

WATER INDUSTRY

APPLICATION FOR SALE AND TRANSFER OF ASSETS AND TARIFF ADOPTION

Per RCW 80.12 and WAC 480-143

APPLICANT INFORMATION

PREVIOUS COMPANY/OWNER NAME: Canterwood Water Company, Inc.

Work Phone: 253-851-1645

Cell Phone: _____

Mailing Address: 5727 Baker Way NW #101
Gig Harbor, WA 98332

Physical address (if different):

Street/PO Box: _____

Street: _____

City, State Zip: _____

City, State, Zip: _____

Unified Business Identifier (UBI): 601 272 645

DOH ID Number: 058599

Email: russell@canterwood.com

Regulated since: Nov. 15, 1990

No. of Customers Served: Approximately 800

No. of Systems: 1

CO-APPLICANT'S INFORMATION

NEW COMPANY/OWNER NAME: Peninsula Light Company ("Peninsula")

Work Phone: 253-857-5950

Cell Phone: 253-549-3084

Mailing Address: Peninsula Light Company

Physical address: (if different):

Street/PO Box: 13315 Goodnough Dr NW

Street: _____

City, State Zip: Gig Harbor, WA 98332

City, State, Zip: _____

Unified Business Identifier (UBI): 273000038

DOH ID Number: SMA # 118

Email: kevinm@penlight.org

Regulated since: NA

No. of Customers Served: 3012

No. of Systems: 119

EXHIBITS INCLUDED WITH THIS APPLICATION

(Check all that applies)

- | | | |
|-----------|--|-------------------------------------|
| Exhibit 1 | Signed Agreement on the Sale and Assets | <input checked="" type="checkbox"/> |
| Exhibit 2 | Previous Company/Owner Name (Prior to Sale)—Canterwood Water Company | <input checked="" type="checkbox"/> |
| | Income Statement—See Attached | <input checked="" type="checkbox"/> |
| | Balance Sheet—See Attached | <input checked="" type="checkbox"/> |
| | Asset Listing (Account 101)—See Attached. See also Exhibits A-F to Asset Purchase and Sale Agreement | <input checked="" type="checkbox"/> |
| | Depreciation Schedule—See Attached. See also Exhibit A to Asset Purchase and Sale Agreement | <input checked="" type="checkbox"/> |
| | Summary of Outstanding Securities -- 100% of Canterwood Water Company, Inc. shares are owned by the Canterwood Development Company. However, this is an asset sale; no shares are being transferred. | <input checked="" type="checkbox"/> |
| Exhibit 3 | New Company/Owner Name (After Sale)—Peninsula Light Company ("PLC") | <input checked="" type="checkbox"/> |
| | Income Statement for PLC Water Division—See Attached | <input checked="" type="checkbox"/> |
| | Balance Sheet for PLC Water Division—See Attached | <input checked="" type="checkbox"/> |
| | Asset Listing (Account 101)—PLC Water Division -- See Attached | <input checked="" type="checkbox"/> |
| | Depreciation Schedule—PLC Water Division—See Attached | <input checked="" type="checkbox"/> |
| | Summary of Outstanding Securities -- Not Applicable. | <input type="checkbox"/> |
| Exhibit 4 | Tariff schedule. Not Applicable. | <input type="checkbox"/> |
| Exhibit 5 | Customer Notice of Sale and Transfer of Water System—See Exhibit 5 | <input checked="" type="checkbox"/> |

METHOD OF FINANCE

The purchase price for assets under this agreement is \$ 1,850,000, payable in cash on closing.

TRANSFER IS IN THE PUBLIC INTEREST

The benefits of this acquisition of company assets and sale of the water system(s) include:

- expanded financial resources,

- ✦ in-house engineering, and water quality staff to provide all aspects of water system repair and operations,
- ✦ Peninsula is a not-for-profit member owned and local governed cooperative utility. As a member owned and locally governed utility there is an identity of interests of the persons being served and the member/owners who elect the governing board of the utility which sets rates and terms of service.
- ✦ Peninsula participates in local emergency management programs, which can provide resources in the event of an emergency.
- ✦ Peninsula is a member of the Pierce County Regional Water Cooperative, which shares resources and pools buying power with vendors.

The previous owners of Canterwood Water Company no longer desire to own and operate their public water system. Customers were notified of the sale and transfer along with their most recent billings.

Canterwood's existing water service policies and tariffs will not change during the period the Commission considering the proposed transfer. Any future changes will be the responsibility of Peninsula. Peninsula will notify you before any future tariff or service policy changes.

Peninsula currently manages the Canterwood Water System. The current staff of Peninsula will continue to handle operations and maintenance of the water system during the pendency of the transfer under the leadership of Jafar Taghavi, CEO and Operations Director, Mike McNellis.

As a result of the sale and transfer of assets, the water rates and service charges will not change. Any future changes will be the responsibility of Peninsula. Peninsula will notify customers before any future tariff or service policy changes.

CERTIFICATION

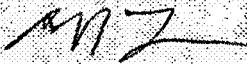
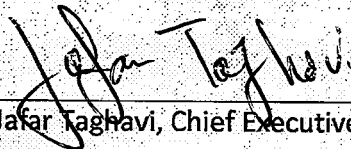
Applicants certify that the information in this application and exhibits are true and correct to the best of the signer's information and belief under penalty of perjury as set forth in RCW 9A.72.085.

PRAYER

Based on the foregoing, the Applicants request approval of their Application respectfully submitted this 10 day of August 2018.

Canterwood Water Company (Seller)

Peninsula Light Company (Buyer)

Russell Tanner, President

Jafar Taghavi, Chief Executive Officer

8/10/18

August 14, 2018

Date

Date

Exhibit 1-- Signed Agreement on the Sale and Assets--

See Attached.

ASSET PURCHASE AGREEMENT BETWEEN PENINSULA LIGHT COMPANY AND CANTERWOOD WATER COMPANY, INC.

This Asset Purchase Agreement dated August 16, 2018 is by and between Peninsula Light Company ("Buyer"), a Washington mutual corporation, and Canterwood Water Company, Inc., a wholly owned subsidiary of the Canterwood Development Company, Inc., a Washington for-profit corporation, together hereafter referred to as "Seller."

Recitals:

- A. Seller owns and operates a public water system regulated by the Washington State Utilities and Transportation Commission ("WUTC"), the Washington Department of Health, and the Tacoma/Pierce County Department of Health, that is called the Canterwood Water System (ID # #058599) (the "Water System"). The Water System is located in Northeast Pierce County. The Water System serves approximately 807 existing residential and commercial customers through metered connections.
- B. All of the activities and operations of the Water System shall be referred to as the "Business." Seller desires to sell and Buyer desires to purchase from Seller the Water System, the Business, and all of the Assets (as defined and described in this Agreement) that are owned or used by Seller to operate the Water System and to conduct the Business, for the consideration and upon the other terms and conditions set forth in this Agreement.
- C. Seller and Buyer believe that in view of the Buyer's experience in owning, operating and managing water systems and the Buyer's financial resources, the sale of the Assets is in the best interest of the population served by the Water System.

AGREEMENT

Now, Therefore, the parties hereby agree as follows:

1. **Purchase and Sale of Water System Assets of Seller.** Upon the terms and conditions set forth in this Agreement including: (a) Buyer's right to perform due diligence to Buyer's satisfaction prior to Closing, including environmental due diligence with respect to title to any of the Water System Assets, a review of Seller's Books and Records, confirmation that the Assets and the Business upon transfer will otherwise conform to the terms of this Agreement, and (b) subject to the approval of this transaction by the WUTC, at Closing Seller shall sell to Buyer, and Buyer shall purchase from Seller, free and clear of all encumbrances, all of Seller's right, title and interest in and to the Water System, the Business and the below listed and described Assets, whether tangible or intangible, real or personal. Seller shall deliver to Buyer appropriate bills of sale, assignments, statutory warranty or other grant deeds or other documents of conveyance necessary to effect the transfer of title to the Assets to Buyer.

The effective date of the sale ("Effective Date") shall be the earlier of: September 1, 2018 or the date the purchase and sale and transfer of the Assets is approved by Order of the Washington Utilities and Transportation Commission. The Assets to be transferred include the following:

1.1 Tangible Personal Property. All water equipment and facilities, wells, pumping equipment, connections, tanks, reservoirs, mains, meters and hydrants owned by Seller, and all machinery, equipment, fixtures, tools, supplies, spare parts, furniture, and all other tangible personal property and assets owned or leased by Seller ("Personal Property") and used to operate the Water System, or that are related to the Business, including, without limitation, the Assets identified in the Asset List and Depreciation schedule for 2016 attached to Exhibit A and any update of said schedule. There are no other tangible assets than the foregoing.

1.2 Real Property and Easements. All interests in real property, easements and other real property rights owned by Seller or to which Seller is in the process of obtaining title, including without limitation, any prescriptive rights and any protective covenants, which are used to operate or in connection with the Water System and the Business, and all of the real property on which the water treatment, source pumps, booster pumps, storage tanks and other Water System facilities and equipment necessary to operate the Business are located. Prior to Closing, Seller will provide a preliminary title commitment that covers the real property owned by Seller and any easements held by Seller, for Buyer's review and approval. At Closing, Seller will deliver to Buyer statutory warranty or other deeds, assignments of easement or other standard documents of conveyance to effect transfer of title to all such real property and easements owned or held by Seller, together with all privileges and appurtenances thereto and all plants, building, structures, installations, fixtures, improvements, betterments and additions situated thereon; all, which are identified and described in Exhibit B. Provided, the Water Supply and Third Party Contract Agreement recorded in the Pierce County land records under AFN 8303230132, is hereby cancelled and terminated.

As reasonably necessary for Buyer for the provision of electric or water utility services by Buyer to any member of Buyer or other person requesting electric or water service from Buyer, Seller shall provide Buyer with temporary, or permanent, safe and reliable access to, and use of, any portion of any real or personal property in which the Seller possesses any legal right. In addition, Seller shall, without charge to Buyer, execute any document reasonably requested by Seller, to grant and convey to Seller any written or oral easement, right-of-way, license, or other property interest in any real or personal property in which Seller possesses any legal right and which the Buyer determines is reasonably necessary to: (a) Purchase, install, construct, inspect, monitor, operate, repair, maintain, remove, or relocate any equipment of Buyer; (b) Provide, monitor, measure, or maintain any utility service provided by the Buyer; or (c) Satisfy or facilitate any obligation incurred, or right granted, by the Buyer regarding the use of equipment of the corporation; or (d) Safely, reliably, and efficiently: (1) operate the Buyer's utility business; or (2) provide any cooperative service.

1.3 Inventories. All Inventories of supplies, raw materials, work-in-process and finished goods of the Business, wherever located, including Inventories located in or about Seller's Facilities, at Seller's vendors, in transit to Seller's Facilities, at Seller's customers or in transit to any customer of Seller, provided that title has not passed to such customer of Seller ("Inventories"). Inventories, if any, are identified and listed in Exhibit C.

1.4 Intangible Property and Contracts. All of the intangible and intellectual property relating to the Business which the Seller possesses and has the right to transfer, including all Marks, whether registered or unregistered, trade secrets, processes and all applications for registration thereof and all other proprietary business information. All contract rights, benefits, duties and obligations that Seller possesses and has the right to transfer including all written or oral contracts, agreements, indentures, warranties, guarantees, utility contracts, conditional sales contracts, licenses, franchises, water rights, claims, prepaid expenses, deposits with government agencies, vendors or other entities, all grants, certificates, licenses, permits, privileges and other rights owned by Seller, and commitments or other arrangements or agreements and understandings relating to or used in connection with operation, use, occupancy or enjoyment of the Water System and the Business.

1.5 Data, Books and Records. Copies of all books, records, files, all operating and customer lists and accounting and financial records related to the Business or the Assets being transferred, including data and the books and records of Seller whether or not in tangible form, or in the form of intangible computer storage media, such as disks, tapes, and other similar storage media, and whether or not located at Seller's principal place of business; all supplier agreements, general commercial information, referral sources, research and development reports and production reports and records, equipment logs, operating guides and manuals, maps, as built drawings, correspondence and other similar documents and records ("Data, Books and Records"). See Exhibit D.

1.6 Goodwill. The going concern value and goodwill of the Business.

1.7 Governmental Authorizations. All Governmental Authorizations, including any approval, consent, license, permit, waiver or other authorization issued, granted, given or otherwise made available by or under the authority of any governmental body or pursuant to any legal requirement, that is owned, held or utilized by Seller in connection with the ownership of the Assets and/or the operation of the Business, and all pending applications therefor, to the extent transferrable to Buyer, as identified on Exhibit E.

1.8 Insurance Proceeds. All insurance proceeds arising in connection with damage or loss to any Assets occurring prior to the Closing Date, to the extent not expended for the repair or restoration of the Assets ("Insurance Proceeds").

1.9 Other Assets. All other assets, tangible or intangible, real or personal owned by Seller that relate to or that are used in connection with ownership of the Water System or the operation of the Business.

2. Excluded Assets. Any and all assets not to be acquired by Buyer shall be considered "Excluded Assets." The Excluded Assets are identified and described in Exhibit F.

3. Assumed Liabilities.

Buyer agrees to assume liabilities of Seller that are (i) trade accounts payable to third parties in connection with the business that remain unpaid and are not delinquent as of the Closing date and that are either reflected on the most recent balance sheet or that arose in the ordinary course of business consistent with past practices since that date and (ii) all liabilities in respect of the assigned contracts only to the extent required to be performed after the Closing date, were incurred in the ordinary course of business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by the Seller on or before Closing. Buyer will assume no other liabilities of Seller or the Business. Assumed Liabilities are identified in Exhibit G.

4. Retained Liabilities. Except for the Assumed Liabilities listed in Exhibit H, Buyer will not assume or be obligated to satisfy or perform any other existing liabilities, or commitments of Seller, whether fixed or contingent, known or unknown, contingent, executory, fixed or otherwise (the "Retained Liabilities"), including, but not limited to, Seller's tax, environmental and water quality liabilities and obligations to its employees as they exist at Closing.

5. Purchase Price. The purchase price shall be \$1,850,000.

6. Allocation of Purchase Price. The Purchase Price shall be allocated among the Assets as specified in Exhibit I hereto. After the Closing, the parties agree to make consistent use of the allocation, fair market values and useful lives specified in Exhibit I for all tax purposes and in any and all filings, declarations and reports with state or federal taxing agencies. In any Proceeding related to the determination of any tax, no party hereto shall contend or represent that such allocation is not correct.

7. Closing. Subject to Buyer's satisfactory due diligence, approval of the transactions contemplated by this Agreement by the WUTC, the closing and consummation of this purchase and sale Agreement, including transfer of title to the Assets as contemplated in this Agreement (the "Closing") shall take place in Gig Harbor, Washington no later than 7 days after approval of this Agreement by the WUTC, or on such other date as the parties may mutually agree. Buyer may terminate this Agreement if it is not satisfied with its due diligence investigation or if WUTC approval of this transaction is denied in whole or part.

8. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

8.1 Organizational Status. Canterwood Water Company is a Washington business corporation duly organized, validly existing and in good standing under the laws of the State of Washington. Seller has, and at all times has had, full corporate or other applicable power and authority to own and/or lease the Assets as such properties are

now owned and leased and to conduct the Business as and where such business has and is now being conducted.

8.2 Financial Statements. Exhibit D includes the Seller's financial records and financial statements for the Business for 2016/17. Seller represents that the financial statements fairly present the results of operations of the Business for the period referred to in the financial statements and, were prepared for Seller's management purposes using standard principles of accounting, consistently applied, such that the resulting statements are not misleading and present fairly the financial condition of the Seller as of such dates and the results of operations of the Seller for such periods.

8.3 Absence of Undisclosed Liabilities. Except as shown in the financial statements, Seller has not incurred or become subject to any material Liability, other than liabilities incurred in the Ordinary Course of Business, all of which have been paid in full in the Ordinary Course of Business, or are reflected on Seller's regular books of account on the date hereof, none of which is inconsistent with: (a) the representations, warranties and covenants of Seller contained herein or (b) any other provisions of this Agreement.

8.4 Tax Liabilities. Within the times and in the manner prescribed by law, Seller has filed or caused to be filed all federal, state and local tax returns and has paid all taxes, assessments and penalties due and payable as prescribed by law for the periods covered thereby.

8.5 Absence of Certain Events. Except as disclosed herein, with respect to the Business and the Assets, Seller has not:

(a) Adverse Effect. Suffered any condition, change or event that would materially and adversely affect the Business, operations, properties (including intangible properties) or the financial condition of Seller taken as a whole ("Adverse Effect").

(b) Agreement, Termination or Amendment. Terminated or amended or, to the best of Seller's knowledge, suffered the termination or amendment of any material contract, lease, agreement, license or other instrument to which it is or was a party, other than any such actions which occur in the ordinary course of business or which do not have an adverse effect.

(c) Casualty Losses. Suffered any casualty, damage, destruction or loss to any of its properties not covered by insurance in excess of \$5,000 for any one event or in excess of \$25,000 in the aggregate.

(d) Change in Accounting Principles. Made any change in accounting principles, methods or practices.

(e) Change in Business. Other than entering into this Agreement with Buyer, made any change in the Business or the manner of conducting the Business, other than changes in the Ordinary Course of Business, none of which has, and which in the aggregate have not had, an Adverse Effect.

(f) Disposal of Assets. Disposed of any of its Assets or properties other than in the Ordinary Course of Business.

(g) Encumbrances. Subjected any of the Assets to any Encumbrances or to any other similar charge of any nature whatsoever.

and Seller has or will:

(h) Preserve Business. Used its best efforts to (1) preserve the Business of Seller; and (2) preserve the goodwill of Seller's customers and others having business relationships with Seller; and

(i) Operation in the Ordinary Course. Continue to maintain its operations and equipment, books of account, records and files in the Ordinary Course of Business.

(j) Maintain Insurance. At all times prior to Closing, Seller shall continue to carry insurance in amounts required by the ordinary operations of the Business.

and Seller will not:

(k) Purchase or Sale of Capital Assets. Sell or dispose of any capital Assets in excess of five thousand dollars (\$5,000) for any single item, or make any capital expenditures, or enter into any leases of capital equipment or property prior to Closing in excess of five thousand dollars (\$5,000) without Buyer's approval.

(l) Increase Salaries or Benefits. Grant any increase in salaries or benefits payable to or to become payable to any officer or employee.

8.6 Authorizations Necessary To Operate Business. Seller has all required Governmental Authorizations, permits and licenses, and any other similar documents constituting a material entitlement or otherwise material to the operation of the Business.

8.7 Authority; Consents; Enforcement:

(a) Authority. Seller, and the undersigned officers of Seller, have the power and authority to execute, deliver and perform this Agreement and all other agreements, certificates or documents contemplated hereby and has taken all actions required to authorize, execute, deliver and perform this Agreement and any related documents necessary to effectuate this Agreement.

(b) Consents. No consent, approval, action or authorization of any third party, including any parent or subsidiary business entity or any governmental authorization or application to, or other notice or filing with, any governmental agency or body, is required for the execution, delivery or performance of this Agreement, other than approval of this transaction by the WUTC.

(c) Enforcement. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of the Seller, enforceable in accordance with their terms.

8.8 Books and Records. Prior to the Closing of this Agreement, Seller shall make available to Buyer for its examination, the books of account and records of the Business ("Books and Records"). Such books and records are true and complete in all material respects and have been prepared in the usual and customary manner in accordance with reasonable commercial practices for a business engaged in businesses similar to Seller, including the maintenance of an adequate system of internal controls.

8.9 Compliance With Legal Requirements and Governmental Authorizations. To the best of Seller's knowledge and except as disclosed herein: Seller is in full compliance with all applicable legal requirements and Governmental Authorizations to the conduct or operation of the Business. Seller has not received any notice regarding any actual, alleged, possible or potential violation of, or failure to comply with, any legal requirement or governmental authorization.

8.10 Condition and Sufficiency of Assets. To the best of Seller's knowledge, except as disclosed herein, all tangible Assets are structurally sound, are free from material defects (patent and latent) and have been maintained in accordance with the manufacturer's recommendations or normal industry practice and are in good operating condition and repair (subject to normal wear and tear) and are suitable for the purposes for which they are presently used and presently proposed to be used.

8.11 Contracts. Seller has furnished Buyer with true and complete copies of each written executory contract to which it is a party. To the best of Seller's knowledge, each such contract is legal, valid, binding, enforceable and in full force and effect and shall, as to Buyer, continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing. To the best of Seller's knowledge, no party to any such Contract is in breach or default and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination, modification or acceleration, under the Contract and no party has repudiated any provision of any such Contract. All of the Contracts are assignable by Seller to Buyer and such assignment may be made without the consent of any other party to the Contract and will not result in a breach, violation or default under any such Contract.

8.12 Litigation; Orders.

(a) Proceedings. Except as disclosed herein, there is no legal proceeding which relates to the Water System, the Business or the Assets pending or threatened.

(b) Orders. Except as disclosed herein, there is no court order which relates to the Water System, the Business or the Assets to which Seller, or any of the Assets owned or used by Seller in the Business, are subject, other than Orders generally affecting the industry in which Seller conducts the Business.

(c) Liabilities. With respect to the Water System and the Business, to the best of Seller's knowledge, there is no basis for any present or future legal proceedings against Seller arising out of any injury to individuals or property as a result of the ownership, possession or use of any product processed, sold or delivered by Seller prior to the date hereof.

8.13 Allocation of Taxes. Seller and Buyer shall each be responsible for any federal, state or local tax imposed on the proceeds of sale of the Assets in accordance with applicable law.

8.14 Title to Properties. Except as disclosed, Seller has good and marketable title to all of the Assets. The water rights included in the purchases assets are not subject to cancellation of any type and Seller holds all easements and other rights necessary to access, store and distribute water to customers.

8.15 Effect of Representations and Warranties. The representations and warranties of Seller in this Agreement, as qualified by any disclosures made herein, are true and complete in all respects. No representation or warranty of Seller in this Agreement, as qualified by the disclosures made herein, contains any untrue statement of a material fact, omits any material fact necessary to make such representation or warranty, under the circumstances which it was made, not misleading, or contains any misstatement of a material fact. All of the representations and warranties made by Seller, are made with the knowledge, expectation, understanding and desire that Buyer place complete reliance thereon.

9. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

9.1 Corporate Status. Buyer is a mutual corporation duly incorporated, validly existing and in good standing under the laws of the State of Washington and is authorized to transact business therein. Buyer has full corporate or other applicable power and authority to own and lease the Assets and to conduct the Business of the Water System as it is now being conducted.

9.2 Authority; Consents; Enforcement.

(a) Authority. Buyer has the corporate or other applicable power and authority to execute, deliver and perform this Agreement, and has taken all actions required to authorize, execute, deliver and perform this Agreement and related agreements, including approval by the board of directors of Buyer.

(b) Consents. Except as disclosed herein, no consent, action, approval or authorization of or registration, declaration or filing with any Governmental Body, is required for the execution, delivery or performance of this Agreement by Buyer.

(c) Enforcement. This Agreement and any related Buyer agreements have been duly executed and delivered by Buyer and constitute the legal, valid and binding obligations of Buyer, enforceable in accordance with their terms.

9.3 Completeness of Statements; Effect of Representations and Warranties. Buyer has disclosed to Seller all adverse facts known to it relating to the representations and warranties of Buyer. The representations and warranties of Buyer in this Agreement, are true and complete in all respects. No representation or warranty of Buyer in this Agreement contains any untrue statement of a material fact, omits any material fact necessary to make such representation or warranty, under the circumstances which it was made, not misleading, or contains any misstatement of a material fact. All of the representations and warranties made by Buyer are made with the knowledge, expectation, understanding and desire that Seller place complete reliance thereon.

10. Additional Covenants of the Parties.

10.1 Transition of the Business. Seller covenants to cooperate with Buyer in providing all information required hereunder and access thereto and whatever is reasonably required to carry out the purposes and intent of the transactions contemplated by this Agreement.

10.2 Undeveloped lots to be served by Buyer. Below is a list of the undeveloped lots within the Canterwood Subdivision that may require future water service connections. Buyer agrees to provide connections to these lots at the Seller's current CWC connection fee of \$639.42 per ERU, including \$429.42 for the hookup fee and \$210.00 for a water availability letter. This agreement limiting charges for new connections will remain in effect for all connections within five years from the Effective Date. After the moratorium expires any remaining lots will be charged the Penlight connection fee that is in effect at that time.

Division 11, Phase 2 – To be developed into no more than 20 residential lots (20 ERUs).

Lot 2- parcel 3001200020

Lot 3- parcel 3001200030

Division 5, Replat – To be developed into 2 residential lots (2 ERUs)

Lot 4- parcel 3000020040

Lot 5- parcel 3000020050

No Division (1 residential lot (1 ERU)

Lot- parcel 2827410020

10.3 Rate Covenants. Buyer covenants that the WUTC approved rates for volumetric water sales in effect on the Effective Date shall remain in effect for 5 years. Provided, the cost of capital expenditures incurred after the Effective Date in excess of 50% of estimated customer revenue from customers served by the facilities for three years may be added as a surcharge to rates to any new or existing customers served by the capital facilities. Five years after the Effective Date, all rates and charges shall be pursuant to Buyer's then applicable water service tariffs.

10.4 Filing of Taxes; Payment. Seller shall, for all periods through the Closing Date:

(a) File Returns. Prepare and timely file (including extensions) all Tax Returns that it is required to file under all applicable laws.

(b) Pay Taxes. Timely pay all Taxes it is required to pay.

(c) Tax on Gain. Pay all Taxes on any sales and the income and gain, if any, that it realizes on the transactions contemplated by this Agreement, including the sale of the Assets.

10.5 Duration of Representations and Warranties. The representations and warranties of both parties made in paragraphs 8 and 9 herein shall survive the Closing for a period of 24 months.

11. Deliveries and Actions To Be Taken At Closing.

11.1 Deliveries by Seller. At the Closing, Seller shall deliver possession of all the Assets to Buyer, free of the possession of all third parties and where appropriate, duly executed documents conveying title to the Assets, tangible and intangible, real or personal, including deeds, a Bill of Sale and Assignment for the Assets in the form of Exhibit K or other appropriate documents of title.

11.2 Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller payment of the purchase price in immediately available funds as required by Section 5.

12. Indemnification; Remedies.

12.1 Indemnification and Payment of Damages By Seller. Seller shall indemnify and hold Buyer and its directors, officers, shareholders, Affiliates and successors and assigns

("Buyer Indemnities") harmless from, and shall pay to the Buyer for damages or losses up to the amount of, but not to exceed, the Purchase Price, reduced by any tax benefits, insurance proceeds, or recovery from other responsible parties, resulting from:

(a) Representations and Warranties. Any breach of any representation or warranty made by Seller in this Agreement.

(b) Covenants and Agreements. Any breach by Seller of any covenant, agreement or obligation of Seller in this Agreement.

(c) Liabilities. All Liabilities of Seller, except the Assumed Liabilities.

(d) Transaction Fees. Any claim for broker, finder, investment advisor or similar fees by any person associated with Seller or arising from Seller's conduct.

12.2 Indemnification By Buyer. Buyer shall indemnify and hold Seller, its shareholders, directors, officers, shareholders, Affiliates, successors and assigns ("Seller Indemnities") harmless from, and will pay to the Seller Indemnities the amount of, all damages arising directly or indirectly from or in connection with:

(a) Representations and Warranties. Any breach of any representation or warranty made by Buyer in this Agreement.

