Other Intangible Property. Assignor hereby assigns, sells, transfers, sets over and delivers to Assignee all of Assignor's right, title and interest in and to the Other Intangible Property and Assignee hereby accepts such assignment.

2. Indemnification.

2.1. Assignee's Indemnity. Assignee shall indemnify, defend and hold harmless Assignor and Assignor's employees, partners, members, officers, directors, attorneys, agents and affiliates, and their predecessors, successors and assigns, from and against all liabilities, claims, losses, actions, damages, fines, costs, expenses, causes of action and demands against them or any of them arising out of, or in any way connected with, Assignee's obligations relative to the Other Intangible Property to the extent they first accrue and are applicable to a period on or after the Effective Date of this Assignment.

2.2. Assignor's Indemnity. Assignor shall indemnify, defend and hold harmless Assignee and Assignee's employees, partners, subsidiaries, parents, shareholders, officers, directors, attorneys, agents and affiliates, and their predecessors, successors and assigns, from and against all liabilities, claims, losses, actions, damages, fines, costs, expenses, causes of action and demands against them or any of them arising out of, or in any way connected with, Assignor's obligations relative to the Other Intangible Property to the extent they first accrue and are applicable to a period before the Effective Date of this Assignment.

3. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

4. **Governing Law.** This Assignment and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of Washington.
5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall constitute an original. This Assignment shall only be effective if a counterpart is signed by both Assignor and Assignee.
6. **Survival.** The provisions of this Assignment shall survive the Closing.
7. **Attorneys' Fees.** In any action between the parties to enforce any of the terms or provisions of this Assignment, the prevailing party in the action shall be entitled to recover from the non-prevailing party, in addition to damages, injunctive relief or other relief, its reasonable costs and expenses, including, without limitation, costs and reasonable attorneys' fees.
8. **Severability.** If any provision of this Assignment shall be held invalid or unenforceable for any reason and to any extent, the remainder of this Assignment shall not be affected, but shall be enforced to the greatest extent permitted by law.
9. **Merger.** This Assignment and the Agreement contain the entire understanding between the parties relating to the sale, assignment, transfer, conveyance and delivery of the Other Intangible Property from Assignor to Assignee. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Assignment and the Agreement. This Assignment may be modified only in writing executed by both Assignor and Assignee. Nothing contained in this Assignment is intended to terminate or affect the validity of any of the representations or warranties contained in the Agreement which shall survive the Closing under the Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment intending it to be effective as of the date first set forth above.

ASSIGNOR:

STROH'S WATER COMPANY, INC.,
a Washington corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ASSIGNEE:

WASHINGTON WATER SERVICE COMPANY,
a Washington corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Exhibit 1

Partial Description of Other Intangible Property:

1. All maps, documents, as-built drawings, computer generated drawings and other records pertinent to the Water Systems.
2. [*Identify Other Items*]

**Schedule 10.8
Seller's Certification**

The undersigned STROH'S WATER COMPANY, INC., a Washington corporation ("**Seller**"), hereby certifies that the representations and warranties of Seller contained in that certain Asset and Real Property Purchase and Sale Agreement dated _____ (the "**Agreement**"), by and between WASHINGTON WATER SERVICE COMPANY, a Washington corporation ("**Purchaser**"), and Seller, are true, correct and complete, as required under Section 6 of the Agreement, which representations and warranties of Seller (i) are incorporated herein as though set out in full herein and (ii) are deemed to be made again by Seller as of the date of this certificate.

This certificate is given by Seller to the Purchaser pursuant to Section 10.8 of the Agreement with the understanding that all matters referenced above are material to the decision of the Purchaser to close the sale and purchase contemplated by the Agreement on the date of this certificate and the Purchaser is acting in reliance thereon.

Dated _____

STROH'S WATER COMPANY, INC.
a Washington corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

**Schedule 11.5
Purchaser's Certification**

The undersigned WASHINGTON WATER SERVICE COMPANY, a Washington corporation ("**Purchaser**"), hereby certifies that the representations and warranties of Purchaser contained in that certain Asset and Real Property Purchase and Sale Agreement dated _____ (the "**Agreement**"), by and between STROH'S WATER COMPANY, INC., a Washington corporation ("**Seller**"), and Purchaser, are true, correct and complete, which representations and warranties of Purchaser (i) are incorporated herein as though set out in full herein and (ii) are deemed to be made again by Purchaser as of the date of this certificate.

This certificate is given by Purchaser to the Seller pursuant to Section 11.5 of the Agreement with the understanding that all matters referenced above are material to the decision of the Seller to close the sale and purchase contemplated by the Agreement on the date of this certificate and the Seller is acting in reliance thereon.

Dated _____

WASHINGTON WATER SERVICE COMPANY
a Washington corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule 12.2
Indemnification Limitations (Exceptions)

[Reserved]

**Schedule 14.1
Seller's Employees**

NONE.

Exhibit 1
Operation Agreement

[Attached behind cover page.]