(b) Covenants and Agreements. Any breach by Buyer of any covenant, agreement or obligation of Buyer in this Agreement.

13. Miscellaneous Provisions.

13.1 Amendment; Waiver. This Agreement and the Exhibits hereto may be amended, modified or superseded only by a written instrument signed by all of the parties to this Agreement. No party shall be deemed to have waived compliance by another party of any provision of this Agreement unless such waiver is contained in a written instrument signed by the waiving party and no waiver that may be given by a party will be applicable except in the specific instance for which it is given.

13.2. Construction and Interpretation of Agreement.

(a) Titles and Captions. Section titles or captions in this Agreement are included for purposes of convenience only and shall not be considered a part of the Agreement in construing or interpreting any of its provisions. All references in this Agreement to Sections shall refer to Sections of this Agreement unless the context clearly otherwise requires.

(b) "Including". When used in this Agreement, the word "including" shall have its normal common meaning and any list of items that may follow such word

shall not be deemed to represent a complete list of the contents of the referent of the subject.

(c) Joint Preparation. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(d) Number and Gender. Unless the context otherwise requires, when used in this Agreement, the singular shall include the plural, the plural shall include the singular and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the Person or Persons may require.

13.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

13.4 Cumulative Remedies; Specific Performance. No right or remedy conferred upon or reserved to any of the parties under the terms of this Agreement is intended to be, nor shall it be deemed, exclusive of any other right or remedy provided in this Agreement or by law or equity, but each shall be cumulative of every other right or remedy. The parties understand and acknowledge that a party may be damaged irreparably by reason of a failure of another party to perform any obligation under this Agreement. Accordingly, if any party attempts to enforce the provisions of this Agreement by specific performance (including preliminary or permanent injunctive relief), the party against whom such action or Proceeding is brought waives the claim or defense that the other party has an adequate remedy at law.

13.5 Entire Agreement. This Agreement, together with the Exhibits embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to subject matter of this Agreement. No representation, promise, inducement or statement of intention has been made by any party which has not been embodied in this Agreement.

13.6 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Washington, without giving effect to any conflict of law rule or principle of such state. Any action to enforce any provision of this Agreement shall be instituted exclusively in the federal or state courts located in the State of Washington located in Pierce County, Washington. The parties irrevocably and unconditionally waive, to the fullest extent

permitted by law, any objection that they may now or hereafter have to the jurisdiction of such courts over the parties, or to the laying of venue or to the convenience of the forum in any action related to this Agreement that is brought in such courts.

13.7 Expenses. Buyer will reimburse Seller for up to \$20,000 in transaction related expenses upon execution of this Agreement. Except as expressly provided above, each party will otherwise bear its own expenses incurred in connection with the preparation, execution and performance of its obligations under this Agreement, including all fees and expenses of agents, representatives, counsel and accountants.

13.8 Further Assurances. Seller and Buyer each covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Agreement. In particular, each of the parties shall execute and deliver such other agreements or documents, including instruments of sale, transfer, conveyance and/or assignment of property interests as may reasonably requested or necessary to more effectively carry out the intent and purposes of this Agreement. This is intended to include of any documents of title or conveyance that may be necessary to confirm the Buyer's rights to, title in and/or ownership of the Water System and the Assets, whether such Assets were unknown at the time of Closing, or were erroneously omitted from this Agreement, and/or not described or listed in the Exhibits hereto. The intent of this provision is to place the Buyer in actual possession and operating control of all Assets used to operate the Water System, except those specifically excluded hereunder.

13.9 Severability of Provisions. If a court in any proceeding holds any provision of this Agreement or its application to any party or circumstance invalid, illegal or unenforceable, the remainder of this Agreement, or the application of such provision to such party or circumstances other than those to which it was held to be invalid, illegal or unenforceable, shall not be affected and shall be valid, legal and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed in this Agreement. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties intend that the court add to this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be valid and enforceable, so as to effect the original intent of the parties to the greatest extent possible.

13.10 Time of Essence. Time is of the essence to the performance of the obligations set forth in this Agreement.

In Witness Whereof, the party  entered into this Agreement on the date first written above.

Dated this _____ day of August, 2018.

ASSET PURCHASE AGREEMENT

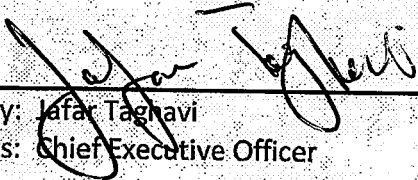
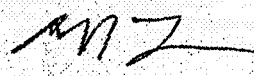

Peninsula Light Company ("Buyer") 	Canterwood Water Company, Inc. ("Seller") 
By: Jafar Taghavi Its: Chief Executive Officer	By: Russell Tanner Its: President
	Canterwood Development Company ("Seller") 
	By: <u>Russell Tanner</u> Its: <u>President</u>

EXHIBIT A
TANGIBLE PERSONAL PROPERTY
INCLUDING WATER SYSTEM ASSETS

All tangible Water System Assets of Seller including, without limitation, the Asset List and Depreciation Schedule, attached hereto as Exhibits 1 and 2 and any updates thereof through the Effective Date; and:

Any Assets or Water Rights not listed in Exhibits 1 and 2, including diversions, other structures, storage facilities, pump house, pumping equipment, production meters, power generators, water treatment equipment, transmission mains, hydrants, other equipment and miscellaneous assets, i.e. everything that Seller owns that is used to operate and maintain the Water System.

Exhibit 1 to Exhibit A--Asset List and Depreciation Schedule

Canterwood Water Company Comprehensive Depreciation Letter Size [Depreciation] GAAP For the Period January 1, 2016 to December 31, 2016

Class	Selected Dates				Depreciable Basis				Current & Accum Depreciation						
	Beginning	Additions	Deletions	Ending	Book Cost	Credit Reduction Amount	MA STRA & AF'D	Prior Reported Depreciation	Depreciable Basis	Beginning Accum Dep	Current Dep & AF'D	Net Size	Net Additions Deletions	Ending Accum Dep	Net Book Value
Hydants	6,898	0	0	6,898	6,898	0	0	3,281	6,444	3,281	325	0	0	3,606	6,092
Meters & Installation	138,777	0	0	138,777	138,777	0	0	81,943	122,798	61,943	6,007	0	0	67,950	61,927
Other Equipment	979	0	0	979	979	0	0	917	0	917	0	0	0	917	61
Power Generating Equipment	48,982	0	0	48,982	48,982	0	0	25,989	45,970	25,989	1,585	0	0	27,385	19,047
Pumping Equipment	278,253	0	0	278,253	278,253	0	0	114,044	273,856	114,044	10,085	0	0	124,150	154,202
Reservoirs	10,566	0	0	10,566	10,566	0	0	221	10,566	221	211	0	0	432	10,134
Services	20,256	0	0	20,256	20,256	0	0	14,460	14,460	14,460	298	0	0	14,758	9,547
Tanks & Duct Man	1,133,023	0	0	1,133,023	1,133,023	0	0	630,789	1,133,023	630,789	22,682	0	0	653,471	679,346
Water Plan	301,582	0	0	301,582	301,582	0	0	115,690	240,174	115,690	10,868	0	0	126,558	175,166
Water Rights	15,197	0	0	15,197	15,197	0	0	0	0	0	0	0	0	0	15,197
Wells	415,538	0	0	415,538	415,538	0	0	220,521	415,538	220,521	18,253	0	0	238,774	15,197
Grand Total	2,970,949	0	0	2,970,949	2,970,949	0	0	1,107,736	2,888,984	1,107,736	21,581	0	0	1,179,898	1,191,362

Note: There may be differences due to rounding.

Canterwood Water Company
Comprehensive Depreciation Letter Size [Depreciation]
GAAP
For the Period January 1, 2016 to December 31, 2016

Class	Selected Data				Depreciable Basis				Current Asset Depreciation						
	Beginning	Additions	Deletions	Ending	Book Cost	Good Reduction Amount	Net STRV & AFVD	Per Reported Depreciation	Depreciable Basis	Beginning Accum Dep	Current Dep't & AFVD	Net Str & TRV/FA	Net Additions Deletions	Ending Accum Dep't	Net Book Value
Hydrants	6,698	0	0	6,698	6,698	0	3,091	6,698	3,291	3,291	335	0	0	3,626	5,062
Meters & Installation	139,777	0	0	139,777	139,777	0	61,943	122,198	61,943	6,007	0	0	0	67,950	67,627
Other Equipment	979	0	0	979	979	0	917	0	917	0	0	0	0	917	61
Power Generating Equipment	48,992	0	0	48,992	48,992	0	25,989	45,970	25,989	1,585	0	0	0	27,935	19,047
Pumping Equipment	279,253	0	0	279,253	279,253	0	114,044	273,555	114,044	10,006	0	0	0	124,050	154,202
Reservoirs	10,586	0	0	10,586	10,586	0	221	10,586	221	21	0	0	0	432	10,134
Services	20,296	0	0	20,296	20,296	0	14,490	18,387	14,460	289	0	0	0	14,738	5,540
Trench & Duct Main	1,133,023	0	0	1,133,023	1,133,023	0	530,789	1,133,023	530,789	22,882	0	0	0	553,691	679,341
Water Plan	301,582	0	0	301,582	301,582	0	115,590	284,174	115,590	10,803	0	0	0	126,393	175,185
Water Rights	15,197	0	0	15,197	15,197	0	0	0	0	0	0	0	0	15,197	15,197
Wells	415,539	0	0	415,539	415,539	0	220,674	415,539	220,674	19,383	0	0	0	239,674	173,726
Grand Total	2,270,949	0	0	2,270,949	2,270,949	0	1,107,739	2,285,594	1,107,739	71,561	0	0	0	1,179,399	1,991,795

Note: There may be differences due to rounding.

Ganterwood Water Company
Comprehensive Depreciation Letter Size [Depreciation]
GAAP

For the Period January 1, 2016 to December 31, 2016

Asset ID	Substation	Facility In Service/Physical Data	Beginning	Address	Debt	Ending	Dep	Use	Book Cost	Original Production	Basis	Net Sizable AFD	Pct Depreciated	Depreciable Basis	Depreciation	Accumulated Depreciation	Remaining Accum Deprec	Net Cost	Net Additions	Ending Accum Deprec	Net Book Value	
																						Yr
000000	Class: Hydrants	Hydrants	761/2014		0	803	\$1,000/FM	20.0	803		803	0	100	0	462	803	462	40	0	0	502	301
000001	Hydrants	Hydrants	11/30/2013		0	5,691	\$1,000/FM	20.0	5,691		5,691	0	100	0	616	5,691	616	285	0	0	901	4,794
000002	Hydrants	Hydrants	5/11/1991		0	1,224	\$1,000/FM	20.0	1,224		1,224	0	100	0	1,223	0	1,223	0	0	0	1,223	0
91002	Subtotal: Hydrants (4)				0	990	\$1,000/FM	20.0	990		990	0	100	0	990	0	990	0	0	0	990	301
					0	6,685			6,685		6,685	0		0	3,281	6,694	3,281	325	0	0	3,075	5,095
000003	Class: Meters & Installation	Hookups/Meters	1/31/2013		0	1,200	\$1,000/FM	20.0	1,200		1,200	0	100	0	780	1,200	780	80	0	0	640	58
000004	Hookups/Meters	Hookups/Meters	2/28/2013		0	1,646	\$1,000/FM	20.0	1,646		1,646	0	100	0	1,093	1,646	1,093	82	0	0	1,145	50
000005	Hookups/Meters	Hookups/Meters	3/31/2013		0	400	\$1,000/FM	20.0	400		400	0	100	0	257	400	257	20	0	0	277	12
000006	Hookups/Meters	Hookups/Meters	4/30/2013		0	1,200	\$1,000/FM	20.0	1,200		1,200	0	100	0	765	1,200	765	80	0	0	825	37
000007	Hookups/Meters	Hookups/Meters	5/31/2013		0	400	\$1,000/FM	20.0	400		400	0	100	0	253	400	253	20	0	0	273	12
000008	Hookups/Meters	Hookups/Meters	6/30/2013		0	2,000	\$1,000/FM	20.0	2,000		2,000	0	100	0	1,258	2,000	1,258	100	0	0	1,989	64
000009	Hookups/Meters	Hookups/Meters	7/31/2013		0	1,200	\$1,000/FM	20.0	1,200		1,200	0	100	0	750	1,200	750	60	0	0	810	39
000010	Hookups/Meters	Hookups/Meters	8/31/2013		0	2,400	\$1,000/FM	20.0	2,400		2,400	0	100	0	1,490	2,400	1,490	120	0	0	1,610	79
000011	Hookups/Meters	Hookups/Meters	9/30/2013		0	400	\$1,000/FM	20.0	400		400	0	100	0	247	400	247	20	0	0	267	13
000012	Hookups/Meters	Hookups/Meters	10/31/2013		0	1,200	\$1,000/FM	20.0	1,200		1,200	0	100	0	735	1,200	735	60	0	0	795	40
000013	Hookups/Meters	Hookups/Meters	11/30/2013		0	2,000	\$1,000/FM	20.0	2,000		2,000	0	100	0	1,217	2,000	1,217	100	0	0	1,917	68
000014	Hookups/Meters	Hookups/Meters	12/31/2013		0	1,200	\$1,000/FM	20.0	1,200		1,200	0	100	0	725	1,200	725	60	0	0	785	41
000015	Hookups/Meters	Hookups/Meters	1/31/2014		0	1,600	\$1,000/FM	20.0	1,600		1,600	0	100	0	947	1,600	947	80	0	0	1,027	57
000016	Hookups/Meters	Hookups/Meters	2/28/2014		0	1,600	\$1,000/FM	20.0	1,600		1,600	0	100	0	933	1,600	933	80	0	0	1,013	58
000017	Hookups/Meters	Hookups/Meters	3/31/2014		0	2,000	\$1,000/FM	20.0	2,000		2,000	0	100	0	1,158	2,000	1,158	100	0	0	1,258	71
000018	Hookups/Meters	Hookups/Meters	4/30/2014		0	900	\$1,000/FM	20.0	900		900	0	100	0	450	900	450	40	0	0	500	31
000019	Hookups/Meters	Hookups/Meters	5/31/2014		0	2,000	\$1,000/FM	20.0	2,000		2,000	0	100	0	1,142	2,000	1,142	100	0	0	1,242	71
000020	Hookups/Meters	Hookups/Meters	6/30/2014		0	800	\$1,000/FM	20.0	800		800	0	100	0	450	800	450	40	0	0	530	34
000021	Hookups/Meters	Hookups/Meters	7/31/2014		0	2,000	\$1,000/FM	20.0	2,000		2,000	0	100	0	1,117	2,000	1,117	100	0	0	1,217	71
000022	Hookups/Meters	Hookups/Meters	8/31/2014		0	2,000	\$1,000/FM	20.0	2,000		2,000	0	100	0	895	2,000	895	60	0	0	725	41
000023	Hookups/Meters	Hookups/Meters	9/30/2014		0	800	\$1,000/FM	20.0	800		800	0	100	0	440	800	440	40	0	0	480	31
000024	Hookups/Meters	Hookups/Meters	10/31/2014		0	1,200	\$1,000/FM	20.0	1,200		1,200	0	100	0	655	1,200	655	60	0	0	715	41
000025	Hookups/Meters	Hookups/Meters	11/30/2014		0	2,000	\$1,000/FM	20.0	2,000		2,000	0	100	0	1,200	2,000	1,200	100	0	0	1,300	71
000026	Hookups/Meters	Hookups/Meters	12/31/2014		0	800	\$1,000/FM	20.0	800		800	0	100	0	440	800	440	40	0	0	480	31
000027	Hookups/Meters	Hookups/Meters	1/31/2015		0	1,200	\$1,000/FM	20.0	1,200		1,200	0	100	0	655	1,200	655	60	0	0	715	41

**Canterwood Water Company
Comprehensive Depreciation Letter Size (Depreciation)
GAAP
For the Period January 1, 2016 to December 31, 2016**

Asset ID	Scheduling Dates	Manned in Service Response Date	Beginning	Address	Mileage	Ending	Date	LIFE	Book Cost	Credit Reduction	Depreciable Basis		Prior Reported Depreciation	Depreciable Basis	Current & Accum Depreciation			
											Book Cost	Accum. Depreciation			Current Dep. & Accum. Depreciation	Net Book Value		
000071	Class Meters & Installation																	
000072	Hookups/Meters	3/17/2005	400		0	400	SL100FPA	20.0	400	0	100	0	217	400	417	20	237	163
000073	Hookups/Meters	5/31/2005	800		0	800	SL100FPA	20.0	800	0	100	0	427	800	427	40	467	338
000074	Hookups/Meters	6/30/2005	1,600		0	1,600	SL100FPA	20.0	1,600	0	100	0	847	1,600	947	80	927	673
000075	Hookups/Meters	7/31/2005	400		0	400	SL100FPA	20.0	400	0	100	0	210	400	210	20	230	170
000076	Hookups/Meters	8/31/2005	800		0	800	SL100FPA	20.0	800	0	100	0	417	800	417	40	457	345
000077	Hookups/Meters	9/30/2005	800		0	800	SL100FPA	20.0	800	0	100	0	413	800	413	40	453	347
000078	Hookups/Meters	10/31/2005	800		0	800	SL100FPA	20.0	800	0	100	0	410	800	410	40	450	345
000079	Hookups/Meters	11/30/2005	2,000		0	2,000	SL100FPA	20.0	2,000	0	100	0	1,047	2,000	1,047	100	1,147	848
000080	Hookups/Meters	12/31/2005	800		0	800	SL100FPA	20.0	800	0	100	0	403	800	403	40	443	351
000081	Hookups/Meters	1/31/2006	3,580		0	3,580	SL100FPA	20.0	3,580	0	100	0	1,780	3,580	1,780	178	1,958	1,511
000082	Hookups/Meters	2/29/2006	400		0	400	SL100FPA	20.0	400	0	100	0	197	400	197	20	217	168
000083	Hookups/Meters	3/31/2006	1,600		0	1,600	SL100FPA	20.0	1,600	0	100	0	780	1,600	780	80	860	744
000084	Hookups/Meters	4/30/2006	800		0	800	SL100FPA	20.0	800	0	100	0	387	800	387	40	427	377
000085	Hookups/Meters	5/31/2006	800		0	800	SL100FPA	20.0	800	0	100	0	383	800	383	40	423	377
000086	Hookups/Meters	6/30/2006	400		0	400	SL100FPA	20.0	400	0	100	0	199	400	199	20	219	169
000087	Hookups/Meters	7/31/2006	400		0	400	SL100FPA	20.0	400	0	100	0	188	400	188	20	208	165
000088	Hookups/Meters	8/31/2006	400		0	400	SL100FPA	20.0	400	0	100	0	187	400	187	20	207	165
000089	Hookups/Meters	9/30/2006	400		0	400	SL100FPA	20.0	400	0	100	0	182	400	182	20	202	165
000090	Hookups/Meters	10/31/2006	2,000		0	2,000	SL100FPA	20.0	2,000	0	100	0	892	2,000	892	100	992	1,000
000091	Hookups/Meters	11/30/2006	400		0	400	SL100FPA	20.0	400	0	100	0	182	400	182	20	202	165
000092	Hookups/Meters	12/31/2006	800		0	800	SL100FPA	20.0	800	0	100	0	347	800	347	40	387	341
000093	Hookups/Meters	1/31/2007	800		0	800	SL100FPA	20.0	800	0	100	0	330	800	330	40	370	341
000094	Hookups/Meters	2/28/2007	2,000		0	2,000	SL100FPA	20.0	2,000	0	100	0	892	2,000	892	100	992	1,000
000095	Hookups/Meters	3/31/2007	400		0	400	SL100FPA	20.0	400	0	100	0	187	400	187	20	207	165
000096	Hookups/Meters	4/30/2007	400		0	400	SL100FPA	20.0	400	0	100	0	182	400	182	20	202	165
000097	Hookups/Meters	5/31/2007	800		0	800	SL100FPA	20.0	800	0	100	0	347	800	347	40	387	341
000098	Hookups/Meters	6/30/2007	800		0	800	SL100FPA	20.0	800	0	100	0	330	800	330	40	370	341
000099	Hookups/Meters	7/31/2007	1,997		0	1,997	SL100FPA	20.0	1,997	0	100	0	595	1,997	595	98	693	123
000100	Hookups/Meters	8/31/2007	400		0	400	SL100FPA	20.0	400	0	100	0	102	400	102	20	122	92
000101	Hookups/Meters	9/30/2007	400		0	400	SL100FPA	20.0	400	0	100	0	97	400	97	20	117	92
000102	Hookups/Meters	10/31/2007	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000103	Hookups/Meters	11/30/2007	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000104	Hookups/Meters	12/31/2007	400		0	400	SL100FPA	20.0	400	0	100	0	90	400	90	20	110	92
000105	Hookups/Meters	1/31/2008	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000106	Hookups/Meters	2/28/2008	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000107	Hookups/Meters	3/31/2008	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000108	Hookups/Meters	4/30/2008	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000109	Hookups/Meters	5/31/2008	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000110	Hookups/Meters	6/30/2008	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000111	Hookups/Meters	7/31/2008	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000112	Hookups/Meters	8/31/2008	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000113	Hookups/Meters	9/30/2008	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000114	Hookups/Meters	10/31/2008	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000115	Hookups/Meters	11/30/2008	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000116	Hookups/Meters	12/31/2008	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000117	Hookups/Meters	1/31/2009	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000118	Hookups/Meters	2/28/2009	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000119	Hookups/Meters	3/31/2009	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000120	Hookups/Meters	4/30/2009	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000121	Hookups/Meters	5/31/2009	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000122	Hookups/Meters	6/30/2009	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000123	Hookups/Meters	7/31/2009	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000124	Hookups/Meters	8/31/2009	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000125	Hookups/Meters	9/30/2009	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000126	Hookups/Meters	10/31/2009	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000127	Hookups/Meters	11/30/2009	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000128	Hookups/Meters	12/31/2009	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000129	Hookups/Meters	1/31/2010	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000130	Hookups/Meters	2/28/2010	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000131	Hookups/Meters	3/31/2010	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000132	Hookups/Meters	4/30/2010	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000133	Hookups/Meters	5/31/2010	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000134	Hookups/Meters	6/30/2010	400		0	400	SL100FPA	20.0	400	0	100	0	87	400	87	20	107	92
000135	Hookups/Meters	7/31/2010	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000136	Hookups/Meters	8/31/2010	800		0	800	SL100FPA	20.0	800	0	100	0	187	800	187	40	227	177
000137	Hookups/Meters	9/30/2010	400		0	400	SL100FPA	20.0										

**Gatnerwood Water Company
Comprehensive Depreciation Letter Size Depreciation
GAAP**

For the Period January 1, 2016 to December 31, 2016

Asset ID	Picked in System (Original Date)	Originality	Address	Deletions	Ending	Degr. Method	Life Yr.	Book Cost	Over-Reserve Amount	Res. %	Depreciable Basis		Prior Period Depreciation		Depreciable Basis		Current & Accum. Depreciation		Ending Accum. Deprec.	Net Book Value	
											Net Strukt. AFD	Net Strukt. AFD	Depreciation	Depreciation	Current Dep. AFD	Net Accum. Depreciation	Net Accum. Depreciation	Ending Accum. Deprec.			
Class Meters & Installation																					
000172	Meter 12/31/2011	800	0	0	800	SL100FM	20	800	0	100	0	0	163	800	163	40	0	0	203	597	
000176	HoodpoleMeters 7/1/2012	3,520	0	0	3,520	SL100FM	20	3,520	0	100	0	616	3,520	616	178	0	0	792	2,728		
000190	HoodpoleMeters 1/31/2014	1,200	0	0	1,200	SL100FM	20	1,200	0	100	0	120	1,200	120	60	0	0	180	1,020		
000191	HoodpoleMeters 3/31/2014	400	0	0	400	SL100FM	20	400	0	100	0	37	400	37	20	0	0	57	343		
000192	HoodpoleMeters 5/31/2014	404	0	0	404	SL100FM	20	404	0	100	0	34	404	34	20	0	0	54	350		
000193	HoodpoleMeters 8/30/2014	800	0	0	800	SL100FM	20	800	0	100	0	53	800	53	40	0	0	93	707		
000194	HoodpoleMeters 10/31/2014	1,200	0	0	1,200	SL100FM	20	1,200	0	100	0	75	1,200	75	60	0	0	135	1,065		
000195	HoodpoleMeters 12/31/2014	800	0	0	800	SL100FM	20	800	0	100	0	43	800	43	40	0	0	83	717		
000224	Meter 2/28/2015	800	0	0	800	SL100FM	20	800	0	100	0	37	800	37	40	0	0	77	723		
000225	Meter 3/31/2015	1,600	0	0	1,600	SL100FM	20	1,600	0	100	0	67	1,600	67	80	0	0	147	1,453		
000226	Meter 6/31/2015	800	0	0	800	SL100FM	20	800	0	100	0	17	800	17	40	0	0	57	743		
000227	Meter 9/30/2015	748	0	0	748	SL100FM	20	748	0	100	0	12	748	12	37	0	0	50	694		
000228	Meter 10/31/2015	1,800	0	0	1,800	SL100FM	20	1,800	0	100	0	20	1,800	20	80	0	0	100	1,500		
000229	Meter 12/31/2015	800	0	0	800	SL100FM	20	800	0	100	0	3	800	3	40	0	0	43	757		
830011	Meters 1/1/1989	1,692	0	0	1,692	SL100FM	20	1,692	0	100	0	1,693	1,692	1,693	0	0	0	1,693	39		
830012	Meters and Instal 6/1/1991	3,709	0	0	3,709	SL100FM	20	3,709	0	100	0	3,706	3,709	3,706	0	0	0	3,706	3		
830013	Meters & Installation 6/30/1992	807	0	0	807	SL100FM	20	807	0	100	0	801	807	801	0	0	0	801	6		
830014	Meter Hookup & Repair 2/7/1993	142	0	0	142	SL100FM	20	142	0	100	0	142	142	142	0	0	0	142	0		
830015	Meter Hookup 2/27/1993	105	0	0	105	SL100FM	20	105	0	100	0	103	105	103	0	0	0	103	2		
830016	Meter Hookups 3/30/1993	1,226	0	0	1,226	SL100FM	20	1,226	0	100	0	1,220	1,226	1,220	0	0	0	1,220	6		
830017	51 Hookups 5/1/1993	1,735	0	0	1,735	SL100FM	20	1,735	0	100	0	1,729	1,735	1,729	0	0	0	1,729	6		
830018	Meter Hookups 5/17/1993	931	0	0	931	SL100FM	20	931	0	100	0	929	931	929	0	0	0	929	2		
830019	Meter Hookups 10/29/1993	3,346	0	0	3,346	SL100FM	20	3,346	0	100	0	3,332	3,346	3,332	0	0	0	3,332	14		
830010	Meter Hookup 10/28/1993	51	0	0	51	SL100FM	20	51	0	100	0	51	51	51	0	0	0	51	0		
830011	Repair Locations 6/16/1993	102	0	0	102	SL100FM	20	102	0	100	0	102	102	102	0	0	0	102	0		
830012	Registers 11/20/1993	506	0	0	506	SL100FM	20	506	0	100	0	502	506	502	0	0	0	502	4		
830013	Meters-Hookups 6/30/1994	694	0	0	694	SL100FM	20	694	0	100	0	692	694	692	0	0	0	692	2		
830014	Meters-Hookups-Bk 6/30/1994	1,931	0	0	1,931	SL100FM	20	1,931	0	100	0	1,924	1,931	1,924	0	0	0	1,924	7		

**Carterwood Water Company
Comprehensive Depreciation Letter Size [Depreciation]
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For the Period January 1, 2016 to December 31, 2016

Asset ID	Scheduled Date	Asset Description	Beginning	Address	Debtors	Ending	Dep	Lbs	Bolt Cost	Contributed	Depreciable Basis		Current & Accum Depreciation		Ending Accum	Net Book Value					
											Use %	Net STPA & AFD	Per Revised Depreciation	Depreciable Basis			Beginning Accum Dep	Current Dep & AFD	Net Sec Defers	Net Book Value	
89015	1/21/1995	Meter Hookup	174		0	174	SL100FM	400	174	0	100	0	0	30	174	30	4	0	0	94	89
89016	3/11/1995	Meter Hookups	121		0	121	SL100FM	400	121	0	100	0	0	54	121	54	3	0	0	67	54
89017	4/10/1995	Meter Hookup	44		0	44	SL100FM	400	44	0	100	0	0	23	44	23	1	0	0	24	20
89018	5/11/1995	Meter	339		0	339	SL100FM	350	339	0	100	0	0	201	339	201	10	0	0	210	129
89018	5/29/1995	Hookups	722		0	722	SL100FM	400	722	0	100	0	0	372	722	372	18	0	0	390	332
89020	7/31/1995	Meter	48		0	48	SL100FM	350	48	0	100	0	0	27	48	27	1	0	0	29	19
89021	8/27/1995	Meter Hookup	215		0	215	SL100FM	400	215	0	100	0	0	108	215	108	5	0	0	116	101
89022	9/12/1995	Meter Hookup	95		0	95	SL100FM	400	95	0	100	0	0	47	95	47	2	0	0	50	45
89022	9/27/1995	Meter	85		0	85	SL100FM	350	85	0	100	0	0	48	85	48	2	0	0	51	34
89024	10/13/1995	Meter	70		0	70	SL100FM	350	70	0	100	0	0	41	70	41	2	0	0	43	27
89025	10/12/1995	Meter	350		0	350	SL100FM	350	350	0	100	0	0	205	350	205	10	0	0	213	137
89026	10/11/1995	Meter Box	280		0	280	SL100FM	350	280	0	100	0	0	162	280	162	8	0	0	170	111
89027	10/13/1995	Meter	43		0	43	SL100FM	350	43	0	100	0	0	24	43	24	1	0	0	25	15
89028	10/21/1995	Meter Box	184		0	184	SL100FM	350	184	0	100	0	0	105	184	105	5	0	0	111	75
89029	11/20/1995	Meter	47		0	47	SL100FM	350	47	0	100	0	0	25	47	25	1	0	0	27	21
89030	12/21/1995	Meter	372		0	372	SL100FM	350	372	0	100	0	0	214	372	214	11	0	0	224	141
89031	10/9/1995	Meter	94		0	94	SL100FM	350	94	0	100	0	0	58	94	58	3	0	0	58	31
89032	2/7/1996	Van's Adapter	10		0	10	SL100FM	400	10	0	100	0	0	4	10	4	0	0	0	5	1
89033	3/11/1995	Meter Hookup	1221		0	1221	SL100FM	400	1221	0	100	0	0	608	1221	608	31	0	0	637	69
89034	5/6/1995	Meter	112		0	112	SL100FM	350	112	0	100	0	0	62	112	62	3	0	0	65	4
89035	8/17/1995	Meter Hookup	916		0	916	SL100FM	400	916	0	100	0	0	445	916	445	23	0	0	468	44
89036	8/10/1995	Hookup	59		0	59	SL100FM	400	59	0	100	0	0	28	59	28	1	0	0	30	2
89037	8/10/1995	Meter	435		0	435	SL100FM	350	435	0	100	0	0	240	435	240	12	0	0	253	18
89038	9/22/1995	Meter	143		0	143	SL100FM	350	143	0	100	0	0	79	143	79	4	0	0	83	6
89039	10/23/1995	Hookups	780		0	780	SL100FM	400	780	0	100	0	0	375	780	375	20	0	0	394	38
89040	12/10/1995	Hookups	238		0	238	SL100FM	400	238	0	100	0	0	123	238	123	6	0	0	139	12
89041	6/10/1995	Hookups	822		0	822	SL100FM	400	822	0	100	0	0	338	822	338	17	0	0	355	38
89042	6/10/1995	Hookups	204		0	204	SL100FM	400	204	0	100	0	0	109	204	109	5	0	0	105	5

Centerwood Water Company
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ASSET ID	Placed in Service/Disposed Date	Beginning	Additions	Deletions	Ending	Type	Life	Book Cost	Credit Reduction Amount	Bus. Use %	MACRS/SLYTD	Prior Period Depreciation	Depreciable Basis	Equipment Accum Dep	Annual Depreciation	Net Book Value	Net Additions	Ending Accum Dep	Yearbook Value	
																				Label
89043	Class Meters & Installation																			
89044	Hookups	7/10/1996	684	0	0	684	SL100R4	400	0	100	0	0	334	694	334	17	0	0	351	333
89045	Meter	11/10/1999	48	0	0	48	SL100R4	350	0	100	0	25	46	25	1	0	0	27	21	
89046	Hookup	2/10/1997	778	0	0	778	SL100R4	400	0	100	0	388	778	388	18	0	0	397	391	
89047	Hookup	3/10/1997	364	0	0	364	SL100R4	400	0	100	0	165	364	165	9	0	0	175	179	
89048	Hookup	5/10/1997	135	0	0	135	SL100R4	400	0	100	0	62	135	62	3	0	0	65	69	
89049	Remove Weather	5/10/1997	1112	0	0	1112	SL100R4	200	0	100	0	1038	1112	1038	55	0	0	1094	18	
89050	Hookup	6/10/1997	178	0	0	178	SL100R4	400	0	100	0	83	178	83	4	0	0	87	51	
89051	Hookup	7/10/1997	172	0	0	172	SL100R4	400	0	100	0	79	172	79	4	0	0	83	89	
89052	Meter	8/10/1997	126	0	0	126	SL100R4	350	0	100	0	69	126	66	4	0	0	70	58	
89053	Hookup	8/10/1997	64	0	0	64	SL100R4	400	0	100	0	30	64	30	2	0	0	62	52	
89054	Hookup	10/10/1997	1022	0	0	1022	SL100R4	400	0	100	0	456	1022	455	25	0	0	492	530	
89055	Hookup	11/10/1997	89	0	0	89	SL100R4	400	0	100	0	31	89	31	2	0	0	33	39	
89056	Hookup	12/10/1997	120	0	0	120	SL100R4	400	0	100	0	54	120	54	3	0	0	57	65	
89057	Meter	12/10/1997	31	0	0	31	SL100R4	350	0	100	0	16	31	16	1	0	0	17	14	
89058	Hookup	1/8/1998	122	0	0	122	SL100R4	200	0	100	0	110	122	110	6	0	0	116	6	
89059	Hookup	1/9/1998	68	0	0	68	SL100R4	200	0	100	0	61	68	61	3	0	0	64	4	
89060	None Serv. Meters	2/10/1998	419	0	0	419	SL100R4	200	0	100	0	375	419	375	21	0	0	396	22	
89061	Hookups - Repair Line	2/10/1998	163	0	0	163	SL100R4	200	0	100	0	146	163	146	8	0	0	154	4	
89062	Hookup Meters	2/10/1998	170	0	0	170	SL100R4	200	0	100	0	153	170	153	9	0	0	161	4	
89063	Hookups	2/17/1998	63	0	0	63	SL100R4	200	0	100	0	57	63	57	3	0	0	60	4	
89064	Hookups	3/8/1998	140	0	0	140	SL100R4	200	0	100	0	125	140	125	7	0	0	132	4	
89065	Hookup	5/18/1998	743	0	0	743	SL100R4	200	0	100	0	694	743	694	37	0	0	691	57	
89066	Hookups - Repairs	6/4/1998	455	0	0	455	SL100R4	200	0	100	0	400	455	400	23	0	0	423	31	
89067	Hookups	7/27/1998	161	0	0	161	SL100R4	200	0	100	0	158	161	158	9	0	0	167	1	
89068	Hookups - Svc. Orders	7/31/1998	188	0	0	188	SL100R4	200	0	100	0	162	188	162	9	0	0	171	1	
89069	Hookups - Svc. Orders	8/27/1998	116	0	0	116	SL100R4	200	0	100	0	101	116	101	6	0	0	106	1	
89070	Hookups	8/10/1998	676	0	0	676	SL100R4	200	0	100	0	598	676	598	34	0	0	622	5	

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Asset ID	Schedule Dates	Asset Balances				Date	Life	Book Cost	Accum. Depreciation	Depreciable Base	Rate %	Depreciable Base				Accum. Depreciation	Current Depreciation	Total Depreciation	Net Asset Value
		Beginning	Additions	Deletions	Ending							Jan 1, 2016	Dec 31, 2016	Jan 1, 2016	Dec 31, 2016				
Class: Meters & Installation																			
89071	10/17/1998	1,500	0	0	1,500	200	1,500	0	100	0	100	0	1,294	1,500	1,294	75	0	1,369	131
89072	10/17/1998	167	0	0	167	200	167	0	100	0	100	0	144	167	144	8	0	152	15
89073	10/12/1998	71	0	0	71	200	71	0	100	0	100	0	57	71	57	4	0	65	6
89074	21 Meters and Hookups 8/30/2000	7,655	0	0	7,655	200	7,655	0	100	0	100	0	6,164	7,655	6,164	363	0	6,957	1,118
89075	Meters 4/23/2001	481	0	0	481	200	481	0	100	0	100	0	355	481	355	24	0	579	102
89076	Hookups 4/19/2001	154	0	0	154	200	154	0	100	0	100	0	113	154	113	8	0	121	33
89077	Hookups 8/22/2001	431	0	0	431	200	431	0	100	0	100	0	314	431	314	22	0	336	95
89078	Meter Installation 4/23/2001	131	0	0	131	200	131	0	100	0	100	0	94	131	94	7	0	100	31
89079	Meter Installation 2/22/2002	546	0	0	546	200	546	0	100	0	100	0	381	546	381	27	0	409	139
89080	Meter Hookup 6/31/2002	2,000	0	0	2,000	200	2,000	0	100	0	100	0	1,397	2,000	1,397	100	0	1,497	533
89081	Pump Station Meter Hookup 8/30/2002	3,235	0	0	3,235	200	3,235	0	100	0	100	0	2,197	3,235	2,197	162	0	2,359	876
89082	Hookups 7/21/2002	1,200	0	0	1,200	200	1,200	0	100	0	100	0	810	1,200	810	80	0	890	330
89083	Hookup 6/31/2002	400	0	0	400	200	400	0	100	0	100	0	288	400	288	20	0	288	112
89084	Meters Installation 9/5/2002	1,600	0	0	1,600	200	1,600	0	100	0	100	0	1,067	1,600	1,067	90	0	1,157	459
89085	Meter Hookup 10/31/2002	1,200	0	0	1,200	200	1,200	0	100	0	100	0	795	1,200	795	60	0	855	346
89086	Meter Hookup 11/30/2002	400	0	0	400	200	400	0	100	0	100	0	283	400	283	20	0	283	117
89087	Meter Hookup 12/31/2002	2,400	0	0	2,400	200	2,400	0	100	0	100	0	1,570	2,400	1,570	120	0	1,690	716
89088	Meter Hookup 4/30/2008	800	0	0	800	100	800	0	100	0	100	0	620	800	620	80	0	700	106
89089	Meter Hookup 5/31/2008	800	0	0	800	100	800	0	100	0	100	0	613	800	613	80	0	693	107
89090	Meter Hookup 8/31/2008	400	0	0	400	100	400	0	100	0	100	0	297	400	297	40	0	337	61
89091	Meter Hookup 9/30/2008	995	0	0	995	100	995	0	100	0	100	0	730	995	730	99	0	829	161
89092	Meter Hookup 10/31/2008	400	0	0	400	100	400	0	100	0	100	0	290	400	290	40	0	330	71
Subtotal: Meters & Installation (156)		159,777	0	0	159,777	100	159,777	0	100	0	100	0	81,943	152,792	81,943	6,007	0	87,950	51,827
Class: Other Equipment																			
25001	Paymaster 1/1/1990	161	0	0	161	70	161	0	100	0	100	0	161	161	161	0	0	161	1
25002	Computer 3/10/2000	818	0	0	818	50	818	0	100	0	100	0	758	818	758	0	0	758	6
Subtotal: Other Equipment (2)		979	0	0	979	50	979	0	100	0	100	0	917	979	917	0	0	917	7
Class: Power Generating Equipment																			

**Centerwood Water Company
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Asset ID	Asset Description	Begin	End	Degr. Method	Life Yrs	Est Cost	Credit Reduction	Depreciation Base		Current Accum Depreciation		Net Addressed	Book Value			
								100%	100%	Accum Dep	Accum Dep					
000013	Class Power Generating Equipment															
000014	Generator	1,541	0	0	200	1,541	0	100	0	944	1,541	944	77	0	1,021	500
000014	Booster Station	1,456	0	0	200	1,456	0	100	0	888	1,456	888	53	0	739	317
000068	Booster Station	6,311	0	0	200	6,311	0	100	0	3,392	6,311	3,392	316	0	3,708	2,003
000119	Power Generation Equipment	117	0	0	200	117	0	100	0	51	117	51	8	0	57	80
000142	Booster	8,029	0	0	200	8,029	0	100	0	2,777	8,029	2,777	401	0	3,416	4,851
000143	Booster	427	0	0	200	427	0	100	0	144	427	144	21	0	165	282
000144	Generator	768	0	0	200	768	0	100	0	233	768	233	38	0	271	465
000145	Generator	5,000	0	0	200	5,000	0	100	0	1,438	5,000	1,438	280	0	1,688	3,313
000146	Generator	309	0	0	200	309	0	100	0	88	309	88	15	0	103	205
000174	Generator	4,697	0	0	200	4,697	0	100	0	1,159	4,697	1,159	222	0	1,491	3,246
87001	Power Gen Equip	5,198	0	0	500	5,198	0	100	0	2,824	5,198	2,824	164	0	2,825	2,571
87002	Generator & Trns	953	0	0	150	953	0	100	0	93	953	93	0	0	933	5
87003	Booster Station	54	0	0	150	54	0	100	0	54	54	54	0	0	54	0
87004	Emergency Generator	9,061	0	0	150	9,061	0	100	0	8,880	9,061	8,880	101	0	9,161	0
87005	Electric Repairs	1,520	0	0	100	1,520	0	100	0	1,053	1,520	1,163	152	0	1,305	216
87006	ATS Switch	2,000	0	0	100	2,000	0	100	0	1,417	2,000	1,417	200	0	1,617	383
	Subtotal Power Generating Equipment (69)	45,982	0	0	100	45,982	0	100	0	25,959	45,982	25,959	1,565	0	27,956	19,061
	Class Pumping Equipment															
000015	Pumping equipment	702	0	0	200	702	0	100	0	458	702	458	35	0	491	211
000016	Pump House - Roof & Door	553	0	0	200	553	0	100	0	334	553	334	28	0	382	191
000041	Pumping Equipment	295	0	0	200	295	0	100	0	147	295	147	13	0	159	9
000042	Pumping Equipment	43,695	0	0	200	43,695	0	100	0	24,937	43,695	24,937	2,184	0	27,121	16,589
000083	Pump House	542	0	0	200	542	0	100	0	255	542	255	27	0	282	281
000083	Booster Station	1,453	0	0	200	1,453	0	100	0	720	1,453	720	73	0	733	681
000084	Booster Station	1,496	0	0	200	1,496	0	100	0	711	1,496	711	75	0	786	711
000095	Pumping Equipment	1,898	0	0	200	1,898	0	100	0	894	1,898	894	95	0	988	99
000096	Pumping Equipment	1,693	0	0	200	1,693	0	100	0	778	1,693	778	83	0	839	80
	Subtotal	184	0	0	200	184	0	100	0	85	184	85	9	0	94	9

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Asset ID	Schedule Basis	Placed in Service/Disposal Date	Beginning	Address	Duration	Ending	DEPR		Book Cost	Cushion/Amort	Depreciable Basis		Priced/Residual	Depreciation	Depreciable Basis	Original & Accum Depreciation		Net Book Value	
							Method	Yr Mo			Net STWD	ATFD				Net STWD	ATFD		Net Book Value
000097	Class: Pumping Equipment																		
000098	Booster Station 1102/2006 Booster Pump 12/12/2006		1,005		0	1,005	SL100FM	20.0	1,005	0	100	0	461	1,005	461	50	0	511	494
000120	Booster S. 2/29/2007		3,094		0	3,094	SL100FM	20.0	3,094	0	100	0	1,405	3,094	1,405	195	0	1,590	1,594
000121	Booster S. 6/22/2007		30,570		0	30,570	SL100FM	20.0	30,570	0	100	4	13,629	30,570	13,629	1,623	0	15,197	15,412
000122	Booster S. 6/20/2007		15,988		0	15,988	SL100FM	20.0	15,988	0	100	0	6,919	15,988	6,919	798	0	7,716	8,250
000123	Booster S. 7/31/2007		2,694		0	2,694	SL100FM	20.0	2,694	0	100	0	1,152	2,694	1,152	134	0	1,285	1,388
000124	Booster S. 7/31/2007		19,014		0	19,014	SL100FM	20.0	19,014	0	100	0	8,061	19,014	8,061	551	0	9,025	9,983
000125	Booster S. 7/31/2007		2,129		0	2,129	SL100FM	20.0	2,129	0	100	0	995	2,129	995	106	0	1,011	1,118
000126	Booster S. 9/14/2007		5,731		0	5,731	SL100FM	20.0	5,731	0	100	0	2,388	5,731	2,388	287	0	2,674	3,058
000127	Booster S. 9/30/2007		1,390		0	1,390	SL100FM	20.0	1,390	0	100	0	579	1,390	579	70	0	649	741
000128	Booster S. 10/21/2007		288		0	288	SL100FM	20.0	288	0	100	0	111	288	111	13	0	124	144
000147	Booster S. 3/31/2010		6,495		0	6,495	SL100FM	20.0	6,495	0	100	0	2,791	6,495	2,791	342	0	3,133	3,703
000148	Booster S. 3/31/2010		6,013		0	6,013	SL100FM	20.0	6,013	0	100	0	1,754	6,013	1,754	301	0	2,054	2,658
000149	Booster S. 3/31/2010		1,461		0	1,461	SL100FM	20.0	1,461	0	100	0	401	1,461	401	74	0	475	505
000152	Pump House Roof 2/28/2010		1,405		0	1,405	SL100FM	20.0	1,405	0	100	0	416	1,405	416	70	0	486	519
000173	Pumping Equipment 7/31/2011		885		0	885	SL100FM	20.0	885	0	100	0	199	885	199	44	0	243	241
000180	Booster S. 9/30/2013		3,394		0	3,394	SL100FM	50.0	3,394	0	100	0	157	3,394	157	67	0	224	3140
000181	Booster Station - new bladder 12/31/2013		1,628		0	1,628	SL100FM	50.0	1,628	0	100	0	98	1,628	98	33	0	100	1,528
000196	Structure 3/25/2015		793		0	793	SL100FM	50.0	793	0	100	0	19	793	19	15	0	28	782
90001	Pumping Equip 8/1/1991		32,200		0	32,200	SL100FM	50.0	32,200	0	100	0	15,724	32,200	15,724	644	0	16,385	15,882
900018	Pump 8/31/2014		1,220		0	1,220	SL100FM	50.0	1,220	0	100	0	35	1,220	35	24	0	83	1,161
90002	Booster Pump Repair 3/12/1993		402		0	402	SL100FM	20.0	402	0	100	0	402	402	402	0	0	402	0
900020	Pump 9/30/2014		2,272		0	2,272	SL100FM	50.0	2,272	0	100	0	81	2,272	81	45	0	106	2,166
900021	Pump 10/31/2014		1,295		0	1,295	SL100FM	50.0	1,295	0	100	0	32	1,295	32	25	0	58	1,237
90003	Pump 12/31/2014		1,121		0	1,121	SL100FM	50.0	1,121	0	100	0	24	1,121	24	22	0	47	1,074
90004	Instal Pump Motor 5/17/1993		3,376		0	3,376	SL100FM	20.0	3,376	0	100	0	3,382	3,376	3,382	0	0	3,382	13
90005	Pumping Out 22KV Glander 2/18/1994		125		0	125	SL100FM	50.0	125	0	100	0	57	125	57	3	0	518	3
90006	Pumping Gas Cans 3/31/1994		38		0	38	SL100FM	50.0	38	0	100	0	17	38	17	1	0	18	20

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Asset ID	Scheduled Dates Placed in Service Disposed Date	Asset Balances				Depreciable Basis				Current & Accum Depreciation										
		Beginning	Additions	Deletions	Ending	Dep. Method	Life Yr-Mo	Book Cost	Credit Reduction Amount	Dep. %	Net SVLGA 3.1 ATD	Prorated Depreciation	Depreciable Basis	Beginning Accum Dep	Current Depreciation	Net SVLGA 3.1 ATD	Net Additions	Ending Accum Dep	Net Book Value	
000024	Services 10/31/2003	549	0	0	549	S1100FM	10 0	549	0	100	0	549	549	549	0	0	0	0	549	0
000025	Services 11/29/2003	343	0	0	343	S1100FM	10 0	343	0	100	0	343	343	343	0	0	0	0	343	0
000026	Services 12/31/2003	150	0	0	150	S1100FM	10 0	150	0	100	0	150	150	150	0	0	0	0	150	0
000088	Services 11/29/2005	1,399	0	0	1,399	S1100FM	10 0	1,399	0	100	0	1,399	1,399	1,399	0	0	0	0	1,399	0
85001	Services 8/11/1991	8,932	0	0	8,932	S1100FM	50 0	8,932	0	100	0	4,394	8,932	4,394	179	0	0	0	4,543	4,389
85002	Services 7/30/1992	652	0	0	652	S1100FM	50 0	652	0	100	0	305	652	305	13	0	0	0	318	334
85003	Repair Services Lines 2/16/1993	203	0	0	203	S1100FM	20 0	203	0	100	0	202	203	202	0	0	0	0	202	1
85004	Repair Labor 10/25/1993	702	0	0	702	S1100FM	20 0	702	0	100	0	359	702	359	0	0	0	0	688	3
85005	Meat Repair 8/31/1993	652	0	0	652	S1100FM	20 0	652	0	100	0	651	652	651	0	0	0	0	651	1
85006	Services 5/11/1995	330	0	0	330	S1100FM	20 0	330	0	100	0	227	330	227	11	0	0	0	228	92
85007	Services 6/20/1995	334	0	0	334	S1100FM	30 0	334	0	100	0	228	334	228	11	0	0	0	229	95
85008	Services 10/27/1995	25	0	0	25	S1100FM	30 0	25	0	100	0	17	25	17	1	0	0	0	18	7
85009	Services 9/27/1995	13	0	0	13	S1100FM	30 0	13	0	100	0	7	13	7	0	0	0	0	8	5
85010	Services 2/21/1998	10	0	0	10	S1100FM	30 0	10	0	100	0	5	10	5	0	0	0	0	6	4
85011	Services 4/18/1998	21	0	0	21	S1100FM	30 0	21	0	100	0	13	21	13	1	0	0	0	14	7
85012	Services 10/7/1998	452	0	0	452	S1100FM	30 0	452	0	100	0	256	452	256	15	0	0	0	281	181
85013	Services 4/22/2001	42	0	0	42	S1100FM	10 0	42	0	100	0	42	42	42	0	0	0	0	42	0
85014	Services 8/27/2001	51	0	0	51	S1100FM	10 0	51	0	100	0	51	51	51	0	0	0	0	81	0
85015	Services 9/25/2001	229	0	0	229	S1100FM	10 0	229	0	100	0	229	229	229	0	0	0	0	229	0
85016	Services 8/31/2002	423	0	0	423	S1100FM	10 0	423	0	100	0	423	423	423	0	0	0	0	423	0
85017	Services 9/26/2002	289	0	0	289	S1100FM	10 0	289	0	100	0	289	289	289	0	0	0	0	289	0
85018	Services 8/12/2014	594	0	0	594	S1100FM	10 0	594	0	100	0	80	594	80	0	0	0	0	135	428
Subtotal Services (29)		20,256	0	0	20,256			20,256	0	100	0	14,650	20,256	14,650	289	0	0	0	14,768	6,971
Class Trans & Dist Main																				
000068	Bank Clearing 1/20/2005	7,391	0	0	7,391	S1100FM	50 0	7,391	0	100	0	1,693	7,391	1,693	148	0	0	0	1,651	5,740
000067	Water Main 5/31/2005	17,140	0	0	17,140	S1100FM	50 0	17,140	0	100	0	3,657	17,140	3,657	383	0	0	0	3,999	13,141
000146	PW 6/20/2010	7,276	0	0	7,276	S1100FM	20 0	7,276	0	100	0	2,151	7,276	2,151	364	0	0	0	2,555	4,881
000176	S&I 8/16/2011	2,710	0	0	2,710	S1100FM	40 0	2,710	0	100	0	316	2,710	316	68	0	0	0	389	2,392

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Asset ID	Selected Date	Placed in Service/Disposal Date	Beginning	Address	Mileage	Ending	Dept	Life	Book Cost	Original Residual Value	Residual Value %	MA STRUK & ATD	Prior Reported Depreciation	Depreciable Basis	Beginning Accum Deprec	Current Deprec & ATD	Net Book Value	Ret Retirements	Ending Accum Deprec	Net Book Value	
																					1/1/00
Class: Trains & Dist Mains																					
000178		Egg Harbor Home Services LLC - water tower road	1,933			1,933	SI-100PM	50.0	1,933	0	100	0	77	1,856	77	32	0	0	1,888	143.26	
000223		Veas	9,870			9,870	SI-100PM	50.0	9,870	0	100	0	82	9,870	82	197	0	0	10,067	9,870	
88001		Veas System	333,182			333,182	SI-100PM	50.0	333,182	0	100	0	183,254	333,182	183,254	5,664	0	0	188,918	143.26	
88002		Water System	203,214			203,214	SI-100PM	50.0	203,214	0	100	0	107,701	203,214	107,701	4,084	0	0	111,765	91,44	
88003		Water System	50,287			50,287	SI-100PM	50.0	50,287	0	100	0	26,186	50,287	26,186	1,005	0	0	27,141	23,12	
88004		Other Penalties	903			903	SI-100PM	50.0	903	0	100	0	436	903	436	18	0	0	453	48	
88005		Pennsylvania Dept Water Line	100,000			100,000	SI-100PM	50.0	100,000	0	100	0	23,833	100,000	23,833	2,000	0	0	76,167	31,693	
88018		Water Mains	389,467			389,467	SI-100PM	50.0	389,467	0	100	0	172,764	389,467	172,764	7,393	0	0	186,703	141,571	
Subtotal: Trains & Dist Mains (12)			1,133,023			1,133,023			1,133,023	0	100	0	580,789	1,133,023	580,789	22,882	0	0	557,907	579,24	
Class: Water Plan																					
000027		Traffic Water Plan	1,500			1,500	SI-100PM	20.0	1,500	0	100	0	905	1,500	905	75	0	0	1,575	91	
000080		Additions to Water Plan	1,959			1,959	SI-100PM	5.0	1,959	0	100	0	1,999	1,959	1,999	0	0	0	1,959	1,959	
000081		Additions to Water Plan	703			703	SI-100PM	5.0	703	0	100	0	703	703	703	0	0	0	703	703	
000082		Additions to Water Plan	3,402			3,402	SI-100PM	5.0	3,402	0	100	0	3,402	3,402	3,402	0	0	0	3,402	3,402	
000083		Additions to Water Plan	153			153	SI-100PM	5.0	153	0	100	0	153	153	153	0	0	0	153	153	
000084		Additions to Water Plan	1,683			1,683	SI-100PM	5.0	1,683	0	100	0	1,683	1,683	1,683	0	0	0	1,683	1,683	
000085		Additions to Water Plan	2,664			2,664	SI-100PM	5.0	2,664	0	100	0	2,664	2,664	2,664	0	0	0	2,664	2,664	
000086		Additions to Water Plan	1,745			1,745	SI-100PM	5.0	1,745	0	100	0	1,745	1,745	1,745	0	0	0	1,745	1,745	
000087		Additions to Water Plan	2,385			2,385	SI-100PM	5.0	2,385	0	100	0	2,385	2,385	2,385	0	0	0	2,385	2,385	
000088		Additions to Water Plan	1,761			1,761	SI-100PM	5.0	1,761	0	100	0	1,761	1,761	1,761	0	0	0	1,761	1,761	
000109		Hydraulic Report	2,531			2,531	SI-100PM	5.0	2,531	0	100	0	2,531	2,531	2,531	0	0	0	2,531	2,531	
000110		Water Plan	1,900			1,900	SI-100PM	5.0	1,900	0	100	0	1,900	1,900	1,900	0	0	0	1,900	1,900	
000111		Water Plan	1,819			1,819	SI-100PM	5.0	1,819	0	100	0	1,819	1,819	1,819	0	0	0	1,819	1,819	
000112		Water Plan	1,684			1,684	SI-100PM	5.0	1,684	0	100	0	1,684	1,684	1,684	0	0	0	1,684	1,684	
000113		Water Plan	782			782	SI-100PM	5.0	782	0	100	0	782	782	782	0	0	0	782	782	
000114		Water Plan	434			434	SI-100PM	5.0	434	0	100	0	434	434	434	0	0	0	434	434	
000115		Water Plan	3,832			3,832	SI-100PM	5.0	3,832	0	100	0	3,832	3,832	3,832	0	0	0	3,832	3,832	
000115		Water Plan	1,389			1,389	SI-100PM	5.0	1,389	0	100	0	1,389	1,389	1,389	0	0	0	1,389	1,389	

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000116	Water Filter - S12822-14	11/8/2006	1,885	0	0	1,885	50	1,885	0	100	0	0	1,885	1,885	0	0	0	1,885	0
000117	Water Pan	11/8/2006	8	0	0	8	50	8	0	100	0	0	8	8	0	0	0	8	0
000118	Water Pan - Tammerdow	12/31/2006	1,518	0	0	1,518	50	1,518	0	100	0	1,518	1,518	1,518	0	0	0	1,518	0
000132	DOH	1/8/2007	108	0	0	108	200	108	0	100	0	48	108	49	5	0	0	1,518	0
000133	Water Sy - Dept of Health	8/18/2007	2,208	0	0	2,208	200	2,208	0	100	0	974	2,208	974	110	0	0	1,085	1,121
000134	Water Sy	4/20/2007	53	0	0	53	200	53	0	100	0	41	53	41	5	0	0	45	48
000135	Dead End Pipes	5/10/2007	1,800	0	0	1,800	200	1,800	0	100	0	780	1,800	780	98	0	0	970	390
000136	Open End Pipes	5/18/2007	1,297	0	0	1,297	200	1,297	0	100	0	540	1,297	540	82	0	0	603	64
000137	July	7/21/2007	250	0	0	250	200	250	0	100	0	105	250	105	13	0	0	119	131
000138	Dead End Pipes - S12822-23	6/14/2007	1,425	0	0	1,425	200	1,425	0	100	0	894	1,425	894	71	0	0	695	78
000139	Dead End Pipes	10/19/2007	2,315	0	0	2,315	200	2,315	0	100	0	924	2,315	924	116	0	0	1,070	246
000140	Dead End Pipes	1/16/2007	700	0	0	700	200	700	0	100	0	388	700	286	35	0	0	321	371
000141	SEA Water Plant	12/81/2007	88	0	0	88	200	88	0	100	0	39	88	39	5	0	0	44	35
000205	Chlorination	1/1/2015	8,122	0	0	8,122	200	8,122	0	100	0	408	8,122	408	405	0	0	812	391
000206	Chlorination	1/7/2015	8,400	0	0	8,400	200	8,400	0	100	0	420	8,400	420	420	0	0	840	561
000207	Chlorination	1/5/2015	8,149	0	0	8,149	200	8,149	0	100	0	407	8,149	407	407	0	0	815	534
000208	Chlorination	2/1/2015	8,441	0	0	8,441	200	8,441	0	100	0	397	8,441	397	422	0	0	899	65
000209	Chlorination	2/10/2015	2,451	0	0	2,451	200	2,451	0	100	0	112	2,451	112	123	0	0	255	221
000210	Chlorination System	2/28/2015	1,427	0	0	1,427	200	1,427	0	100	0	65	1,427	65	71	0	0	197	129
000211	Chlorination	2/28/2015	7,141	0	0	7,141	200	7,141	0	100	0	372	7,141	327	327	0	0	684	645
000212	Chlorination	3/11/2015	5,000	0	0	5,000	200	5,000	0	100	0	208	5,000	208	250	0	0	488	454
000213	Chlorination	3/28/2015	5,000	0	0	5,000	200	5,000	0	100	0	208	5,000	208	250	0	0	488	454
000214	Trenching	3/30/2015	3,311	0	0	3,311	200	3,311	0	100	0	138	3,311	138	168	0	0	304	300
000215	Chlorination	4/12/2015	2,709	0	0	2,709	200	2,709	0	100	0	102	2,709	102	135	0	0	237	247
000216	Chlorination	4/17/2015	201	0	0	201	200	201	0	100	0	8	201	8	10	0	0	18	18
000217	Chlorination	4/22/2015	14,680	0	0	14,680	200	14,680	0	100	0	550	14,680	550	734	0	0	1,294	1339
000218	West Reservoir	4/27/2015	6,383	0	0	6,383	200	6,383	0	100	0	239	6,383	239	318	0	0	597	580
000219	East Reservoir	4/27/2015	4,089	0	0	4,089	200	4,089	0	100	0	154	4,089	154	205	0	0	399	374

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For the Period January 1, 2016 to December 31, 2016**

Asset ID	Asset Description	Asset Balance			Depreciable Book	Depreciation			Current Depreciation			Original & Accum Depreciation			
		Beginning	Additions	Ending		Base	Use %	Net-Strat. & AFD	Price Reported	Depreciable	Beginning	Current Depreciation	Net-Strat. & AFD	Net-Strat. & AFD	Net Book Value
000220	Chlorination Project	19,540	0	19,540	20.0	100	0	733	19,540	733	977	0	0	1,710	17,334
000221	Chlorination	48	0	48	20.0	100	0	2	48	2	2	0	0	4	44
000222	Chlorination	6,251	0	6,251	20.0	100	0	208	6,251	208	313	0	0	521	5,730
000230	Water System	666	0	666	20.0	100	0	31	666	31	33	0	0	64	602
000231	Water System	1,679	0	1,679	20.0	100	0	77	1,679	77	84	0	0	161	1,518
000232	Water System	3,992	0	3,992	20.0	100	0	183	3,992	183	200	0	0	383	3,609
000233	Water System	18,938	0	18,938	20.0	100	0	746	18,938	746	798	0	0	1,544	17,394
000234	Water System	22,642	0	22,642	20.0	100	0	755	22,642	755	785	0	0	1,567	21,075
000235	Water System	11,590	0	11,590	20.0	100	0	338	11,590	338	379	0	0	418	11,172
000236	Water System	500	0	500	20.0	100	0	13	500	13	25	0	0	34	466
000237	Water System	1,623	0	1,623	20.0	100	0	41	1,623	41	41	0	0	122	1,501
000238	Water System	450	0	450	20.0	100	0	11	450	11	25	0	0	34	416
000239	Water System	4,243	0	4,243	20.0	100	0	88	4,243	88	212	0	0	301	3,942
000240	Water System	1,556	0	1,556	20.0	100	0	32	1,556	32	78	0	0	110	1,446
000241	Water System	294	0	294	20.0	100	0	5	294	5	15	0	0	20	274
000242	Water System	115	0	115	20.0	100	0	1	115	1	6	0	0	7	108
000243	Water System	754	0	754	20.0	100	0	6	754	6	38	0	0	44	710
000244	Water System	424	0	424	20.0	100	0	2	424	2	21	0	0	23	401
000245	Water System	472	0	472	20.0	100	0	2	472	2	24	0	0	26	446
880201	comprehensive water plan	53,337	0	53,337	6.0	100	0	2	53,337	2	24	0	0	26	53,311
880202	Addition to water plan	980	0	980	5.10	100	0	690	980	0	0	0	0	980	0
880203	Addition to water plan	4,726	0	4,726	5.10	100	0	4,726	4,726	0	0	0	0	4,726	0
880204	Addition to water plan	55	0	55	5.9	100	0	55	55	0	0	0	0	55	0
880205	Addition to water plan	1,388	0	1,388	5.8	100	0	1,388	1,388	0	0	0	0	1,388	0
880206	Addition to water plan	811	0	811	5.7	100	0	811	811	0	0	0	0	811	0
880207	Addition to water plan	20	0	20	5.6	100	0	20	20	0	0	0	0	20	0
880208	Addition to water plan	55	0	55	5.3	100	0	55	55	0	0	0	0	55	0
880209	Addition to water plan	55	0	55	5.2	100	0	55	55	0	0	0	0	55	0

**Centerwood Water Company
Comprehensive Depreciation Letter Size [Depreciation]
GAAP**

For the Period January 1, 2016 to December 31, 2016

AssetID	Special Line	Project	Serial/Response Job	Asset Balance				Estg	Dep Method	Life Yrs	Book Cost	Depreciable				Current Dep'n				Net Book Value		
				Beginning	Acquisitions	Dispos	Ending					Orig. Acquist	Ret. ST/PA	Prorated	Depreciable	Residual	Current Dep'n	Net Sec	Net Address		Ending Accum	Net Book Value
89029				1/18/2002	0	0	0	220	SL100FM	50	220	0	100	0	0	220	220	0	0	0	220	0
89030				2/21/2002	0	0	0	275	SL100FM	41	275	0	100	0	0	275	275	0	0	0	275	0
89031				4/18/2002	0	0	0	448	SL100FM	40	448	0	100	0	0	448	448	0	0	0	448	0
89032				1/12/2005	0	0	0	1,981	SL100FM	100	1,981	0	100	0	0	1,981	1,981	0	0	0	1,981	0
89033				1/17/2008	0	0	0	2,032	SL100FM	100	2,032	0	100	0	0	2,032	2,032	0	0	0	2,032	0
89034				2/28/2008	0	0	0	320	SL100FM	100	320	0	100	0	0	320	320	0	0	0	320	0
89035				3/25/2008	0	0	0	975	SL100FM	100	975	0	100	0	0	975	975	0	0	0	975	0
89036				3/31/2008	0	0	0	144	SL100FM	100	144	0	100	0	0	144	144	0	0	0	144	0
89037				4/18/2008	0	0	0	1,050	SL100FM	100	1,050	0	100	0	0	1,050	1,050	0	0	0	1,050	0
89038				5/15/2008	0	0	0	1,588	SL100FM	100	1,588	0	100	0	0	1,588	1,588	0	0	0	1,588	0
89039				7/12/2014	0	0	0	3,000	SL100FM	100	3,000	0	100	0	0	3,000	3,000	0	0	0	3,000	0
89040				7/12/2014	0	0	0	307,582	SL100FM	100	307,582	0	100	0	0	307,582	307,582	0	0	0	307,582	0
Class: Water Rights																						
0001005				10/18/2003	0	0	0	11,530	None	00	11,530	0	100	0	0	11,530	11,530	0	0	0	11,530	0
0001005				Water Rights/Wel	0	0	0	3,657	None	00	3,657	0	100	0	0	3,657	3,657	0	0	0	3,657	0
0001005				7/31/2004	0	0	0	15,197	None	00	15,197	0	100	0	0	15,197	15,197	0	0	0	15,197	0
Class: Wells																						
0000228				Well Improvements	0	0	0	544	SL100FM	200	544	0	100	0	0	544	544	0	0	0	544	0
0000229				7/31/2003	0	0	0	13,142	SL100FM	200	13,142	0	100	0	0	13,142	13,142	0	0	0	13,142	0
0000330				Well Improvements	0	0	0	788	SL100FM	200	788	0	100	0	0	788	788	0	0	0	788	0
0000331				9/19/2003	0	0	0	495	SL100FM	200	495	0	100	0	0	495	495	0	0	0	495	0
0000332				Well Improvements	0	0	0	4134	SL100FM	200	4,134	0	100	0	0	4,134	4,134	0	0	0	4,134	0
0000333				10/31/2003	0	0	0	15,918	SL100FM	200	15,918	0	100	0	0	15,918	15,918	0	0	0	15,918	0
0000334				New Well	0	0	0	1,540	SL100FM	200	1,540	0	100	0	0	1,540	1,540	0	0	0	1,540	0
0000335				New Well	0	0	0	55	SL100FM	200	55	0	100	0	0	55	55	0	0	0	55	0
0000336				New Well	0	0	0	724	SL100FM	200	724	0	100	0	0	724	724	0	0	0	724	0
0000337				Well Improvements	0	0	0	3,998	SL100FM	200	3,998	0	100	0	0	3,998	3,998	0	0	0	3,998	0

**Carlewood Water Company
Comprehensive Depreciation Letter Size Depreciation
GAAP**

For the Period January 1, 2016 to December 31, 2016

Asset ID	Scheduled Date	Placed in Service/Revised Date	Asset Balance				Ending Balance	Depreciation	Accumulated Depreciation	Current & Accrual Depreciation	Estimated Accumulated Depreciation	Net Book Value
			Beginning Balance	Additions	Deletions	Ending Balance						
000038	Class: Weirs											
000039	Well Improvements	10/31/2004	92	0	0	92	0	0	0	0	92	0
000040	Well Improvements	11/30/2004	4833	0	0	4833	0	0	0	0	4833	0
000054	Well Improvements	12/31/2004	19,707	0	0	19,707	0	0	0	0	19,707	0
000055	Well Improvements	1/1/2005	188	0	0	188	0	0	0	0	188	0
000056	Well Improvements	1/1/2005	40,406	0	0	40,406	0	0	0	0	40,406	0
000057	Well Improvements	1/1/2005	2,200	0	0	2,200	0	0	0	0	2,200	0
000058	Well Improvements	2/1/2005	18,100	0	0	18,100	0	0	0	0	18,100	0
000059	Well Improvements	2/22/2005	3,501	0	0	3,501	0	0	0	0	3,501	0
000060	Well Improvements	3/1/2005	44,662	0	0	44,662	0	0	0	0	44,662	0
000061	Well Improvements	4/30/2005	8,813	0	0	8,813	0	0	0	0	8,813	0
000062	Well Improvements	6/31/2005	20,049	0	0	20,049	0	0	0	0	20,049	0
000063	Well Improvements	6/30/2005	4,503	0	0	4,503	0	0	0	0	4,503	0
000064	Well Improvements	8/31/2005	8,990	0	0	8,990	0	0	0	0	8,990	0
000065	Well Improvements	10/31/2005	879	0	0	879	0	0	0	0	879	0
000066	Well Pump	6/30/2005	4,288	0	0	4,288	0	0	0	0	4,288	0
000067	Well Improvements	10/31/2005	945	0	0	945	0	0	0	0	945	0
000068	Well Improvements	7/1/2012	1,240	0	0	1,240	0	0	0	0	1,240	0
000069	Well Improvements	5/31/2013	230	0	0	230	0	0	0	0	230	0
000070	Well Improvements	7/31/2013	800	0	0	800	0	0	0	0	800	0
000071	Well Improvements	6/30/2013	400	0	0	400	0	0	0	0	400	0
000072	Well Improvements	7/31/2013	400	0	0	400	0	0	0	0	400	0
000073	Well Improvements	4/30/2013	800	0	0	800	0	0	0	0	800	0
000074	Well Improvements	6/30/2013	400	0	0	400	0	0	0	0	400	0
000075	Well Improvements	7/31/2013	400	0	0	400	0	0	0	0	400	0
000076	Well Improvements	12/31/2013	1,200	0	0	1,200	0	0	0	0	1,200	0
000077	Well	7/31/2015	2,294	0	0	2,294	0	0	0	0	2,294	0
000078	Well	9/30/2015	10,641	0	0	10,641	0	0	0	0	10,641	0
000079	Well	10/31/2015	10,522	0	0	10,522	0	0	0	0	10,522	0

**Centenwood Water Company
Comprehensive Depreciation Letter Size [Depreciation]
GAAP
For the Period January 1, 2016 to December 31, 2016**

Asset ID	Placed in Service/Disposal Date	Asset Balance			Ending	Dep. Method	Life Yrs	Book Cost	Goodwill/Debt	Accum. Depreciation	Rate	Accum. Depreciation	Rate	Accum. Depreciation	Rate	Accum. Depreciation	Rate	Accum. Depreciation	Rate	Accum. Depreciation	Rate
		Beginning	Additions	Disposals																	
Class: Wells																					
010020	Well	5,315	0	0	5,315	SL100FM	200	5,315	0	100	0	22	5,315	22	205	0	0	288	502		
910000	New Well	138,792	0	0	138,792	SL100FM	250	138,792	0	100	0	35,125	138,792	85,125	5,682	0	0	90,677	48,11		
910001	Well Improvements	1,165	0	0	1,165	SL100FM	250	1,165	0	100	0	698	1,165	698	47	0	0	715	46		
910002	Well Improvements	6,401	0	0	6,401	SL100FM	250	6,401	0	100	0	3,649	6,401	3,649	256	0	0	3,905	246		
910003	Well Improvements	35	0	0	35	SL100FM	250	35	0	100	0	20	35	20	1	0	0	21	1		
910004	New Well General	702	0	0	702	SL100FM	100	702	0	100	0	574	702	574	78	0	0	682	13		
Subtotal: Wells (4)		415,599	0	0	415,599			415,599	0	100	0	20,621	415,599	220,621	16,583	0	0	239,874	124,757		
Grand Total:		2,370,949	0	0	2,370,949			2,370,949	0	100	0	1,107,735	2,263,214	1,107,735	71,551	0	0	1,179,588	919,125		

Note: There may be differences due to rounding.

**CANTERWOOD WATER COMPANY
2017 ADDITIONAL ASSETS AND DEPRECIATION**

Other Assets	2016	Asset Additions*	2017
Water Right - Purdy -Elmore	\$ 150,000.00	\$ -	\$ 150,000.00
WUP - Land & Water Rights	15,196.25	-	15,196.25
WUP - Structures	7,974.60	-	7,974.60
WUP - Wells	413,176.33	-	413,176.33
WUP - Reservoir	19,614.17	5,140.17	24,754.34
WUP - Power Generation Equip	52,482.63	590.27	53,072.90
WUP - Pumping Equipment	273,470.45	1,645.42	275,115.87
WUP - Water Treatment Equip	96,042.40	1,194.66	97,237.06
WUP - Transmission Mains	141,676.69	-	141,676.69
WUP - Services	20,295.48	-	20,295.48
WUP - Meters	146,368.17	9,200.00	155,568.17
WUP - Hydrants	8,696.82	-	8,696.82
WUP - Plant & Misc Equip	1,025,483.44	1,380.74	1,026,864.18
WUP - Office Equip/Furn	978.75	-	978.75
WUP - Comprehensive Plan	195,968.58	-	195,968.58
WUP - Depr - Plant in Service	(1,178,865.02)	(65,609.88)	(1,244,474.90)
CIAC - Taxes	-	(3,290.25)	(3,290.25)
Total Other Assets	\$ 1,388,559.74	\$ (49,748.87)	\$ 1,338,810.87

*Canterwood Water Company has only a 2016 Asset Depreciation Summary available currently. This schedule shows additions to assets for 2017, & accumulated depreciation for total assets for 2017.

EXHIBIT A-2

WATER RIGHTS

State of Washington, Department of Ecology Certificate of Water Right, Certificate Nos.

- G2-25125 C
- G2-26660 B
- G2-28155
- G2-26545

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CERTIFICATE OF WATER RIGHT

Surface Water (issued in accordance with the provisions of Chapter 917, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)

Ground Water (issued in accordance with the provisions of Chapter 904, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

ISSUANCE DATE January 19, 1979	APPLICATION NUMBER G2-25125	PRIORITY NUMBER G2-25125 P	CERTIFICATE NUMBER G2-25125 C
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NAME
The Lorigon Corporation d/b/a Canterwood Water Company

ADDRESS (STREET) CITY STATE ZIP CODE
4026 Canterwood Drive Gig Harbor Washington 98335-8846

This is to certify that the herein named applicant has made priority to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said water has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATERS TO BE APPROPRIATED

SOURCE
3 wells

TERRITORY OF OR SURFACE WATERS

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 469	MAXIMUM ACRE-FEET PER YEAR 305
-------------------------------	-----------------------------------	-----------------------------------

QUANTITY, TYPE OF USE, PERIOD OF USE
305 acre-feet per year Multiple domestic supply Year-round, as needed

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION/WITHDRAWAL
Well #1) 310 feet south and 1040 feet west of the northeast corner of Section 30, T. 22 N., R. 2 E.W.M.
Well #2) 560 feet south and 1040 feet west of the northeast corner of Section 30, T. 22 N., R. 2 E.W.M.
Well #3) 760 feet south and 690 feet west of the northeast corner of Section 25, T. 22 N., R. 1 E.W.M.

LOCATED WITHIN NEAREST LEGAL SUBDIVISION NEANEVA	SECTION 25 & 30	TOWNSHIP N. 22	RANGE E. OR W. HALF 1 & 2E	SURV. 15	COUNTY Pierce
--	-------------------------------	--------------------------	--	--------------------	-------------------------

RECORDED PLATTED PROPERTY

LOT BLOCK OR (GIVE NAME OF PLAT OR ADDITION)

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

Area served by Lorigon Corporation within Sections 19, 24, 25 and 36, T. 22 N., R. 1 E.W.M., Sections 19, 30 and 31, T. 22 N., R. 2 E.W.M., to be known as the Canterwood Water Supply System.

PROVISIONS

The well access port shall be maintained at all times.

Owing to the proximity of neighboring wells, the permittee is reminded of his responsibility towards same and advised that he may be required to regulate his withdrawal pumping rate if existing rights are injuriously affected.

At such time that the Department of Ecology determines the regulation and management of the subject waters is necessary and in the public interest, an approved measuring device shall be installed and maintained in accordance with RCW 90.03.360 and WAC 503-64-020 through -040.

The Water Resources Act of 1971 specifies certain criteria regarding utilization and management of the waters of the state in the best public interest. Use of water may be subject to regulation at certain times, based on the necessity to maintain water quantities sufficient for preservation of the natural environment.

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for nonuse of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Olympia, Washington,

this 30th day of December, 1992

Fred Olson, Acting Director
Department of Ecology

ENGINEERING DATA
OK

by Gale Blomstrom

FOR COUNTY USE ONLY

Canterwood Golf & Country Club
 12606 54th Avenue NW
 Gig Harbor, Washington 98332



**STATE OF WASHINGTON
 CERTIFICATE OF WATER RIGHT
 SUPERSEDING**

Document Title: Certificate of Water Right

Agency: Department of Ecology
 Southwest Regional Office
 P.O. Box 47775
 Olympia, WA 98504-7775

Applicant: Canterwood Golf & Country Club
 12606 54th Avenue NW
 Gig Harbor, Washington 98332

Reference Number:

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
March 6, 1985	G2-26660	G2-26660B	G2-26660B

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATERS TO BE APPROPRIATED

SOURCE	TRIBUTARY OF (IF SURFACE WATERS)	
Well 4 (AFB 992)		
MAX. CUBIC FEET PER SECOND	MAX. GALLONS PER MINUTE	MAX. ACRE-Feet PER YEAR
	280	160

QUANTITY/TYPE OF USE/PERIOD OF USE

160 Acre-feet per year Irrigation (90 Acres) April 1 - October 1

LEGAL DESCRIPTION OF LOCATION OF DIVERSION/WITHDRAWAL

1/4 1/4 NW 1/4 NW 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.L.A.	COUNTY
	30	22	2E	15	Pierce

PARCEL # 2097001020

ADDITIONAL LEGAL IS ON PAGE 2

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

1/4 1/4 N/A	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.L.A.	COUNTY
	N/A	N/A	N/A	15	Pierce

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

CONTINUED LEGAL DESCRIPTION FOR LOCATION OF DIVERSION/WITHDRAWAL

600 feet East and 1000 feet South of the Northwest corner of Section 30.

CONTINUED LEGAL DESCRIPTION FOR PROPERTY ON WHICH WATER IS TO BE USED

Canterwood Golf Course and Country Club located within portions of Sections 24 & 25, T. 22 N., R. 1 E.W.M. and Sections 19 & 30, T. 22 N., R. 2 E.W.M.

PROVISIONS

All conditions and requirements contained in reports of examination or permits previously issued apply to this certificate unless specifically noted below.

"This superseding document authorizes the withdrawal of 280 gpm; and 160 acre-feet per year from a well"

An approved measuring device shall be installed and maintained for each of the sources identified by this water right in accordance with the rule "Requirements for Measuring and Reporting Water Use", Chapter 173-173 WAC.

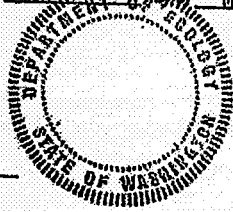
Water use data shall be recorded monthly. The maximum rate of diversion/withdrawal and the annual total volume shall be submitted to Ecology by January 31st of each calendar year.

(continued on page 3)

The right to use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.100.

This certificate of water right is specifically subject to relinquishment for non-use of water as provided in Chapter 90.14 RCW.

Given under my hand and the seal of this office at Olympia, Washington,
this 4th day of March, 2005.



Jay Manning, Director
Department of Ecology

By Thomas Lozanger
Thomas Lozanger, Section Manager

DATA OK slw

Legal Description and Provisions Continued

Provisions Continued

The following information shall be included with each submittal of water use data: owner, contact name if different, mailing address, daytime phone number, WRIA, Permit/Certificate/Claim No., source name, annual quantity used including units, maximum rate of diversion including units, monthly meter readings including units, peak monthly flow including units and period of use. In the future, Ecology may require additional parameters to be reported or more frequent reporting. Ecology prefers web based data entry, but does accept hard copies. Ecology will provide forms and electronic data entry information.

Chapter 173-173 WAC describes the requirements for data accuracy, device installation and operation, and information reporting. It also allows a water user to petition Ecology for modifications to some of the requirements. Installation, operation and maintenance requirements are enclosed as a document entitled "Water Measurement Device Installation and Operation Requirements".

Department of Ecology personnel, upon presentation of proper credentials, shall have access at reasonable times; to the records of water use that are kept to meet the above conditions, and to inspect at reasonable times any measuring device used to meet the above conditions.

The Water Resources Act of 1971 specifies certain criteria regarding utilization and management of the waters of the state in the best public interest. Use of water may be subject to regulation at certain times, based on the necessity to maintain water quantities sufficient for preservation of the natural environment.

Canterwood Water Company
 4026 Canterwood Drive NW Ste B
 Gig Harbor, Washington 98332



STATE OF WASHINGTON
CERTIFICATE OF WATER RIGHT
 SUPERSEDING

Document Title: Certificate of Water Right

Agency: Department of Ecology
 Southwest Regional Office
 P.O. Box 47775
 Olympia, WA 98504-7775

Applicant: Canterwood Water Company
 4026 Canterwood Drive NW Ste B
 Gig Harbor, Washington 98332

Reference Number:

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
May 22, 1991	G2-28155	G2-28155	G2-28155

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATERS TO BE APPROPRIATED

SOURCE	TRIBUTARY OF (IF SURFACE WATERS)	
Wells 5 & 6		
MAX. CUBIC FEET PER SECOND	MAX. GALLONS PER MINUTE	MAX. ACRE-FOOT PER YEAR
	410	191 (Partially Supplemental)

QUANTITY/TYPE OF USE/PERIOD OF USE

3 Acre-feet per year (Primary) Multiple domestic supply Year-round, as needed
 188 Acre-feet per year (Supplemental) Multiple domestic supply Year-round, as needed

LEGAL DESCRIPTION OF LOCATION OF DIVERSION/WITHDRAWAL

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.L.A.	COUNTY
NE 1/4 NE 1/4	25	22	1E	15	Pierce

PARCEL # 01-22-25-1-047

ADDITIONAL LEGAL IS ON PAGE 2

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.L.A.	COUNTY
N/A	N/A	N/A	N/A	15	Pierce

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

CONTINUED LEGAL DESCRIPTION FOR LOCATION OF DIVERSION/WITHDRAWAL

Well #5: 690 feet West and 700 feet South of the Northeast corner of Section 25. Well #6: 775 feet West and 700 feet South of the Northeast corner of Section 25.

CONTINUED LEGAL DESCRIPTION FOR PROPERTY ON WHICH WATER IS TO BE USED

The Canterwood Water Company service area is generally described as follows: Portions of Sections 19 & 30, T. 22 N., R. 2 E.W.M. and Portions of Sections 24 & 25 in T. 22 N., R. 1 E.W.M.

PROVISIONS

All conditions and requirements contained in reports of examination or permits previously issued apply to this certificate unless specifically noted below.

"Water right certificates G2-25125, G2-28155 and G2-26660, are appurtenant to the Canterwood Water Company's system.

- > G2-25125 authorizes the withdrawal of 469 gpm, and 305 acre-feet per year from Wells 1, 2 and 3.
- > G2-26660-A authorizes a 96 gpm, and 211 acre-feet per year from Wells 1, 2 and 3.
- > G2-28155 authorizes withdrawals from Well 5 and 6 in the amount of 410 gpm and 191 acre-feet per year of which 188 acre-feet are supplemental to existing rights held for domestic supply, and 3 acre-feet are primary

Water Rights currently allocated to the Canterwood Water Company currently amount to 969 gpm and 518 acre-feet per year."

An approved metering device shall be installed and maintained in accordance with RCW 90.03.360, 90.44.450 and WAC 508-64-020 through -040, and WAC 508-12-030. Meter readings shall be recorded at least monthly.

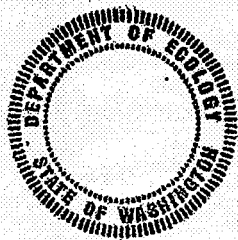
Under RCW 90.44.250 and 90.54.030, the Department of Ecology is directed to become informed about all aspects of the water resources of the state. The Department is authorized to make such investigations as may be necessary to determine the location, extent, depth, volume, and flow of all groundwaters within the state. Accordingly, the applicant shall monitor and provide an annual summary of the previous year's monthly water level data and monthly totals of water pumped for this well. The summary shall be

(continued on page 3)

The right to use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.100.


This certificate of water right is specifically subject to relinquishment for non-use of water as provided in Chapter 90.14 RCW.

Given under my hand and the seal of this office at Olympia, Washington,
this 8th day of September, 2000.



Tom Fitzsimmons, Director
Department of Ecology

By 
J. Mike Harris, Section Supervisor

ENGINEERING DATA
OK 
ECW 040-1-2 (Rev. 8-97)

LEGAL DESCRIPTION AND/OR PROVISIONS CONTINUED

Provisions Continued

submitted in tabular format to Ecology's Southwest Regional Office annually, during the month of February, or more frequently if requested by the Department.

Issuance of this water right is subject to the implementation of the minimum requirements established in the Conservation Planning Requirements, Guideline and Requirements for Public Water Systems Regarding Water Use Reporting, Demand Forecasting Methodology, and Conservation Programs, July 1994, and as revised.

Under RCW 90.03.005 and 90.54.020(6), conservation and improved water use efficiency must be emphasized in the management of the state's water resources, and must be considered as a potential new source of water. Accordingly, as part of the terms of this water right, the applicant shall prepare and implement a water conservation plan approved by Department of Health. The standards for such a plan may be obtained from either the Department of Health or the Department of Ecology.

The Water Resources Act of 1971 specifies certain criteria regarding utilization and management of the waters of the state in the best public interest. Use of water may be subject to regulation at certain times, based on the necessity to maintain water quantities sufficient for preservation of the natural environment.

Canterwood Water Company
 4026 Canterwood Drive NW Ste B
 Gig Harbor, Washington 98332



**STATE OF WASHINGTON
 CERTIFICATE OF WATER RIGHT**

SUPERSEDING

Document Title: Certificate of Water Right

Agency: Department of Ecology
 Southwest Regional Office
 P.O. Box 47775
 Olympia, WA 98504-7775

Applicant: Canterwood Water Company
 4026 Canterwood Drive NW Ste B
 Gig Harbor, Washington 98332

Reference Number:

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
June 6, 1984	G2-26545	G2-26545	G2-26545

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown.

PUBLIC WATERS TO BE APPROPRIATED

SOURCE		TRIBUTARY OF (IF SURFACE WATERS)	
Well 7			
MAX. CUBIC FEET PER SECOND	MAX. GALLONS PER MINUTE	MAX. ACRE-FOOT PER YEAR	
	310	140	

QUANTITY/TYPER OF USE/PERIOD OF USE

140 Acre-feet per year Municipal supply Year-round, as needed

LEGAL DESCRIPTION OF LOCATION OF DIVERSION/WITHDRAWAL

1/4 1/4 SW 1/4 NE 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.L.A.	COUNTY
	30	22	2E	15	Pierce

PARCEL # 2827410039

ADDITIONAL LEGAL IS ON PAGE 2

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

1/4 1/4 N/A	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.L.A.	COUNTY
	N/A	N/A	N/A	15	Pierce

PARCEL # N/A

ADDITIONAL LEGAL IS ON PAGE 2

CONTINUED LEGAL DESCRIPTION FOR LOCATION OF DIVERSION/WITHDRAWAL

1000 feet East and 500 feet South of the Northeast corner of Section 30.

CONTINUED LEGAL DESCRIPTION FOR PROPERTY ON WHICH WATER IS TO BE USED

Area served by Canterwood Water Company. The place of use of this water right is the service area described in the Water System Plan approved by the Washington State Department of Health. RCW 90.03.386 may have the effect of revising the place of use of this water right if the criteria in section RCW 90.03.586(2) are met.

PROVISIONS

An approved measuring device shall be installed and maintained for each of the sources identified by this water right in accordance with the rule "Requirements for Measuring and Reporting Water Use", Chapter 173-173 WAC.

Water use data shall be reported monthly. The maximum rate of diversion/withdrawal and the annual total volume shall be submitted to Ecology by January 31st of each calendar year.

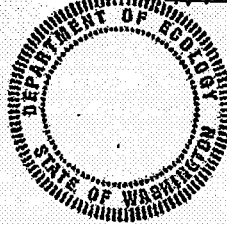
Chapter 173-173 WAC describes the requirements for data accuracy, device installation and operation, and information reporting. It also allows a water user to petition Ecology for modifications to some of the requirements. Installation, operation and maintenance requirements are enclosed as a document entitled "Water Measurement Device Installation and Operation Requirements".

Department of Ecology personnel, upon presentation of proper credentials, shall have access at reasonable times, to the records of water use that are kept to meet the above conditions, and to inspect at reasonable times any measuring device used to meet the above conditions.

The Water Resources Act of 1971 specifies certain criteria regarding utilization and management of the waters of the state in the best public interest. Use of water may be subject to regulation at certain times, based on the necessity to maintain water quantities sufficient for preservation of the natural environment.

(continued on page3)

Given under my hand and the seal of this office at Olympia, Washington,
this 17th day of November, 2005.



Jay Manning, Director
Department of Ecology

By Thomas Loranger
Thomas Loranger, Section Manager

DATA OR SW

LEGAL DESCRIPTION AND/OR PROVISIONS CONTINUED

Provisions Continued

"Water System Planning and Conservation - Issuance of this approval is subject to implementation of all required conservation and planning standards. The Department of Health (DOH), Office of Drinking Water is directed by the legislature to adopt water use efficiency rules. These new rules (Chapter 246-290 WAC) are a requirement of the Municipal Water Supply - Efficiency Requirements Act, Chapter 5, Laws of 2003, First Special Session. The water right holder is specifically required to address Water Use Efficiency Planning Requirements, Distribution Leakage Standards, and Water Use Efficiency Goal Setting and Performance Reporting."

CERTIFICATE

3

No. G2-26545

EXHIBIT B

REAL PROPERTY AND EASEMENTS

All real property rights and easements used to operate the Water System are being transferred, including, without limitation, the property rights and interests listed in the attached Assignment of Real Property and Easements. If any real property interests that are used by Seller to operate and maintain the Water System have been inadvertently omitted from the Assignment, the parties have agreed pursuant to paragraph 13.8 to execute the required documents of conveyance to transfer ownership of such property rights and interests by Seller to Buyer.

After recording, return to:
Joel C. Merkel
1001 4th Ave., Suite 4050
Seattle, WA 98154

ASSIGNMENT OF EASEMENTS, OTHER INTERESTS IN REAL PROPERTY AND WATER RIGHTS

THIS ASSIGNMENT OF EASEMENTS, OTHER INTERESTS IN REAL PROPERTY, AND WATER RIGHTS dated August 1, 2018, is entered into by Canterwood Water Company, a Washington corporation ("Seller"), and Peninsula Light Company, a Washington mutual corporation ("Buyer"), hereinafter also collectively referred to as the "Parties" or individually referred to as a "Party."

WHEREAS, Buyer 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 Canterwood Water System (the "Water System").


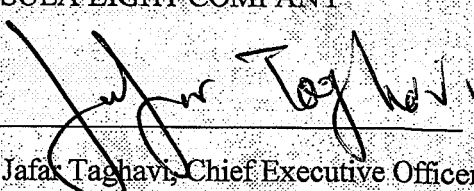
WHEREAS, the Seller has agreed to assign all of their rights, title and interest in, to and under any existing easements and or water rights, as they may exist.

NOW THEREFORE, the Parties agree as follows:

- 1. Assignment and Assumption of Seller's Interest.** Seller hereby assigns to Buyer all of their right, title and interest in real property and to and under the easements, covenants and other real property interests 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, Buyer hereby accepts said assignments and agrees to assume all of Seller's rights, duties and obligations under the Easements arising from and after the Effective Date.
- 2. Seller's Warranties and Representations.** Seller hereby warrants and represents to Buyer 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.

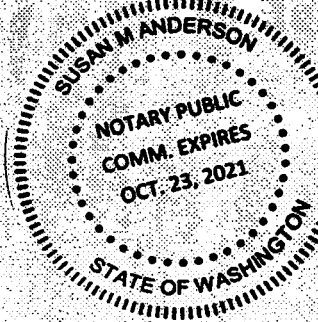
4. Attorneys Fees and Costs. In the event of any conflict, claim or dispute between the parties hereto arising out of or relating to the subject matter of this Assignment, whether or not such conflict, claim or dispute has its basis in law or in equity, the substantially prevailing party shall be entitled 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.

<p>Seller: CANTERWOOD WATER CO.</p> <p>By: </p> <p>Russell Tanner, President</p> <p>Address: 5727 Baker Way NW #101 Gig Harbor, WA 98332</p>	<p>Buyer: PENINSULA LIGHT COMPANY</p> <p>By: </p> <p>Jafar Taghavi, Chief Executive Officer</p> <p>Address: 13315 Goodnough Dr NW, Gig Harbor, WA 98332</p>
---	---

STATE OF WASHINGTON }
 } SS
COUNTY OF PIERCE }

On this 10th day of August, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Russell Tanner, to me known to be the President of Canterwood Water Co., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



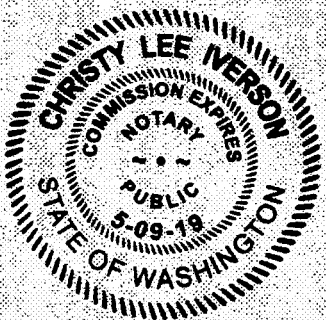
Susan M. Anderson
Notary Public for the State of Washington
Susan M. Anderson

NOTARY PUBLIC in and for the State of Washington
Residing at 616, Hays, WA
My appointment expires on Oct. 23, 2021 2018:

STATE OF WASHINGTON }
 } SS
COUNTY OF THURSTON }

On this 16 day of August, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jafar Taghavi, to me known to be the Chief Executive Officer of Peninsula Light Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Christy Lee Iverson
Notary Public for the State of Washington

Christy Lee Iverson
NOTARY PUBLIC in and for the State of Washington.
Residing at Entsop WA 2019
My appointment expires on May 9, 2018

EXHIBIT 1

EASEMENTS

Well Easement—Pierce County Recording Number AFN 9602260509

Grant of Easement—Pierce County Recording Number AFN 9602260513

Declaration of Covenant—Pierce County Recording number AFN 9306220603

Any prescriptive easements associated with or related to operation, maintenance or use by Buyer of:

- Booster Station # 1, located on Pierce County parcel #2827410039 (see attached map).
- Booster stations # 2 and # 3, located on Pierce County parcel #0122251706 (see attached map).
- Any other recorded or unrecorded easements, prescriptive easements, or other rights or interests of the Seller's or their predecessors in interest in any real property used to operate and maintain the Water System.

EXHIBIT 2

WATER RIGHTS

State of Washington, Department of Ecology Certificate of Water Right, Certificate Nos.

- G2-25125 C
- G2-26660 B
- G2-28155
- G2-26545

~~Assessor-Treasurer~~

Parcel Map for 2827410039

05/31/2018 02:30 PM



Property Details Parcel Number: 2827410039 Site Address: 4107 FIRDONA DR NW Account Type: Real Property Category: Land and Improvements Use Code: 1800-OTHER RESIDENTIAL		Taxpayer Details Taxpayer Name: CANTERWOOD HOA Mailing Address: 4026 CANTERWOOD DR NW STE A GIG HARBOR WA 98332-8846	
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For additional mapping options, visit [Public GIS](#)

RTSQ Maps: Normal (200 Scale) | Detailed (100 Scale)

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. All critical information should be independently verified.

Pierce County Assessor-Treasurer
Mike Lorrigan
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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WEBSITE INFORMATION
Privacy Policy
Copyright Notices

ADOWL
ENGINEERS

For reference only, not for re-sale.

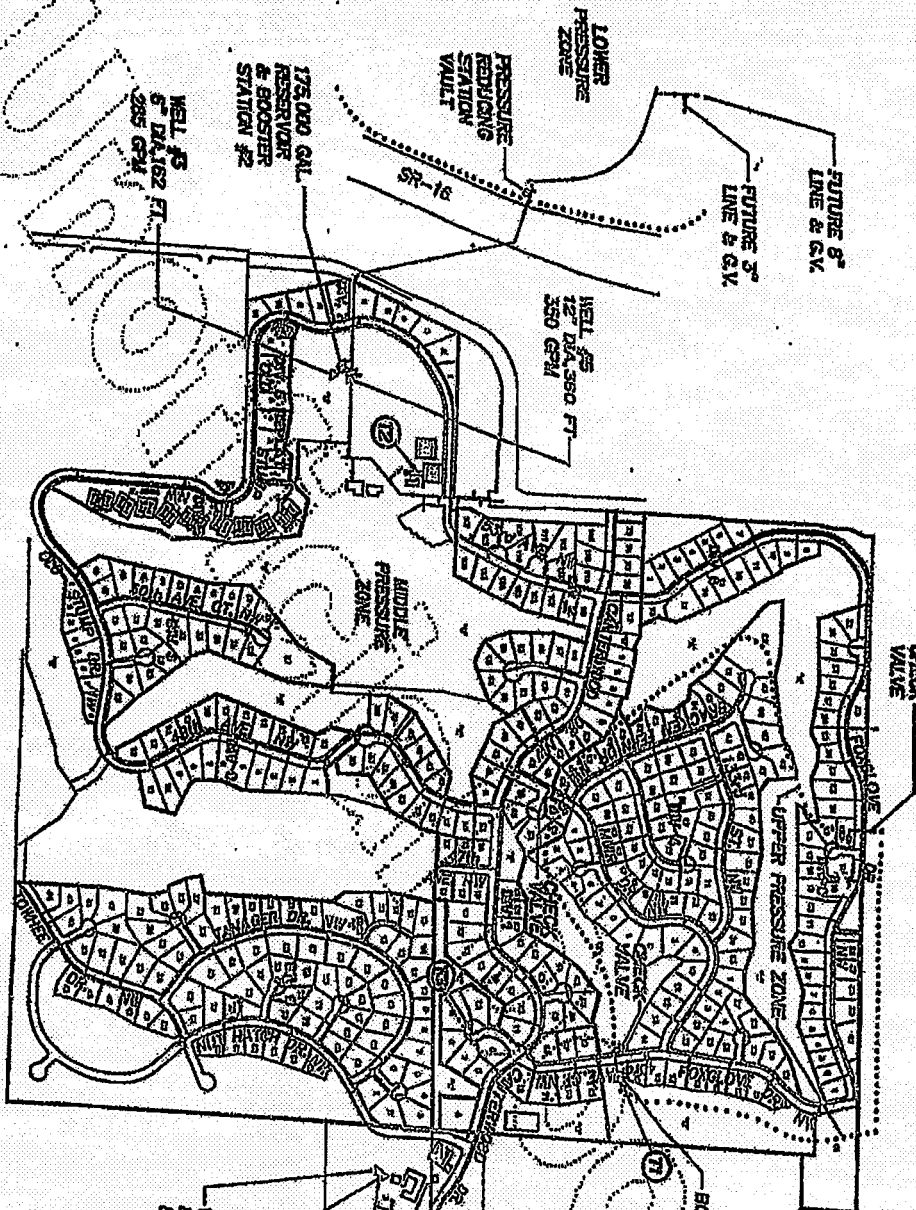
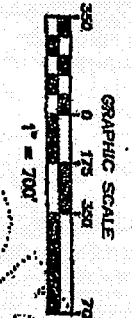


EXHIBIT B



- LEGEND:**
- BOOSTER STATION
 - PRESSURE STATION
 - STORAGE TANK
 - ▲ WELL
 - ▽ CHECK VALVE
 - Ⓣ TEST LOCATIONS

PIPE SCHEDULE:

- 7,050 LF 8" UPPER PRESSURE ZONE
- 31,549 LF 8" MIDDLE PRESSURE ZONE
- 2,888 LF 10" MIDDLE PRESSURE ZONE
- 2,200 LF 12" MIDDLE PRESSURE ZONE
- 1,400 LF 12" LOWER PRESSURE ZONE
- 448 TOTAL SERVICE CONNECTIONS
- 216 ACTIVE SERVICE CONNECTIONS

CANTERWOOD WATER COMPANY
COLIFORM TEST LOCATION
FIGURE NO. 1

Pierce County Parcel # 0122251706

0602260500

3

BK1200PG3706

9602260509

AFTER RECORDING MAIL TO:

William E. Holt
Gordon Thomas Honeywell
P.O. Box 1157
Tacoma, WA 98401-1157

96 FEB 26 PM 1:29

RECORDED
CATHY PEARSALL-STIFER
AUDITOR PIERCE CO. WA

4164 PCTC

WELL EASEMENT

AUDITOR'S NOTE

LEGIBILITY FOR RECORDING AND COPYING UN-
SATISFACTORY IN A PORTION OF THIS INSTR-
UMENT WHEN RECEIVED

Contemporaneously herewith, LORIGON CORPORATION, a Washington corporation (herein "Lorigon" and "Grantor") is selling the real property described on Exhibit A to CANTERWOOD GOLF AND COUNTRY CLUB, a Washington non-profit corporation. On this and other property depicted on Exhibit B, there are several domestic water wells, reservoirs and booster stations. Some of the wells, reservoirs and pipes serving those wells and reservoirs are located on the real property described on Exhibit A, while others are located on the real property described on Exhibits C and D, all of which are owned by Grantor. CANTERWOOD WATER COMPANY, a Washington corporation ("Grantee"), is owned and operated by Lorigon. Grantee has been using the wells, reservoirs, booster stations and pipes from that equipment for several years to provide domestic water to the residents of Canterwood and others. Lorigon now wishes to document and make a permanent easement for use of those wells, reservoirs, booster stations and pipes for the benefit of Grantee.

NOW, THEREFORE, Grantor does hereby create, grant and transfer to Grantee the following easements: (1) the sole and exclusive right to use the water from Well Nos. 1, 2, 3 and 5 as depicted on Exhibit B, which wells are described with greater particularity in the Declaration of Covenants recorded under Pierce County Auditor's File Nos. 2942748 and 9306220603; (2) the sole and exclusive right to use, maintain, repair and replace the existing water reservoirs depicted on Exhibit B, one of which is located on the property described on Exhibit C and the other is located on the driving range included as part of the property described on Exhibit A; (3) the right to use, repairs, maintain and replace all pipes and other equipment located on the property described on Exhibits A, C or D for the distribution of domestic water from Well Nos. 1, 2, 3 or 5; (4) the sole and exclusive right to construct and then, use, maintain, repair and replace up to two additional reservoirs adjoining the existing reservoir on the driving range, which additional reservoir and pipes shall be in the size and in the location set forth on Exhibit B hereto; and (5) the right to enter onto any of the real property described on Exhibits A, C or D, to operate, repair, maintain and replace any of the wells, water reservoirs, booster stations and equipment, and the pipes providing domestic

FEB 26 1996

EXCISE TAX EXEMPT DATE _____
Pierce County

By E. A. [Signature] Auth. [Signature]
APPLICATION FOR TRANSFER--PAGE 60

9602260509

ITA95280.0051

For reference only not for re-sale.

water from those wells wherever such repair and maintenance is necessary or which Grantee deems appropriate.

Booster station #3 is located in a building used exclusively for housing that booster station. Grantee shall maintain that building. Booster station #1 is located in the maintenance building on the property described on Exhibit C. Grantee shall have the right, but not the obligation to maintain that portion of the maintenance building affecting the booster station but shall not have the obligation to maintain any other portion of the maintenance building. Grantee shall be obligated to pay that portion of the expenses of maintaining or repairing the maintenance building to the extent such maintenance or repairs affects the portion of the building in which the pump is located. Repairs and maintenance expenses which affect the building uniformly will be shared prorata based upon the square footage used by Grantee. The parties agree that currently the pump uses 260 square feet of the building and the building has a total of 2400 square feet.

Grantee shall have the right to operate, maintain, repair, replace and enlarge the underground pipes and distribution system. Grantee shall be responsible to maintain the wells, reservoirs, booster stations, and other equipment and pipes so as not to create a nuisance, health hazard or violation of applicable laws or regulations. Grantee shall have the right to enlarge the pipes and distribution system so long as Grantee's pipes and distribution equipment are limited to the same areas in which the system is now located. Grantee may relocate the wells and pumping stations if such is required to provide domestic water to the residents of Canterwood so long as such relocation does not adversely interfere with Grantor's or its successors-in-interest's use of the property as a golf course or any of its then existing buildings or improvements, or those which are planned. If Grantee must disturb the surface of the property for any construction, maintenance or replacement activity, then Grantee shall provide Grantor with reasonable notice of such proposed activity, and Grantee shall then schedule such work so as to minimize any interference with the use of the golf course and then restore the property, including any landscaping, to its preexisting condition or better upon completion of the work; provided, however, Grantee may in the case of an emergency, enter into and repair any of its wells, reservoirs, booster pumps or other equipment or pipes without prior notice to Grantor.

Grantor will not construct buildings or other structure or otherwise use the real property described above as well as that described on Exhibits A, C and D attached hereto in a manner which would materially interfere with the operation, maintenance, or repair of the wells, reservoirs, booster stations or underground pipes and equipment. Without limiting the foregoing, Grantor acknowledges that there is a no pollution easement surrounding all four wells, which easements are more particularly described in the Declaration of Covenants recorded under Pierce County Auditor's File Nos. 2942748 and 930220603.

For reference only, not for re-sale.

Grantor, its successors and assigns, shall have no obligation to maintain the wells, reservoirs, booster stations, or other pipes or equipment pertaining to the domestic water distribution system, which Grantee acknowledges that it is its sole responsibility to maintain such wells, reservoirs, booster stations, and other equipment and pipes for such system.

By approving Easement, Grantee agrees to indemnify and hold Grantor harmless from any and all claims for damages suffered by any person which may be caused by Grantee's exercise of the rights granted herein; provided, that Grantee shall not be responsible to Grantor for any damages resulting from injuries to any person to the extent such injuries are caused by acts or omissions of Grantor.

The easements created herein shall be permanent and irrevocable. The rights and obligations of Grantor and Grantee shall be assignable and shall inure to the benefit of and be binding upon their respective successors and assigns.

Dated this 23rd day of February, 1996.

LORIGON CORPORATION, a Washington corporation

By: [Signature]
Its: President

APPROVED:

CANTERWOOD WATER COMPANY, a Washington corporation

By: [Signature]
Its: Secretary

For reference only, not for re-sale.

STATE OF WASHINGTON)

County of Pierce) ss.

On this 23rd day of February, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly appointed and sworn, personally appeared Russell Janner to me known to be the President of LORIGON CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Signature: [Handwritten Signature]
Type/Print Name: Heilanda Walters
Notary Public in and for the State of Washington,
residing at: Ashtaboa
My appointment expires: June 6, 1997



For reference only, not for re-sale.

DUPLICATE

EXHIBITS

- Exhibit A** Legal description for the property being sold to the Club
- Exhibit B** Map
- Exhibit C** Legal description for Lot 3
- Exhibit D** Legal description for the Sports Facility property
- Exhibit E** Map

For reference only, not for re-sale.

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A:

The following Tracts and Parcels of land; situate in the County of Pierce, State of Washington:

Open Space Tract "B" of Canterwood Division No. 5, Recording No. 8905170206; and

Open Space Tract "C" of Canterwood Division No. 2, Recording No. 8308310335; and

Open Space Tract "E" of Canterwood Replat, Recording No. 8811290426; and

Open Space Tract "A" of Canterwood Division No. 3, Recording No. 8810040163.

PARCEL B:

Open Space Tract "D" of Canterwood Division No. 5, Recording No. 8905170206.

Situate in the County of Pierce, State of Washington.

PARCEL C:

Open Space Tract "A" of Canterwood Division No. 10 - Phase A, Recording No. 9311090619.

Situate in the County of Pierce, State of Washington.

PARCEL D:

Open Space Tract "A" of Canterwood Division No. 4, Recording No. 8905250266.

Situate in the County of Pierce, State of Washington.

AND,

Open Space Tract "F" of Canterwood Division No. 1, recorded in Volume 62 of Plats at pages 7 through 11.

For reference only, not for re-sale.

9602260509

REPORT NO.: 41064

Situate in the County of Pierce, State of Washington.

PARCEL E:

That portion of the Northeast quarter of Section 25, Township 22 North, Range 1 East, W.M., and the Northwest quarter of Section 30, Township 22 North, Range 2 East of the W.M., described as follows:

Commencing at the North Section corner common to said Sections 25 and 30;

Thence South 02 degrees 20 minutes 29 seconds West along said common Section line, 75.00 feet to the true point of beginning;

Thence continuing South 02 degrees 20 minutes 29 seconds West along said common line 587.41 feet to the South line of the North half of the Northeast quarter of the Northeast quarter of said Section 25;

Thence North 88 degrees 02 minutes 51 seconds West along said South line, 375.00 feet;

Thence North 02 degrees 20 minutes 29 seconds East 587.41 feet to a point on the South right of way line of Old Stump Drive N.W., as shown on the Plat of Canterwood Division No. 5;

Thence South 88 degrees 03 minutes 20 seconds East along said South right of way line 375.00 feet to the true point of beginning.

Together with the North 100.00 feet of the East 200.00 feet of the South half of the Northeast quarter of the Northeast quarter of said Section 25.

And, together with the West 100.00 feet of the South 272.34 feet of the North 762.34 feet of the Northwest quarter of Section 30.

And, together with the West 66.00 feet of the South 288.00 feet of the North 490.00 feet of the Northwest quarter of Section 30.

PARCEL F:

Open Space Tract "B" of Canterwood Division No. 4, Recording No. 8905250266.

Situate in the County of Pierce, State of Washington.

PARCEL G:

Canterwood Fairway Description F-14, 15, 16 and 17

That portion of Section 19, Township 22 North, Range 2 East, W.M., in Pierce County, Washington, described as follows:

Beginning at the Northwesterly corner of Lot 4, as shown on Sheet 1 of 3 of the Canterwood Replat, as recorded under Recording No. 8811290426, records of Pierce County Auditor's Office;

Said point being the true point of beginning of this description;

Thence North 12 degrees 59 minutes 42 seconds East along the boundary of said Canterwood Replat, a distance of 20.00 feet;

Thence North 77 degrees 00 minutes 18 seconds West along the North line of Lots 3, 2 and 1 of said Canterwood Replat, a distance of 300.00 feet;

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REPORT NO.: 41064

Thence South 12 degrees 59 minutes 42 seconds West along the Westerly line of Lot 1, a distance of 22.65 feet to the Northerly line of Open Space Tract "B";

Thence North 63 degrees 13 minutes 59 seconds West along the Northerly line of Open Space Tract "B", a distance of 101.61 feet to the Northeast corner of Lot 77, as shown on Sheet 2 of 3 of the Plat of Canterwood Division Two, as recorded under Recording No. 8308310335, records of the Pierce County Auditor's Office;

Thence North 88 degrees 11 minutes 37 seconds West along the North line of said Lot 77, a distance of 57.70 feet;

Thence North 25 degrees 37 minutes 03 seconds West leaving said Flat Boundary, a distance of 136.06 feet;

Thence North 14 degrees 41 minutes 29 seconds East, a distance of 107.80 feet;

Thence North 25 degrees 16 minutes 22 seconds West, a distance of 348.10 feet;

Thence North 29 degrees 20 minutes 26 seconds West, a distance of 377.39 feet;

Thence South 81 degrees 08 minutes 14 seconds West, a distance of 15.00 feet;

Thence North 24 degrees 32 minutes 20 seconds West, a distance of 106.53 feet;

Thence North 18 degrees 59 minutes 37 seconds West, a distance of 153.87 feet;

Thence North 88 degrees 11 minutes 38 seconds West, a distance of 85.21 feet to a point on a non-tangent curve to the right through which a radial line bears North 88 degrees 11 minutes 37 seconds West from the radius point;

Thence along said curve to the right having a radius of 220.00 feet, through a central angle of 48 degrees 00 minutes 01 seconds for an arc length of 184.31 feet;

Thence North 49 degrees 48 minutes 23 seconds East, a distance of 92.26 feet to a point on a curve to the right having a radius of 170.00 feet with a central angle of 41 degrees 31 minutes 38 seconds for an arc distance of 123.21 feet;

Thence South 88 degrees 39 minutes 59 seconds East, a distance of 142.62 feet;

Thence South 17 degrees 30 minutes 00 seconds East, a distance of 272.02 feet;

Thence North 89 degrees 12 minutes 29 seconds East, a distance of 411.98 feet;

Thence South 79 degrees 56 minutes 45 seconds East, a distance of 279.88 feet;

Thence North 62 degrees 18 minutes 03 seconds East, a distance of 99.40 feet;

Thence South 88 degrees 58 minutes 44 seconds East, a distance of 77.93 feet;

Thence South 68 degrees 11 minutes 55 seconds East, a distance of 115.82 feet;

Thence North 78 degrees 33 minutes 00 seconds East, a distance of 250.00 feet;

Thence South 11 degrees 27 minutes 00 seconds East, a distance of 138.23 feet;

Thence North 89 degrees 09 minutes 50 seconds East, a distance of 663.28 feet;

Thence South 53 degrees 55 minutes 19 seconds East, a distance of 102.30 feet;

For reference only, not for re-sale

REPORT NO.: 41064

For reference only, not for re-sale.

feet;
 Thence North 71 degrees 39 minutes 37 seconds East, a distance of 292.19
 feet;
 Thence South 80 degrees 54 minutes 45 seconds East, a distance of 208.15
 feet;
 Thence North 69 degrees 06 minutes 00 seconds East, a distance of 480.48
 feet;
 Thence South 11 degrees 43 minutes 30 seconds East, a distance of 30.14
 feet;
 Thence on a curve to the right having a radius of 165.54 feet, through a
 central angle of 43 degrees 19 minutes 57 seconds for an arc length of
 125.20 feet to a point of compound curve to the right;
 Thence on said curve to the right having a radius of 657.00 feet,
 through a central angle of 02 degrees 25 minutes 47 seconds for an arc
 length of 27.86 feet;
 Thence North 48 degrees 43 minutes 52 seconds West on a non-tangent
 bearing for a distance of 17.03 feet;
 Thence South 72 degrees 30 minutes 08 seconds West, a distance of 201.67
 feet;
 Thence South 59 degrees 29 minutes 52 seconds West, a distance of 178.67
 feet;
 Thence South 50 degrees 01 minutes 43 seconds West, a distance of 301.51
 feet;
 Thence South 89 degrees 43 minutes 24 seconds West, a distance of 144.99
 feet;
 Thence North 68 degrees 50 minutes 41 seconds West, a distance of 175.42
 feet;
 Thence South 88 degrees 08 minutes 01 seconds West, a distance of 245.04
 feet;
 Thence North 80 degrees 44 minutes 16 seconds West, a distance of 329.29
 feet;
 Thence South 86 degrees 54 minutes 21 seconds West, a distance of 370.54
 feet;
 Thence North 54 degrees 27 minutes 44 seconds West, a distance of 86.02
 feet;
 Thence North 06 degrees 00 minutes 00 seconds West, a distance of 184.46
 feet;
 Thence North 86 degrees 59 minutes 30 seconds West, a distance of 27.42
 feet;
 Thence South 71 degrees 32 minutes 46 seconds West, a distance of 128.53
 feet;
 Thence South 59 degrees 18 minutes 09 seconds West, a distance of 106.72
 feet;
 Thence South 81 degrees 54 minutes 20 seconds West, a distance of 353.16
 feet;
 Thence North 76 degrees 22 minutes 46 seconds West, a distance of 140.99
 feet;
 Thence North 87 degrees 40 minutes 46 seconds West, a distance of 332.46
 feet;
 Thence South 09 degrees 37 minutes 25 seconds East, a distance of 85.54
 feet;
 Thence South 47 degrees 13 minutes 13 seconds East, a distance of 353.48
 feet;
 Thence South 53 degrees 06 minutes 30 seconds East, a distance of 209.71
 feet;
 Thence South 37 degrees 50 minutes 45 seconds East, a distance of 153.87

REPORT NO.: 41064

feet,
 Thence South 83 degrees 02 minutes 28 seconds East, a distance of 87.48
 feet,
 Thence South 41 degrees 50 minutes 47 seconds East, a distance of 99.68
 feet,
 Thence South 07 degrees 07 minutes 30 seconds East, a distance of 80.62
 feet,
 Thence South 17 degrees 39 minutes 00 seconds West, a distance of 115.43
 feet,
 Thence South 68 degrees 11 minutes 55 seconds East, a distance of 80.78
 feet,
 Thence South 29 degrees 21 minutes 28 seconds East, a distance of 91.79
 feet,
 Thence South 55 degrees 00 minutes 00 seconds West, a distance of 112.07
 feet to the Northerly line of said Lot 4;
 Thence North 59 degrees 12 minutes 06 seconds West along the Northerly
 line of said Lot 4 of said Canterwood Replat, a distance of 76.36 feet
 to the true point of beginning, and terminus of this description.

Situate in the County of Pierce, State of Washington.

PARCEL H:

Open Space Tract "B" of Canterwood Replat., Recording No. 8811290426.

Situate in the County of Pierce, State of Washington.

For reference only, not for re-sale.

DO NOT REPRODUCE

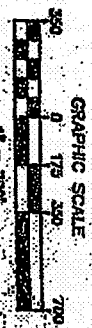
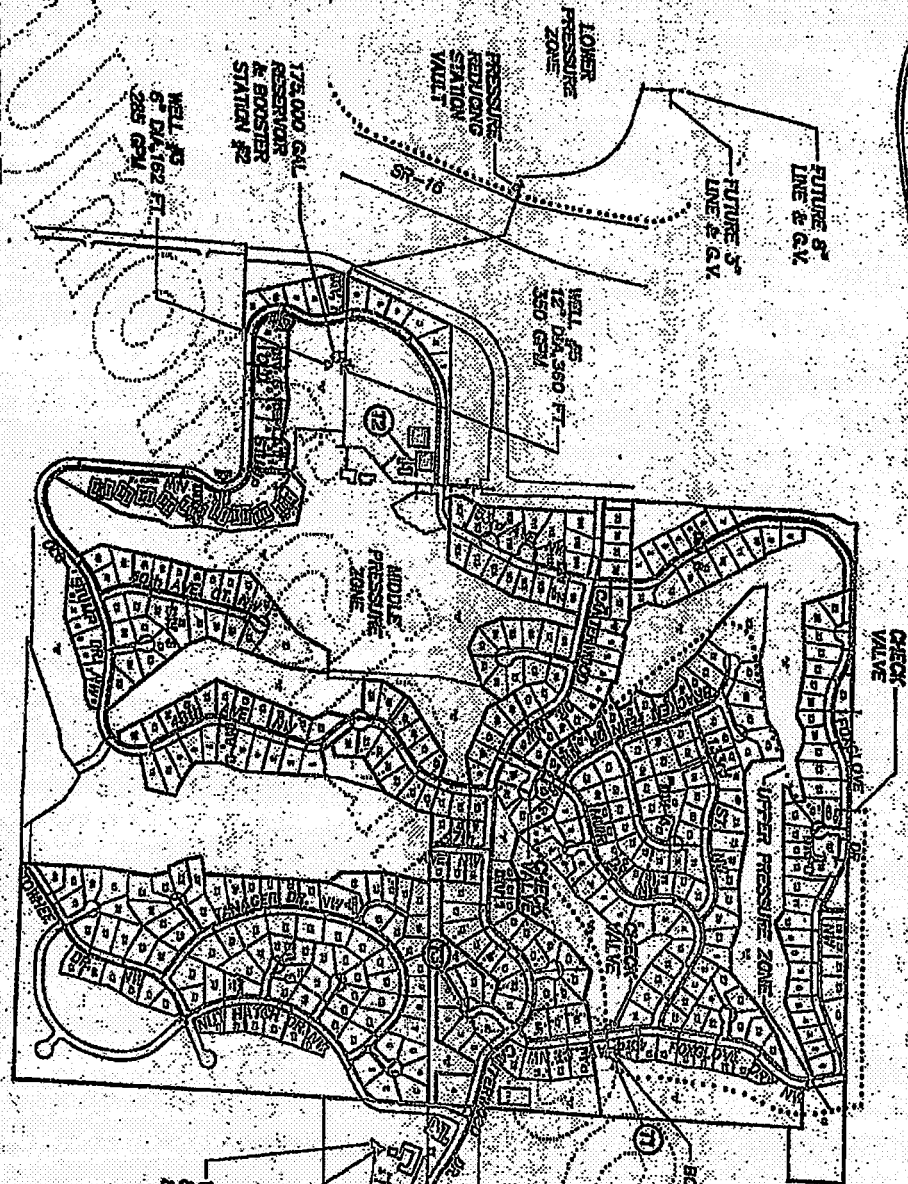
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 ENGINEERING

Canterwood

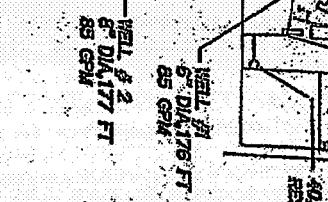
For reference only, not for re-sale.

EXHIBIT B



1" = 700'

- LEGEND:**
- BOOSTER STATION
 - ▣ PRESSURE STATION
 - STORAGE TANK
 - ▲ WELL
 - ⊖ CHECK VALVE
 - ⑫ TEST LOCATIONS



- FIRE SCHEDULE:**
- 7,050 LF 8" UPPER PRESSURE ZONE
 - 31,540 LF 8" MIDDLE PRESSURE ZONE
 - 2,890 LF 10" MIDDLE PRESSURE ZONE
 - 2,200 LF 12" MIDDLE PRESSURE ZONE
 - 1,400 LF 12" LOWER PRESSURE ZONE
 - 448 TOTAL SERVICE CONNECTIONS
 - 216 ACTIVE SERVICE CONNECTIONS

CANTERWOOD WATER COMPANY
 CALIFORNIA TEST LOCATION
 FIGURE NO. 1

EXHIBIT C

Lot 2 of Short Plat recorded under Pierce County Auditor's File No. 8803300237, records of Pierce County, Washington.

For reference only, not for re-sale.

EXHIBIT D

LEGAL DESCRIPTION - SPORTS FACILITY PROPERTY

PARCEL H:

That portion of the North half of the Northeast quarter of the Northeast quarter of Section 25, Township 22 North, Range 1 East of the W.M., described as follows:

Commencing at the Northeast corner of said Section 25;
Thence South 02 degrees 20 minutes 29 seconds West, along the East line of said Section, 75.00 feet to the South right of way line of Old Stump Drive N.W., as shown in the Plat of Canterwood Division No. 5, under Auditor's File No. 8905170206;

Thence North 88 degrees 03 minutes 20 seconds West, along said South line of Old Stump Drive N.W., 450.00 feet to the true point of beginning;

Thence South 02 degrees 20 minutes 29 seconds West 467.41 feet;

Thence North 88 degrees 02 minutes 51 seconds West 275.00 feet;

Thence South 02 degrees 20 minutes 29 seconds West 120.00 feet to the South line of said North half of the Northeast quarter of the Northeast quarter of said Section 25;

Thence North 88 degrees 02 minutes 51 seconds West, along said South line to the Easterly right of way line of Old Stump Drive N.W.;

Thence Northeasterly & Easterly along said right of way line of Old Stump Drive N.W. to the true point of beginning.

Situate in the County of Pierce, State of Washington.

PARCEL I:

That portion of the North half of the Northeast quarter of the Northeast quarter of Section 25, Township 22 North, Range 1 East of the W.M., described as follows:

Commencing at the Northeast corner of said Section 25;

Thence South 02 degrees 20 minutes 29 seconds West, along the East line of said Section, 75.00 feet to the South right of way line of Old Stump Drive N.W., as shown in the Plat of Canterwood Division No. 5, under Auditor's File No. 8905170206;

Thence North 88 degrees 03 minutes 20 seconds West, along said South line of Old Stump Drive N.W., 450.00 feet to the true point of beginning;

Thence South 02 degrees 20 minutes 29 seconds West 467.41 feet;

Thence North 88 degrees 02 minutes 51 seconds West 275.00 feet;

Thence South 02 degrees 20 minutes 29 seconds West 120.00 feet to the South line of said North half of the Northeast quarter of the Northeast quarter of said Section 25;

Thence South 88 degrees 02 minutes 51 seconds East along said South line to a point that is 375.00 feet North 88 degrees 02 minutes 51 seconds West from the intersection of said South line and the East line of the North half of the Northeast quarter of the Northeast quarter of said Section 25;

Thence North 02 degrees 20 minutes 29 seconds East 587.41 feet to a point on the South right of way line of Old Stump Drive N.W.;

Thence North 88 degrees 03 minutes 20 seconds West along said South line of Old Stump Drive N.W. to the true point of beginning.

Situate in the County of Pierce, State of Washington.

EXHIBIT B

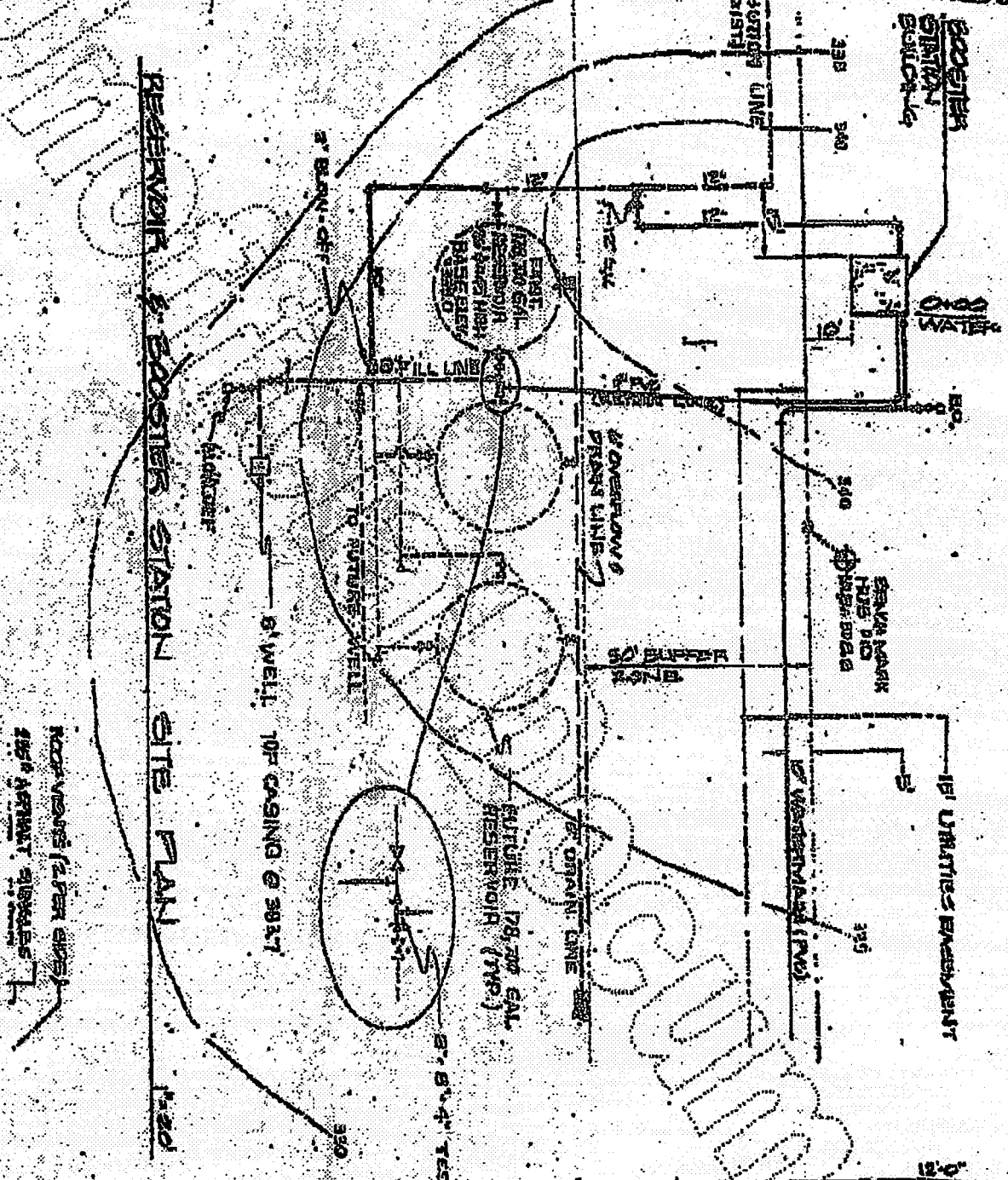
FROM 1931 ENGINEERING

228 838 2578

1935-02-28

181-47

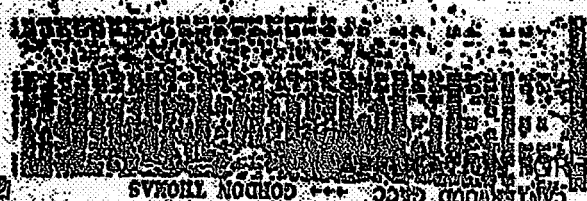
1921 P. 22/22



For reference only, not for re-sale.

KEEP VIEWS CLEAR
48\"/>

9602260509



9602260513

7
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RTC
41064

GRANT OF EASEMENT

This Grant of Easement is made this 23rd day of February, 1996 by Lorigon Corporation, a Washington Corporation ("Lorigon"). Lorigon is the owner of lot 2 of the short plat recorded under Auditor's File No. 8803300237 ("the property"). This property adjoins the Canterwood Subdivision which is being developed by Lorigon. The property also adjoins the Canterwood Golf Course. Domestic water for the Canterwood Subdivision and the Canterwood Golf Course and related facilities is provided by the Canterwood Water Company, whose water tank, pumps and well house and underground pipes are located on this property.

Contemporaneously herewith Lorigon is selling the Canterwood Golf Course and related facilities to Canterwood Golf and Country Club, a Washington non-profit corporation (the "Country Club"). Lorigon has entered into an agreement with Canterwood Homeowners Association, a Washington non-profit corporation (the "Homeowners Association") whereby Lorigon will convey to the Homeowners Association all of Lot 2 except for the property identified as Lot A on the map attached as Exhibit A hereto. The property being acquired by the Homeowners Association shall be known herein as the "Property". Lorigon wishes to create easements on the Property for the benefit of the Country Club, Lorigon and the Canterwood Water Company to insure their continued use of the Property.

NOW, THEREFORE, the Lorigon does hereby create the following easements upon the Property:

COUNTRY CLUB EXCLUSIVE EASEMENT

1. Grant of Easement. Lorigon grants to the Country Club an exclusive easement for the use and enjoyment of the area highlighted in blue on the attached Exhibit A (herein the "Club Maintenance Facilities") for purposes of storing, maintaining and repairing Country Club equipment and supplies, and performing administrative functions related to the Country Club. This easement is subject to the following exceptions and restrictions:

a. The Water Company shall have the rights set forth in the Well Easement granted contemporaneously herewith.

2. Maintenance. The Club shall maintain the Club Maintenance Facilities in a condition which conforms to the standards of the Canterwood development and the Golf Club at its sole expense.

3. Utilities. The Country Club will pay for all utilities pertaining to the use of the Club Maintenance Facilities. If those utilities cannot be segregated from the

EXCISE TAX EXEMPT. DATE FEB 26 1996
Pierce County

9602260513

Auditor's Note:
Color and/or oversized map retained in Auditor's vault or map file folder

1 of 2 retain map

By [Signature]

BK 1203PG 4013

utilities used for the balance of the property, then the utilities shall be prorated among the users of those utilities as is reasonably determined by the owner of the property based upon the estimated use by the various parties.

4. Taxes. The Country Club will pay the real property taxes pertaining to the Club Maintenance Facilities. If the real property tax for the properties and improvements on the Club Maintenance Facilities are not segregated, then the taxes will be reasonably prorated by the owner of the property

5. Repairs and Improvements. Upon prior approval from the owner of the property, the Club may remove and replace any of the existing buildings so long as the replacement building is of at least comparable value to the building which is removed. Approval by the owner of the property shall not be unreasonably withheld. The Club may also add such other buildings and improvements as it deems necessary so long as such buildings and improvements do not unreasonably interfere with other uses of the property surrounding the Club Maintenance Facilities.

6. Insurance. The Country Club shall insure the buildings located on the Club Maintenance Facilities for their full replacement value, which insurance shall name the owner of the property as an additional insured. The Country Club will also maintain comprehensive liability insurance, naming the owner of the property as an additional insured.

7. Condemnation. In case any portion of the Club Maintenance Facilities is taken by condemnation, or threat thereof, then the Country Club shall be entitled to any compensation paid for such taking.

8. Termination of Use. If, for any reason, the Country Club or its assigns should stop using the Club Maintenance Facilities for the purpose set forth herein, this easement shall terminate and the property shall revert to the owner of the property.

9. Assignment. This easement shall be assignable by the Country Club to any other person or entity; provided, however, this property may only be used for the purpose set forth in paragraph 1.

10. Indemnity. The Country Club hereby agrees to indemnify and hold the Homeowners Association and Lorigon harmless from any and all claims for damages suffered by any person which may be caused by the Country Club's exercise of the rights herein granted; provided, however, the Country Club shall not be responsible for any damages resulting from injuries to the extent the same are caused by acts or omissions of the Homeowners Association, Lorigon, the Water Company, the Riding Club or their employees, guests or invitees.

9602260513

11. **Screening.** Any screening that becomes necessary between the Club Maintenance Facilities and the equestrian facilities of the Homeowners Association shall be constructed with the agreement of those parties and at their shared expense.

NON-EXCLUSIVE EASEMENTS

12. Lorigon hereby grants to the Country Club and the Homeowners Association, a non-exclusive easement for the use and enjoyment of the area colored in yellow on Exhibit A (the joint facilities) for their joint use on a cooperative basis. This non-exclusive easement shall be on the following terms and conditions:

a. The "old stables" building shall be used jointly by Lorigon, the Homeowners Association and the Country Club on a cooperative basis. Each parties current use of space as set forth in exhibit B shall continue; provided, however, upon any termination of use by the Country Club or Lorigon the unused property shall revert to the Homeowners Association.

b. Nothing herein shall change or affect the ability of John Kerr to continue to use his existing offices in the old stables.

c. The Homeowners Association shall be permitted to park its security vehicles within the gate of the joint use facility.

13. The Country Club, Lorigon and the Homeowners Association shall pay, on a prorated basis, all costs for maintenance, insurance, utilities and real property taxes on the joint use facilities. If maintenance costs, utilities, insurance costs or property taxes cannot be otherwise segregated, then the costs of the same shall be prorated among the users as reasonably determined by the owner of the property. Proration of maintenance costs and proration of property taxes shall be based primarily upon the number of square feet utilized by each entity compared to the total number of square feet within the joint use area. The proration of utilities shall be based upon each party's use of the utilities.

14. If either Lorigon and/or the Country Club shall terminate their use of the joint use facility, their rights under this easement shall terminate.

LOT A EASEMENT

15. Lorigon reserves for the benefit of Lot A, as shown on the map attached as Exhibit A, an easement for ingress, egress and utilities along the existing 30' private road and utility easement (shown in orange on Exhibit A), which may be extended at Lorigon's expense to Canterwood Drive.

DK 120364017

27

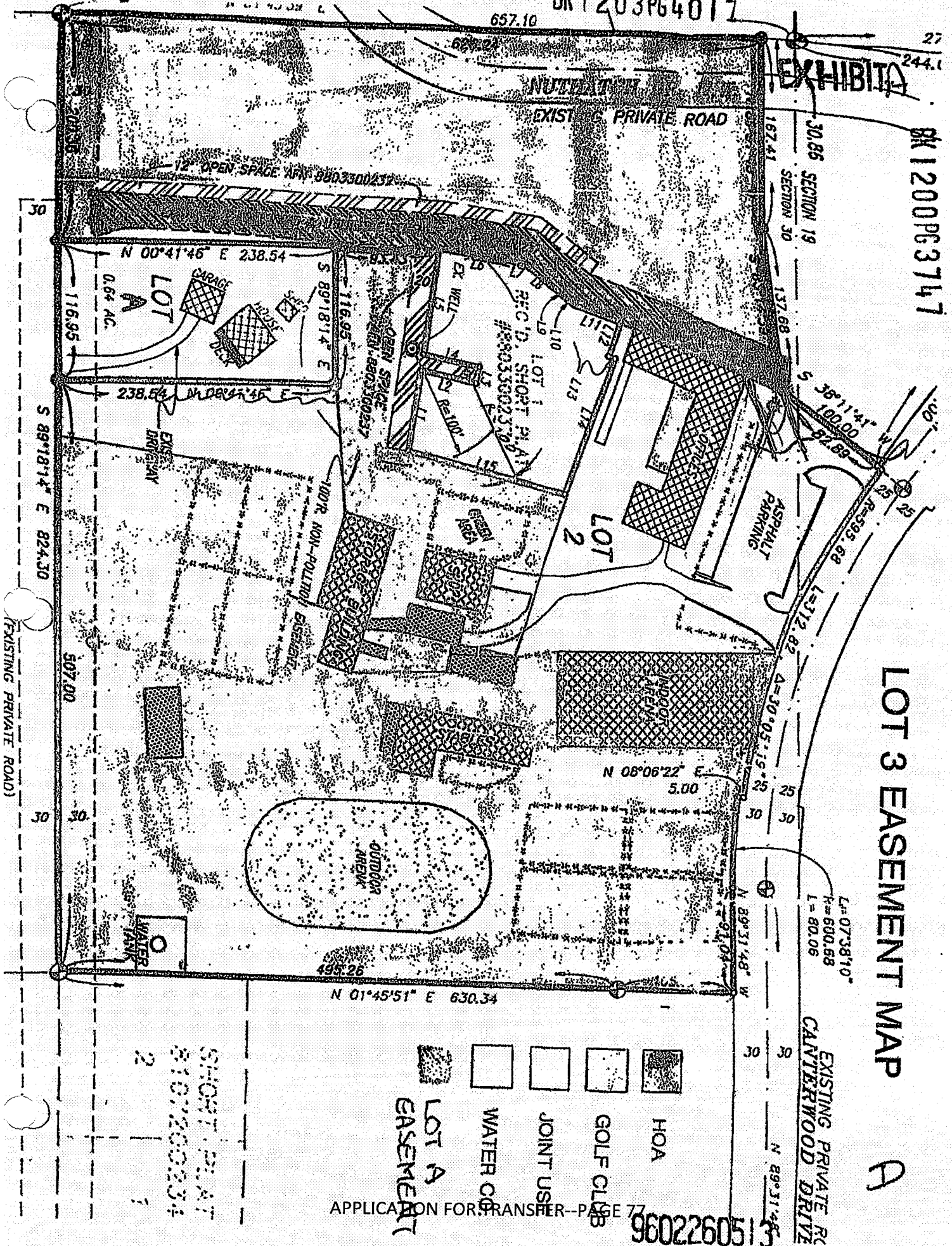
244.1

EXHIBIT A

DK 1200PG3747

SECTION 19

SECTION 30



LOT 3 EASEMENT MAP A

EXISTING PRIVATE R/C
CANTERWOOD DRIVE

L= 600.68
R= 80.06

L= 312.82
A= 30°05'15\"/>

N 89°31'48\"/>

N 89°31'48\"/>

- HOA
- GOLF CLUB
- JOINT USE
- WATER CO
- LOT A EASEMENT

APPLICATION FOR TRANSFER - PAGE 77

9602260513

SHORT PLAT
8107200234
2

EXISTING PRIVATE ROAD

S 89°18'14\"/>

30

657.10

N 00°41'46\"/>

LOT 1
0.64 AC

N 00°41'46\"/>

LOT 2

N 08°06'22\"/>

N 01°45'51\"/>

S 89°18'14\"/>

S 89°18'14\"/>

S 89°18'14\"/>

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DATED this 23rd day of February, 1996.

LORIGON CORPORATION

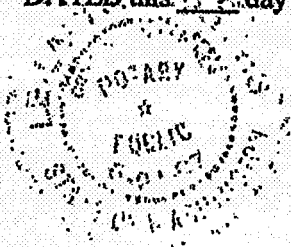
By: [Signature]
Its President

STATE OF WASHINGTON)

County of Pierce) : ss.

I certify that I know or have satisfactory evidence that Russell Janner of the Lorigon Corporation signed this instrument and acknowledged it to be his/her free and voluntary act for the issues and purposes mentioned in the instrument.

DATED this 23rd day of February, 1996.



[Signature]
Leilani J. Walters
(Print Name)

NOTARY PUBLIC in and for the State of Washington, residing at

P.O. Harbor
My Commission expires: June 1, 1997

Approved:

CANTERWOOD 9315 GOLF & COUNTRY CLUB

By: [Signature]
Its Secretary

CANTERWOOD HOMEOWNERS ASSOCIATION

By: [Signature]
Its Vice President

CANTERWOOD WATER COMPANY

By: [Signature]
Its

TLGCAMSOFFICEWINWORDURT30000130175EASEMEN2.DOC

RECORDED
CATIE PEARSAL-STREK
AUDITOR PIERCE CO. WASH

96 FEB 26 PM 1:30

9306220603

Return to:
Lorigon
4026 Canterwood Dr NW
919 Harbor, Wa.
98532

DECLARATION OF COVENANT

Know all men by these presents that I the undersigned, owner in fee simple of the land described herein, hereby declare this covenant and place same on record.

The grantor herein, is the owner in fee simple of the following described real estate situated in Pierce County, state of Washington, to wit:

As shown on and described on Attachment A

On which the grantor owns and operates a well and waterworks supplying water for public use located on said real estate.

Grantor is required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor land which might contaminate said water supply.

NOW THEREFORE, the grantor agrees and covenants that said grantor, his heirs, successors and assigns will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 (one hundred) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as cesspools, sewers, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, or other enclosures or structures for the keeping or maintenance of animals, or storage of liquid or dry chemicals, herbicides or insecticides.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

In witness whereof, said corporation has caused this instrument to be executed by its proper officers this 4th day of March, 1993.

The Lorigon Corporation, a Washington Corporation

State of Washington
County of Pierce

By Douglas A. Gonyea
Douglas A. Gonyea, President

On this 4th day of March, 1993 before me personally appeared Douglas A. Gonyea, to me known to be the president of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and an oath stated that they were authorized to execute said instrument. In witness whereof, I have set my hand and affixed my official seal the day and year first above written.



Julianne M. Hazen
Notary Public in and for the State of Washington,
residing in Pierce County
My commission expires 4-6-96

RECORDED
63 JUN 22 PM 3:28
COUNTY PIERCE CO. WASH.

For reference only, not for re-sale

BK0900PG2528

9306220603

DESCRIPTION

for

100' NON-POLLUTION RADIUS

WELL #5

A portion of the NE 1/4 of the NE 1/4 of Section 25, Township 22 North, Range 1 East of the Willamette Meridian, Pierce County, Washington, more particularly described as follows:

Commencing at the NE corner of said Section 25, monumented with a concrete monument and brass tablet;

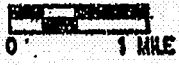
thence North 88° 01' 58" West, 651.72 feet along the North boundary of said NE 1/4 of the NE 1/4;

thence South 01° 58' 02" West and leaving said North boundary 680.55 feet to an existing well casing said point being the centerpoint of said 100 foot Non-Pollution Radius, the POINT OF TERMINATION.

subject to conditions, easements, and restrictions of record.

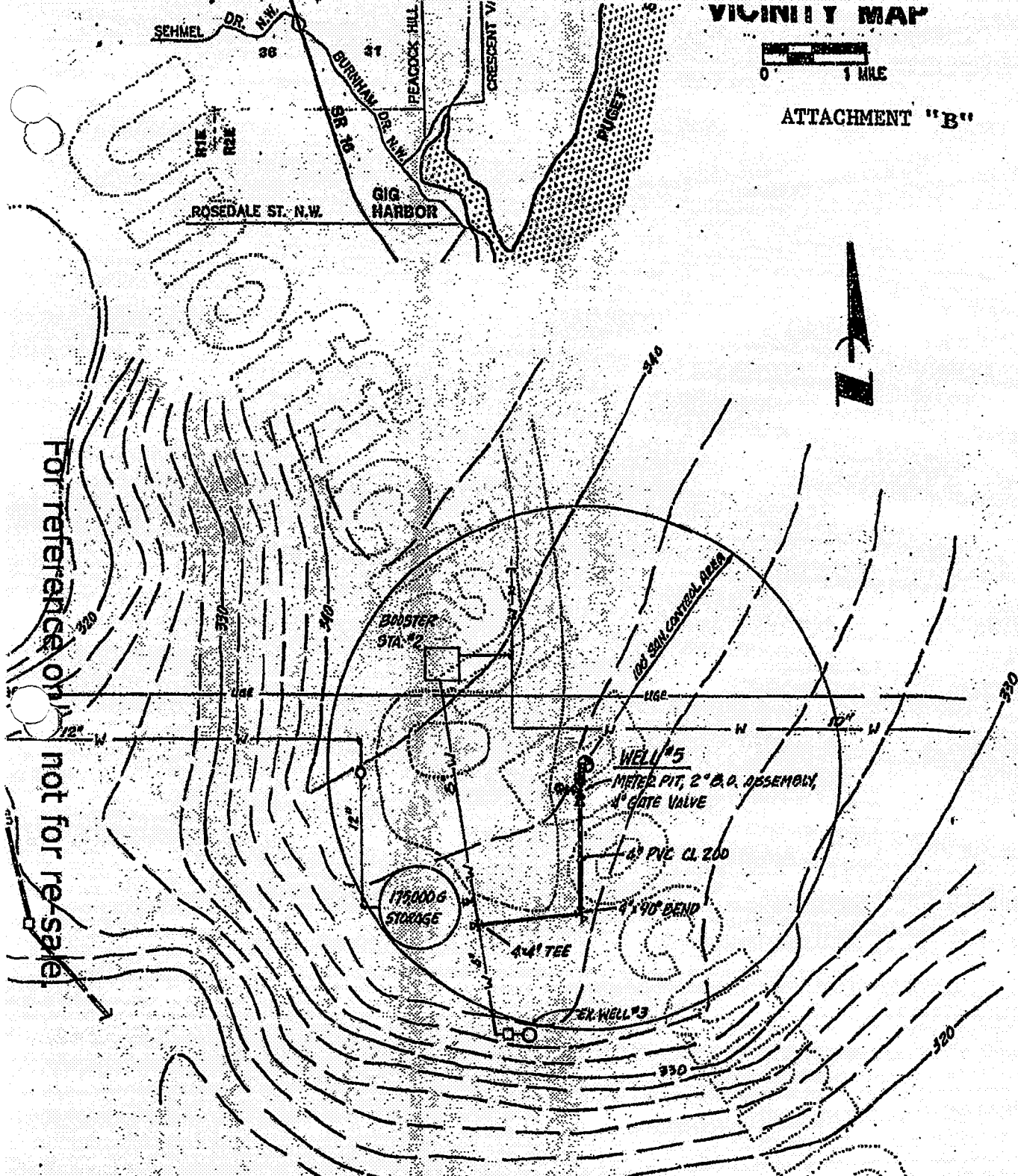
For reference only, not for re-sale.

VICINITY MAP



ATTACHMENT "B"

BK 0900PG2530



For reference only not for re-sale

WELL NO. 5 SITE PLAN

SCALE: 1" = 40'

<p>DOWL ENGINEERS A Division of DOWL, Incorporated 8320 154TH AVENUE NE, REDMOND, WA 98052 TEL: (206) 889-2670 FAX: (206) 889-2870</p>	<p>CANTERWOOD WATER SYSTEM SUPPLY WELL NO. 5 PLAN 9306220603</p>	
	<p>WO: F48024 DATE: JAN 1992</p>	<p>BY: RWS CHKD: JEP</p>

APPLICATION FOR TRANSFER - PAGE 82

EXHIBIT C

INVENTORIES

All inventories listed or described in paragraph 1.3.

EXHIBIT D

DATA, BOOKS AND RECORDS, INCLUDING
FINANCIAL STATEMENTS

See description of books and records being transferred in paragraph 1.5.

EXHIBIT E

GOVERNMENTAL AUTHORIZATIONS

All governmental authorizations described in paragraph 1.7.

EXHIBIT F
EXCLUDED ASSETS

NONE

EXHIBIT G
ASSUMED LIABILITIES

Buyer will assume all liabilities incurred to operate the Water System after the Effective Date.

EXHIBIT H

RETAINED LIABILITIES

(EXCLUDED FROM TRANSFER)

Except for the Assumed Liabilities listed in Exhibit H, Buyer will not assume or be obligated to satisfy or perform any other existing liabilities, or commitments of Seller, whether fixed or contingent, known or unknown, contingent, executory, fixed or otherwise (the "Retained Liabilities"), including, but not limited to, Seller's tax, environmental and water quality liabilities and obligations to its employees as they exist at Closing.

EXHIBIT I

ALLOCATION OF PURCHASE PRICE

The total purchase price for the Acquisition Assets listed in section 5 is \$1,850,000, and is allocated to each asset as follows:

a. Personal Property	\$ 450,000
b. Real Property and Easements, etc.	\$ 400,000
c. Inventories	\$ 100,000
d. Intangible Property, Contract Rights, Water Rights and Other Intangibles	\$ 250,000
e. Data, Financial Records, As-Built Drawings, Other Records	\$ 50,000
f. Governmental Authorizations	\$ 100,000
g. Commercial Information & Intellectual Property Rights	\$ 50,000
h. Goodwill	\$350,000
i. Prepaid Expenses	\$ 5,000
j. Other	\$ 95,000
TOTAL	\$1,850,000

EXHIBIT J
BILL OF SALE

Canterwood Water Company and/or Canterwood Development Company ("Seller") does hereby sell, assign, convey and transfer unto Peninsula Light Company ("Buyer"), its successors and assigns, effective on the Effective Date, in consideration of the mutual promises in the Asset Purchase Agreement of even date plus other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, all right, title, and interest in and to all of the Assets listed in the attachments hereto, and any and all other property, real or personal, tangible or intangible, owned by the Seller and used in the Business conveyed in the Asset Purchase Agreement.

Said property is assigned and conveyed to Buyer, its successors and assigns, to have and to hold with all related service agreements, warranties and other appurtenant rights, to and for Buyer's use forever.

Seller hereby warrants, covenants and agrees that it has good and marketable title to the property hereby sold, assigned, conveyed and transferred; and has good right to sell the property as aforesaid; and that Seller will warrant and defend the sale of the property against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed on behalf of Seller this 10th day of August, 2018.

CANTERWOOD WATER COMPANY

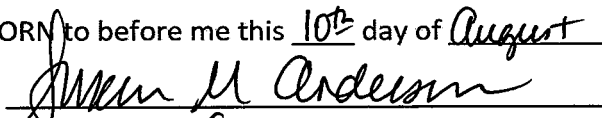


By: Russel Tanner
Its: President

STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Russel Tanner signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN to before me this 10th day of August, 2018.



PLEASE PRINT: Susan M. Anderson
NOTARY PUBLIC in and for the State of Washington,
Residing at Big Lake WA

ASSET PURCHASE AGREEMENT

EXHIBIT 2: Previous Company Owner/Name (Prior to Sale):

Canterwood Water Company

- 1) Income Statement (12/31/2017)
- 2) Balance Sheet (12/31/2017)
- 3) Asset Listing & Depreciation Schedule (12/31/2016)
- 4) Additional Assets/Depreciation (for 2017)
- 5) Summary of Outstanding Securities: 100% of Canterwood Water Company's shares are owned by the Canterwood Development Company.

Canterwood Water Company
Profit & Loss
 January through December 2017

	Jan - Dec 17
Ordinary Income/Expense	
Income	
4611 · Metered Sales - Residential	370,173.34
4612 · Metered Sales - Commercial	56,678.02
Total Income	426,851.36
Expense	
5350 · Board Fee	3,000.00
5351 · Member Benefits	70,197.81
5500 · Wages - Chlorine	25,154.18
5614 · Bank Charges	5.00
5615 · Purchased Power	35,956.93
5616 · Locates	550.80
5618 · Chemicals	11,519.09
5621 · Testing & Bacterials	2,671.71
5633 · Accounting - CS	49,415.60
5634 · Acct CPA - CS	2,336.25
5635 · Computer- CS	318.05
5636 · Management - CS	53,603.68
5657 · Insurance - General	6,048.00
5660 · Advertising Expense	258.96
5661 · Office Expenses	268.92
5662 · Telephone Expense	1,500.00
5663 · Rental of Bldg	9,000.00
5670 · Bad Debt Expense	41.96
5673 · Bond Expense	125.00
5676 · Repair & Maintenance	15,039.92
5678 · Regulatory Fees	794.69
5680 · Vehicle Expense	3,106.55
6403 · Depreciation Expense	65,609.88
6407 · Taxes & Licenses	22,970.67
6408 · Personal Prop Tax	4,269.49
6411 · Water Conservation Expense	900.00
Total Expense	384,563.14
Net Ordinary Income	42,288.22
Other Income/Expense	
Other Income	
6419 · Interest Income	22.38
Total Other Income	22.38
Net Other Income	22.38
Net Income	42,310.60

Canterwood Water Company
Balance Sheet
As of December 31, 2017

	Dec 31, 17
ASSETS	
Current Assets	
Checking/Savings	
1120 · Checking - Harborstone CU	33,768.45
1121 · Savings - Harborstone CU	78,643.05
Total Checking/Savings	112,411.50
Total Current Assets	112,411.50
Other Assets	
1201 · Water Right - Purdy-Elmore	150,000.00
1303 · WUP - Land & Water Rights	15,196.25
1304 · WUP - Structures	7,974.60
1307 · WUP - Walls	413,176.33
1308 · WUP - Reservoirs	24,754.34
1310 · WUP - Power Generation Equip	53,072.90
1311 · WUP - Pumping Equipment	275,115.87
1320 · WUP - Water Treatment Equip	97,237.06
1331 · WUP - Transmission Mains	141,676.69
1333 · WUP - Services	20,295.48
1334 · WUP - Meters	155,568.17
1335 · WUP - Hydrants	8,696.82
1336 · WUP - Plant & Misc Equip	1,026,864.18
1340 · WUP - Office Equip/Furn	978.75
1348 · WUP - Comprehensive Plan	195,968.58
1408 · WUP - Depr - Plant in Service	-1,244,474.90
1900 · CIAC - Taxes	-3,290.25
Total Other Assets	1,338,810.87
TOTAL ASSETS	1,451,222.37
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2240 · Federal Income Tax Payable	-7,567.00
2241 · Insurance Deposits	9,900.00
Total Other Current Liabilities	2,333.00
Total Current Liabilities	2,333.00
Long Term Liabilities	
3718 · CIAC - Hookups	492,517.45
3721 · Acc Amort of CIAC	-165,222.05
Total Long Term Liabilities	327,295.40
Total Liabilities	329,628.40
Equity	
2902 · Dividend	-625,500.00
3201 · Common Stock Issued	615,671.34
3211 · Misc Pd in Capital	388,973.80
3216 · Retained Earnings	702,138.23
Net Income	42,310.60
Total Equity	1,121,593.97
TOTAL LIABILITIES & EQUITY	1,451,222.37

**Centerwood Water Company
Comprehensive Depreciation Letter Size [Depreciation]
GAAP**

For the Period January 1, 2016 to December 31, 2016

Class	Asset Balances				Depreciable Basis				Current & Accum Depreciation						
	Beginning	Additions	Deletions	Ending	Book Cost	Chart Reduction Amount	Net STRA & AFID	Other Reported Depreciation	Depreciable Basis	Beginning Accum Dep	Current Dep & AFID	Net STRA & AFID	Net Additions Deletions	Ending Accum Dep	Net Book Value
Hydrants	8,688	0	0	8,688	8,688	0	0	3,281	5,407	3,281	325	0	0	3,606	5,082
Meters & Installation	133,777	0	0	133,777	133,777	0	0	81,948	51,829	81,948	6,007	0	0	87,955	45,822
Other Equipment	979	0	0	979	979	0	0	917	62	917	0	0	0	61	
Power Generating Equipment	46,982	0	0	46,982	46,982	0	25,989	20,993	25,989	1,985	1,985	0	27,974	19,014	
Pumping Equipment	278,253	0	0	278,253	278,253	0	114,044	164,209	164,209	10,006	0	0	0	174,215	
Reservoirs	10,566	0	0	10,566	10,566	0	221	10,345	10,345	211	0	0	0	10,134	
Services	20,296	0	0	20,296	20,296	0	14,460	5,836	5,836	268	0	0	0	5,568	
Trams & Dist Mains	1,133,023	0	0	1,133,023	1,133,023	0	630,789	502,234	502,234	22,892	0	0	0	525,126	
Water Plan	301,582	0	0	301,582	301,582	0	115,590	185,992	185,992	10,803	0	0	0	196,795	
Water Rights	15,197	0	0	15,197	15,197	0	0	15,197	15,197	0	0	0	0	15,197	
Wells	416,698	0	0	416,698	416,698	0	220,621	196,077	196,077	19,336	0	0	0	215,413	
Grand Total	2,370,949	0	0	2,370,949	2,370,949	0	1,107,738	2,263,211	1,107,738	71,651	0	0	0	1,179,089	1,191,860

Note: There may be differences due to rounding.

**Centerwood Water Company
Comprehensive Depreciation Letter Size [Depreciation]
GAAP**

For the Period January 1, 2016 to December 31, 2016

Asset ID	Selected Dates		Asset Balance				Depreciable Basis				Current & Accum Depreciation				Ending Accum Dep	Net Book Value				
	Period	Service Disposed Date	Beginning	Address	Endings	Exclng	Degr Method	Life Yr/6	Book Cost	Credit Reduction Amount	Bus. Use %	Net S729(a) & APD	Prior Reported Depreciation	Depreciable Basis			Beginning Accum Dep	Current Dep't APD	Net Sec 179(b)(a)	Net Address Deductions
Class: Hydrants																				
000062	Hydrants	7/31/2014	903	0	0	903	SL100FPA	20.0	903	0	100	0	42	903	42	40	0	0	502	301
000162	Hydrants - November	11/30/2013	6,691	0	0	5,691	SL100FPA	20.0	5,691	0	100	0	616	5,691	616	285	0	0	901	4,790
91001	Hydrants	5/11/1991	1,224	0	0	1,224	SL100FPA	20.0	1,224	0	100	0	1,223	0	1,223	0	0	0	1,223	1
91002	Hydrants	12/10/1992	980	0	0	980	SL100FPA	20.0	980	0	100	0	980	0	980	0	0	0	980	0
Subtotal: Hydrants (4)			8,698	0	0	8,698			8,698	0	100	0	3,281	8,694	3,281	325	0	0	3,685	5,092
Class: Meters & Installation																				
000000	Hookups/Meters	1/31/2003	1,200	0	0	1,200	SL100FPA	20.0	1,200	0	100	0	780	1,200	780	60	0	0	940	350
000001	Hookups/Meters	2/28/2003	1,646	0	0	1,646	SL100FPA	20.0	1,646	0	100	0	1,063	1,646	1,063	82	0	0	1,145	301
000002	Hookups/Meters	3/31/2003	400	0	0	400	SL100FPA	20.0	400	0	100	0	257	400	257	20	0	0	277	123
000003	Hookups/Meters	4/30/2003	1,200	0	0	1,200	SL100FPA	20.0	1,200	0	100	0	765	1,200	765	60	0	0	825	375
000004	Hookups/Meters	5/31/2003	400	0	0	400	SL100FPA	20.0	400	0	100	0	233	400	233	20	0	0	273	127
000006	Hookups/Meters	6/30/2003	2,000	0	0	2,000	SL100FPA	20.0	2,000	0	100	0	1,258	2,000	1,258	100	0	0	1,358	342
000007	Hookups/Meters	7/31/2003	1,200	0	0	1,200	SL100FPA	20.0	1,200	0	100	0	730	1,200	730	60	0	0	810	390
000008	Hookups/Meters	8/31/2003	2,400	0	0	2,400	SL100FPA	20.0	2,400	0	100	0	1,490	2,400	1,490	120	0	0	1,610	380
000009	Hookups/Meters	9/30/2003	400	0	0	400	SL100FPA	20.0	400	0	100	0	247	400	247	20	0	0	267	133
000010	Hookups/Meters	10/31/2003	1,200	0	0	1,200	SL100FPA	20.0	1,200	0	100	0	735	1,200	735	60	0	0	795	405
000011	Hookups/Meters	11/30/2003	2,000	0	0	2,000	SL100FPA	20.0	2,000	0	100	0	1,217	2,000	1,217	100	0	0	1,317	383
000012	Hookups/Meters	12/31/2003	1,200	0	0	1,200	SL100FPA	20.0	1,200	0	100	0	725	1,200	725	60	0	0	795	415
000043	Hookups/Meters	3/31/2004	1,600	0	0	1,600	SL100FPA	20.0	1,600	0	100	0	947	1,600	947	80	0	0	1,027	573
000044	Hookups/Meters	5/31/2004	1,600	0	0	1,600	SL100FPA	20.0	1,600	0	100	0	933	1,600	933	80	0	0	1,013	587
000045	Hookups/Meters	6/30/2004	2,000	0	0	2,000	SL100FPA	20.0	2,000	0	100	0	1,153	2,000	1,153	100	0	0	1,253	742
000046	Hookups/Meters	7/31/2004	900	0	0	900	SL100FPA	20.0	900	0	100	0	460	900	460	40	0	0	500	300
000047	Hookups/Meters	8/31/2004	2,000	0	0	2,000	SL100FPA	20.0	2,000	0	100	0	1,142	2,000	1,142	100	0	0	1,242	758
000048	Hookups/Meters	10/31/2004	8,600	0	0	8,600	SL100FPA	20.0	8,600	0	100	0	4,950	8,600	4,950	440	0	0	5,390	3,410
000049	Hookups/Meters	11/30/2004	2,000	0	0	2,000	SL100FPA	20.0	2,000	0	100	0	1,117	2,000	1,117	100	0	0	1,217	783
000050	Hookups/Meters	12/31/2004	1,200	0	0	1,200	SL100FPA	20.0	1,200	0	100	0	655	1,200	655	60	0	0	725	476
000059	Hookups/Meters	1/31/2005	800	0	0	800	SL100FPA	20.0	800	0	100	0	440	800	440	40	0	0	480	320
000070	Hookups/Meters	2/28/2005	1,200	0	0	1,200	SL100FPA	20.0	1,200	0	100	0	655	1,200	655	60	0	0	715	485

**Canterwood Water Company
Comprehensive Depreciation Letter Size [Depreciation]
GAAP
For the Period January 1, 2016 to December 31, 2016**

Asset ID	Scheduled Dates				Asset Balance										Depreciable Base										Current & Accum Depreciation			
	Placed in Service	Original Date	Beginning	Additions	Deletions	Ending	Dept	Ln	Book Cost	Credit Reduction	Use %	Net STRIA & AFID	Filer Reported Depreciation	Depreciable Base	Beginning Accum Dpr	Current Dpr & AFID	Net Dep	Net Additions	Ending Accum Dpr	Net Book Value								
000071	Hookup/Meters	3/31/2005	400	0	0	400	SL100FM	20.0	400	0	100	0	217	400	217	20	0	0	237	163								
000072	Hookup/Meters	5/31/2005	800	0	0	800	SL100FM	20.0	800	0	100	0	427	800	427	40	0	0	467	333								
000073	Hookup/Meters	8/30/2005	1,600	0	0	1,600	SL100FM	20.0	1,600	0	100	0	847	1,600	847	80	0	0	927	673								
000074	Hookup/Meters	7/31/2005	400	0	0	400	SL100FM	20.0	400	0	100	0	210	400	210	20	0	0	230	170								
000075	Hookup/Meters	8/31/2005	800	0	0	800	SL100FM	20.0	800	0	100	0	417	800	417	40	0	0	457	343								
000076	Hookup/Meters	9/30/2005	800	0	0	800	SL100FM	20.0	800	0	100	0	413	800	413	40	0	0	453	347								
000077	Hookup/Meters	10/31/2005	800	0	0	800	SL100FM	20.0	800	0	100	0	410	800	410	40	0	0	450	350								
000078	Hookup/Meters	11/30/2005	2,000	0	0	2,000	SL100FM	20.0	2,000	0	100	0	1,017	2,000	1,017	100	0	0	1,117	883								
000079	Hookup/Meters	12/31/2005	800	0	0	800	SL100FM	20.0	800	0	100	0	403	800	403	40	0	0	443	357								
000099	Hookup/Meters	1/31/2006	3,580	0	0	3,580	SL100FM	20.0	3,580	0	100	0	1,790	3,580	1,790	179	0	0	1,969	1,611								
000100	Hookup/Meters	3/31/2006	400	0	0	400	SL100FM	20.0	400	0	100	0	197	400	197	20	0	0	217	192								
000101	Hookup/Meters	4/30/2006	1,600	0	0	1,600	SL100FM	20.0	1,600	0	100	0	793	1,600	793	80	0	0	873	723								
000102	Hookup/Meters	5/31/2006	800	0	0	800	SL100FM	20.0	800	0	100	0	387	800	387	40	0	0	427	387								
000103	Hookup/Meters	6/30/2006	800	0	0	800	SL100FM	20.0	800	0	100	0	383	800	383	40	0	0	423	383								
000104	Hookup/Meters	7/31/2006	400	0	0	400	SL100FM	20.0	400	0	100	0	190	400	190	20	0	0	210	190								
000105	Hookup/Meters	8/31/2006	400	0	0	400	SL100FM	20.0	400	0	100	0	188	400	188	20	0	0	208	188								
000106	Hookup/Meters	9/30/2006	400	0	0	400	SL100FM	20.0	400	0	100	0	187	400	187	20	0	0	207	187								
000107	Hookup/Meters	10/31/2006	400	0	0	400	SL100FM	20.0	400	0	100	0	182	400	182	20	0	0	202	182								
000129	Hookup/Meters	12/31/2006	2,000	0	0	2,000	SL100FM	20.0	2,000	0	100	0	892	2,000	892	100	0	0	992	1,008								
000139	Hookup/Meters	1/31/2007	800	0	0	800	SL100FM	20.0	800	0	100	0	347	800	347	40	0	0	387	413								
000151	Hookup/Meters	2/29/2007	800	0	0	800	SL100FM	20.0	800	0	100	0	340	800	340	40	0	0	380	430								
000150	Hookup/Meters	3/31/2007	1,987	0	0	1,987	SL100FM	20.0	1,987	0	100	0	898	1,987	898	99	0	0	998	1,292								
000167	Hookup/Meters	4/30/2007	400	0	0	400	SL100FM	20.0	400	0	100	0	102	400	102	20	0	0	122	278								
000168	Hookup/Meters	5/31/2007	400	0	0	400	SL100FM	20.0	400	0	100	0	97	400	97	20	0	0	117	283								
000169	Hookup/Meters	6/30/2007	800	0	0	800	SL100FM	20.0	800	0	100	0	187	800	187	40	0	0	227	573								
000170	Hookup/Meters	7/31/2007	400	0	0	400	SL100FM	20.0	400	0	100	0	90	400	90	20	0	0	110	290								
000171	Hookup/Meters	8/30/2007	400	0	0	400	SL100FM	20.0	400	0	100	0	87	400	87	20	0	0	107	293								
000171	Hookup/Meters	9/30/2007	800	0	0	800	SL100FM	20.0	800	0	100	0	187	800	187	40	0	0	207	593								

Centerwood Water Company Comprehensive Depreciation Letter Size [Depreciation] GAAP

For the Period January 1, 2016 to December 31, 2016

Asset ID	Placed in Service Depreciable Date	Beginning	Additions	Deductions	Ending	Dep	Life	Book Cost	Credit Reduction	Depreciable Base			Current & Accum Depreciation			Ending Accum	Net Book Value		
										Method	Yr/Mo	Use %	Net STR/A & AFD	Prior Reported Depreciation	Depreciable Base			Current Depreciation	Net Exp
Class: Meters & Installation																			
000172	Meter	12/31/2011	800	0	0	SL100FM	20.0	800	0	100	0	163	300	163	40	0	0	203	597
000176	Hookup/Meters	7/1/2012	3,520	0	0	SL100FM	20.0	3,520	0	100	0	616	3,520	616	176	0	0	792	2,728
000180	Hookup/Meters	1/31/2014	1,200	0	0	SL100FM	20.0	1,200	0	100	0	120	1,200	120	60	0	0	180	1,020
000191	Hookup/Meters	3/31/2014	400	0	0	SL100FM	20.0	400	0	100	0	37	400	37	20	0	0	57	343
000192	Hookup/Meters	5/31/2014	404	0	0	SL100FM	20.0	404	0	100	0	34	404	34	20	0	0	54	350
000193	Hookup/Meters	9/30/2014	800	0	0	SL100FM	20.0	800	0	100	0	53	800	53	40	0	0	93	707
000194	Hookup/Meters	10/31/2014	1,200	0	0	SL100FM	20.0	1,200	0	100	0	75	1,200	75	60	0	0	135	1,065
000195	Hookup/Meters	12/31/2014	800	0	0	SL100FM	20.0	800	0	100	0	43	800	43	40	0	0	83	717
000224	Meter	2/28/2015	800	0	0	SL100FM	20.0	800	0	100	0	37	800	37	40	0	0	77	723
000225	Meter	3/31/2015	1,600	0	0	SL100FM	20.0	1,600	0	100	0	67	1,600	67	80	0	0	147	1,453
000226	Meter	6/31/2015	800	0	0	SL100FM	20.0	800	0	100	0	17	800	17	40	0	0	57	743
000227	Meter	9/30/2015	743	0	0	SL100FM	20.0	743	0	100	0	12	743	12	37	0	0	50	693
000228	Meter	10/31/2015	1,600	0	0	SL100FM	20.0	1,600	0	100	0	20	1,600	20	80	0	0	180	1,420
000229	Meter	12/31/2015	800	0	0	SL100FM	20.0	800	0	100	0	3	800	3	40	0	0	43	757
89001	Meters	1/1/1990	1,692	0	0	SL100FM	20.0	1,692	0	100	0	3	1,692	3	40	0	0	43	1,649
89002	Meters and Install	6/1/1991	3,709	0	0	SL100FM	20.0	3,709	0	100	0	1,653	0	1,653	0	0	0	1,653	2,053
89003	Meters & Installation	5/20/1992	807	0	0	SL100FM	20.0	807	0	100	0	3,706	0	3,706	0	0	0	3,706	3
89004	Meter Hookup & Repair	2/15/1993	142	0	0	SL100FM	20.0	142	0	100	0	801	0	801	0	0	0	801	6
89005	Meter Hookup	2/28/1993	105	0	0	SL100FM	20.0	105	0	100	0	142	0	142	0	0	0	142	0
89006	Meter Hookups	5/30/1993	1,226	0	0	SL100FM	20.0	1,226	0	100	0	103	0	103	0	0	0	103	2
89007	3 Hookups	6/18/1993	1,735	0	0	SL100FM	20.0	1,735	0	100	0	1,220	0	1,220	0	0	0	1,220	6
89008	Meter Hookups	5/17/1993	931	0	0	SL100FM	20.0	931	0	100	0	1,729	0	1,729	0	0	0	1,729	6
89009	Meter Hookups	10/29/1993	3,348	0	0	SL100FM	20.0	3,348	0	100	0	929	0	929	0	0	0	929	2
89010	Meter Hookup	10/29/1993	51	0	0	SL100FM	20.0	51	0	100	0	3,332	0	3,332	0	0	0	3,332	16
89011	Repair 2 Locations	6/16/1993	102	0	0	SL100FM	20.0	102	0	100	0	51	0	51	0	0	0	51	0
89012	Repairs	11/30/1993	506	0	0	SL100FM	20.0	506	0	100	0	102	0	102	0	0	0	102	0
89013	Meters Hookups	6/30/1994	694	0	0	SL100FM	20.0	694	0	100	0	692	0	692	0	0	0	692	4
89014	Meters Hookups Box	6/30/1994	1,924	0	0	SL100FM	20.0	1,924	0	100	0	1,924	0	1,924	0	0	0	1,924	7

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Asset ID	Selected Date	Placed In Service/Deposited Date	Asset Balance			Dur	Lifespan	Book Cost	Credit Reduction Amount	Depreciable Basis			Prior Reported Depreciation	Depreciable Basis	Beginning Accum Dep	Current Dep & Accum Depreciation			Ending Accum Dep	Net Book Value			
			Beginning	Additions	Deletions					End	Mar/2016	Yr/16				Bus. Use %	Net STRA & AFD	Phis. Reported Depreciation			Current Dep & AFD	Net Sec. 179/STRA	Net Additions/Deletions
89015		Master Hookup	174	0	0	174	SL100FM	40.0	174	0	100	0	0	90	174	50	4	0	0	0	0	94	80
89016		Master Hookups	121	0	0	121	SL100FM	40.0	121	0	100	0	0	94	121	64	3	0	0	0	0	67	54
89017		Master Hookup	44	0	0	44	SL100FM	40.0	44	0	100	0	0	23	44	23	1	0	0	0	0	24	20
89018		Hookups	339	0	0	339	SL100FM	35.0	339	0	100	0	0	201	339	201	10	0	0	0	0	210	129
89019		Hookups	722	0	0	722	SL100FM	40.0	722	0	100	0	0	372	722	372	18	0	0	0	0	390	332
89020		Master Inseal	48	0	0	48	SL100FM	35.0	48	0	100	0	0	27	48	27	1	0	0	0	0	29	19
89021		Master Inseal	215	0	0	215	SL100FM	40.0	215	0	100	0	0	108	215	108	5	0	0	0	0	114	101
89022		Master Hookup	95	0	0	95	SL100FM	40.0	95	0	100	0	0	47	95	47	2	0	0	0	0	50	45
89023		Master	85	0	0	85	SL100FM	35.0	85	0	100	0	0	48	85	48	2	0	0	0	0	51	34
89024		Master	70	0	0	70	SL100FM	35.0	70	0	100	0	0	41	70	41	2	0	0	0	0	43	27
89025		Master	350	0	0	350	SL100FM	35.0	350	0	100	0	0	203	350	203	10	0	0	0	0	213	135
89026		Master Box	280	0	0	280	SL100FM	35.0	280	0	100	0	0	162	280	162	8	0	0	0	0	170	111
89027		Master	43	0	0	43	SL100FM	35.0	43	0	100	0	0	24	43	24	1	0	0	0	0	25	1
89028		Master Box	184	0	0	184	SL100FM	35.0	184	0	100	0	0	105	184	105	5	0	0	0	0	111	71
89029		Master	47	0	0	47	SL100FM	35.0	47	0	100	0	0	25	47	25	1	0	0	0	0	27	18
89030		Master	372	0	0	372	SL100FM	35.0	372	0	100	0	0	214	372	214	11	0	0	0	0	224	148
89031		Master	94	0	0	94	SL100FM	35.0	94	0	100	0	0	55	94	55	3	0	0	0	0	89	55
89032		Valve Adapter	10	0	0	10	SL100FM	40.0	10	0	100	0	0	4	10	4	0	0	0	0	0	5	6
89033		Master Inseal	1221	0	0	1221	SL100FM	40.0	1221	0	100	0	0	606	1221	606	31	0	0	0	0	637	594
89034		Master	112	0	0	112	SL100FM	35.0	112	0	100	0	0	62	112	62	3	0	0	0	0	65	46
89035		Master Inseal	916	0	0	916	SL100FM	40.0	916	0	100	0	0	445	916	445	23	0	0	0	0	468	446
89036		Hookup	89	0	0	89	SL100FM	40.0	89	0	100	0	0	28	89	28	1	0	0	0	0	30	29
89037		Master	435	0	0	435	SL100FM	35.0	435	0	100	0	0	240	435	240	12	0	0	0	0	253	122
89038		Master	143	0	0	143	SL100FM	35.0	143	0	100	0	0	79	143	79	4	0	0	0	0	83	60
89039		Hookups	780	0	0	780	SL100FM	40.0	780	0	100	0	0	375	780	375	20	0	0	0	0	394	366
89040		Hookups	258	0	0	258	SL100FM	40.0	258	0	100	0	0	123	258	123	6	0	0	0	0	129	129
89041		Hookups	692	0	0	692	SL100FM	40.0	692	0	100	0	0	338	692	338	17	0	0	0	0	355	337
89042		Hookups	204	0	0	204	SL100FM	40.0	204	0	100	0	0	100	204	100	5	0	0	0	0	105	99

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Asset ID	Standard Data			Asset Balances			Ending	Dept	Lib	Book Cost	Credit Reduction	Depreciable Basis		Prior Reported	Depreciable	Beginning	Current & Accum Depreciation					
	Asset In Service Date	Disposal Date	Expensing	Acquisitions	Disposals	Ending						Method	Yr/MS				Net STRVA	AFD	AFD	AFD	AFD	Net Sec
89043	Hookups	2/10/1986					684	SL100FM	40.0	684	0	100	0	0	334	684	334	17	0	0	351	33
89044	Meters	11/10/1985					48	SL100FM	35.0	48	0	100	0	25	48	25	1	0	0	27	21	
89045	Hookup	2/10/1987					778	SL100FM	40.0	778	0	100	0	368	778	368	19	0	0	387	391	
89046	Hookup	3/10/1987					354	SL100FM	40.0	354	0	100	0	165	354	165	9	0	0	175	179	
89047	Hookup	5/10/1987					135	SL100FM	40.0	135	0	100	0	62	135	62	3	0	0	65	69	
89048	Remove Well Pump	5/10/1987					1,112	SL100FM	20.0	1,112	0	100	0	1,038	1,112	1,038	56	0	0	1,094	18	
89049	Hookup	6/10/1987					178	SL100FM	40.0	178	0	100	0	83	178	83	4	0	0	87	91	
89050	Hookup	7/10/1987					172	SL100FM	40.0	172	0	100	0	79	172	79	4	0	0	83	89	
89051	Hookup	8/10/1987					633	SL100FM	40.0	633	0	100	0	292	633	292	16	0	0	308	325	
89052	Meters	9/10/1987					128	SL100FM	35.0	128	0	100	0	66	128	66	4	0	0	70	70	
89053	Hookup	9/10/1987					64	SL100FM	40.0	64	0	100	0	30	64	30	2	0	0	492	492	
89054	Hookup	10/10/1987					1,022	SL100FM	40.0	1,022	0	100	0	466	1,022	466	26	0	0	492	5	
89055	Hookup	11/10/1987					69	SL100FM	40.0	69	0	100	0	31	69	31	2	0	0	33	33	
89056	Hookup	12/10/1987					120	SL100FM	40.0	120	0	100	0	54	120	54	3	0	0	57	57	
89057	Meter	12/10/1987					31	SL100FM	35.0	31	0	100	0	16	31	16	1	0	0	17	17	
89058	Hookup	1/6/1988					122	SL100FM	20.0	122	0	100	0	110	122	110	6	0	0	119	6	
89059	Hookup	1/9/1988					68	SL100FM	20.0	68	0	100	0	61	68	61	3	0	0	64	4	
89060	Move Serv Meters	2/10/1988					419	SL100FM	20.0	419	0	100	0	375	419	375	21	0	0	396	23	
89061	Hookups - Repair Line	2/10/1988					163	SL100FM	20.0	163	0	100	0	146	163	146	8	0	0	154	9	
89062	Hookup Meters	2/10/1988					170	SL100FM	20.0	170	0	100	0	153	170	153	9	0	0	161	9	
89063	Hookups	2/17/1988					63	SL100FM	20.0	63	0	100	0	57	63	57	3	0	0	80	3	
89064	Hookups	3/6/1988					140	SL100FM	20.0	140	0	100	0	125	140	125	7	0	0	132	8	
89065	Hookups	5/18/1988					743	SL100FM	20.0	743	0	100	0	654	743	654	37	0	0	691	52	
89066	Hookups - Repairs	6/4/1988					455	SL100FM	20.0	455	0	100	0	400	455	400	23	0	0	423	33	
89067	Hookups	7/22/1988					181	SL100FM	20.0	181	0	100	0	162	181	158	9	0	0	167	14	
89068	Hookups - Str. Orders	7/31/1988					186	SL100FM	20.0	186	0	100	0	162	186	162	9	0	0	171	15	
89069	Hookups - Str. Orders	8/12/1988					116	SL100FM	20.0	116	0	100	0	101	116	101	6	0	0	106	10	
89070	Hookups	8/10/1988					676	SL100FM	20.0	676	0	100	0	588	676	588	34	0	0	622	54	

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Asset ID	Scheduled Dates	Picked in Service	Disposal Date	Asset Balance				Depreciable Basis										Current & Accum Depreciation				Ending Accum	Net Book Value
				Beginning	Additions	Deletions	Ending	Dep. Method/Conv.	Life	Book Cost	Good Production	Amort	Res. %	Net S/TA & APFD	Prior Reported Depreciation	Depreciable Basis	Beginning Accum Dep.	Current Dep. & APFD	Net Sca. 12/31/16	Net Additions/Deletions			
Class: Meters & Installation																							
88071	10/7/1998	Hookups		1,500	0	0	1,500	SL100FM	20.0	1,500	0	100	0	100	0	1,294	1,500	1,294	75	0	0	1,369	191
88072	10/7/1998	Hookups		167	0	0	167	SL100FM	20.0	167	0	100	0	100	0	144	167	144	8	0	0	152	15
88073	10/7/1998	Hookups		71	0	0	71	SL100FM	20.0	71	0	100	0	100	0	61	71	61	4	0	0	65	5
88074	8/30/2000	21 Meters and Hookups		7,665	0	0	7,665	SL100FM	20.0	7,665	0	100	0	100	0	6,164	7,665	6,164	383	0	0	6,547	1,118
88075	4/23/2011	Meters		481	0	0	481	SL100FM	20.0	481	0	100	0	100	0	355	481	355	24	0	0	379	102
88076	4/18/2011	Hookups		154	0	0	154	SL100FM	20.0	154	0	100	0	100	0	113	154	113	8	0	0	121	33
88077	6/22/2011	Hookups		431	0	0	431	SL100FM	20.0	431	0	100	0	100	0	314	431	314	22	0	0	336	95
88078	9/25/2011	Meter Installation		131	0	0	131	SL100FM	20.0	131	0	100	0	100	0	94	131	94	7	0	0	100	31
88079	2/28/2012	Meter Installation		548	0	0	548	SL100FM	20.0	548	0	100	0	100	0	381	548	381	27	0	0	409	139
88080	5/31/2012	Meter Hookup		2,000	0	0	2,000	SL100FM	20.0	2,000	0	100	0	100	0	1,387	2,000	1,387	100	0	0	1,487	513
88081	6/30/2012	Pump Station Meter Hookup		3,235	0	0	3,235	SL100FM	20.0	3,235	0	100	0	100	0	2,197	3,235	2,197	162	0	0	2,359	876
88082	7/31/2012	Hookups		1,200	0	0	1,200	SL100FM	20.0	1,200	0	100	0	100	0	810	1,200	810	60	0	0	870	33
88083	8/31/2012	Hookups		400	0	0	400	SL100FM	20.0	400	0	100	0	100	0	288	400	288	20	0	0	308	92
88084	9/30/2012	Meters Installation		1,600	0	0	1,600	SL100FM	20.0	1,600	0	100	0	100	0	1,067	1,600	1,067	90	0	0	1,157	443
88085	10/31/2012	Meter Hookup		1,200	0	0	1,200	SL100FM	20.0	1,200	0	100	0	100	0	795	1,200	795	60	0	0	855	345
88086	11/30/2012	Meter Hookup		400	0	0	400	SL100FM	20.0	400	0	100	0	100	0	283	400	283	20	0	0	303	97
88087	12/31/2012	Meter Hookup		2,400	0	0	2,400	SL100FM	20.0	2,400	0	100	0	100	0	1,570	2,400	1,570	120	0	0	1,690	710
88088	4/30/2018	Meter Hookup		800	0	0	800	SL100FM	10.0	800	0	100	0	100	0	620	800	620	80	0	0	700	100
88089	5/31/2018	Meter Hookup		800	0	0	800	SL100FM	10.0	800	0	100	0	100	0	613	800	613	80	0	0	693	107
88090	8/31/2018	Meter Hookup		400	0	0	400	SL100FM	10.0	400	0	100	0	100	0	287	400	287	40	0	0	327	73
88091	9/30/2018	Meter Hookup		995	0	0	995	SL100FM	10.0	995	0	100	0	100	0	730	995	730	99	0	0	829	166
88092	10/31/2018	Meter Hookup		400	0	0	400	SL100FM	10.0	400	0	100	0	100	0	290	400	290	40	0	0	330	70
Subtotal: Meters & Installation (156)																							
				139,777	0	0	139,777	SL100FM	10.0	139,777	0	100	0	100	0	91,943	122,739	91,943	6,007	0	0	97,950	51,827
Class: Other Equipment																							
28001	1/1/1990	Pa Maste		161	0	0	161	SL100FM	7.0	161	0	100	0	100	0	161	161	161	0	0	0	161	0
28002	3/10/2010	Computer		816	0	0	816	SL100FM	5.0	816	0	100	0	100	0	768	816	768	0	0	0	768	48
Subtotal: Other Equipment (2)																							
				979	0	0	979	SL100FM	5.0	979	0	100	0	100	0	917	979	917	0	0	0	917	48

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Asset ID	Class	Description	Beginning	Additions	Deletions	Ending	Dep. Method/Conv.	Lifespan Yr/Mo	Book Cost	Cred'r Reduction Amount	Bus. Use %	Depreciable Basis			Depreciable Basis	Beginning Accum Dep	Current & Accum Depreciation			Ending Accum Dep	Net Book Value	
												Net SFY/FA	APFD	Prior Reported Depreciation			Current Dep. & APFD	Net Sec 179/FA	Net Additions/Deletions			
000013	Class: Power Generating Equipment	Generator																				
000014		10/31/2003	1,541	0	0	1,541	SL100FM	20.0	1,541	0	100	0	0	0	944	1,541	944	77	0	0	1,021	520
000055		1/31/2003	1,056	0	0	1,056	SL100FM	20.0	1,056	0	100	0	0	888	1,056	888	53	0	0	739	317	
000119		4/30/2005	6,311	0	0	6,311	SL100FM	20.0	6,311	0	100	0	0	3,392	6,311	3,392	316	0	0	3,708	2,603	
000142		4/30/2007	117	0	0	117	SL100FM	20.0	117	0	100	0	0	51	117	51	8	0	0	57	60	
000143		2/28/2009	8,029	0	0	8,029	SL100FM	20.0	8,029	0	100	0	0	2,777	8,029	2,777	401	0	0	3,179	4,851	
000144		4/30/2009	427	0	0	427	SL100FM	20.0	427	0	100	0	0	144	427	144	21	0	0	165	262	
000145		12/31/2009	766	0	0	766	SL100FM	20.0	766	0	100	0	0	233	766	233	38	0	0	271	495	
000146		4/22/2010	5,000	0	0	5,000	SL100FM	20.0	5,000	0	100	0	0	1,438	5,000	1,438	250	0	0	1,888	3,113	
000174		5/31/2010	309	0	0	309	SL100FM	20.0	309	0	100	0	0	88	309	88	15	0	0	103	206	
87001		1/31/2011	4,837	0	0	4,837	SL100FM	20.0	4,837	0	100	0	0	1,169	4,837	1,169	222	0	0	1,391	3,446	
87002		10/1/1991	5,196	0	0	5,196	SL100FM	50.0	5,196	0	100	0	0	2,621	5,196	2,621	104	0	0	2,625	2,571	
87003		11/30/1993	938	0	0	938	SL100FM	15.0	938	0	100	0	0	93	938	93	0	0	933	4		
87004		9/10/1997	54	0	0	54	SL100FM	15.0	54	0	100	0	0	54	54	54	0	0	54	0		
87005		3/29/2001	9,061	0	0	9,061	SL100FM	15.0	9,061	0	100	0	0	8,980	9,061	8,980	101	0	0	9,081	80	
87006		6/30/2008	1,520	0	0	1,520	SL100FM	10.0	1,520	0	100	0	0	1,153	1,520	1,153	182	0	0	1,338	182	
		ATS Switch	2,000	0	0	2,000	SL100FM	10.0	2,000	0	100	0	0	1,417	2,000	1,417	200	0	0	1,617	383	
		12/24/2008	46,982	0	0	46,982			46,982	0	100	0	0	23,669	46,982	23,669	1,396	0	0	27,935	19,047	
		Subtotal: Power Generating Equipment (16)																				
		Class: Pumping Equipment																				
000015		Pumping equipment																				
000016		1/31/2003	702	0	0	702	SL100FM	20.0	702	0	100	0	0	458	702	458	35	0	0	491	211	
000041		12/8/2003	553	0	0	553	SL100FM	20.0	553	0	100	0	0	334	553	334	28	0	0	302	191	
000042		7/31/2004	255	0	0	255	SL100FM	20.0	255	0	100	0	0	147	255	147	13	0	0	159	96	
000089		8/31/2004	43,895	0	0	43,895	SL100FM	20.0	43,895	0	100	0	0	24,837	43,895	24,837	2,194	0	0	27,121	16,774	
000092		Pump House	542	0	0	542	SL100FM	20.0	542	0	100	0	0	255	542	255	27	0	0	282	260	
000093		2/28/2005	1,453	0	0	1,453	SL100FM	20.0	1,453	0	100	0	0	720	1,453	720	73	0	0	793	660	
000094		7/31/2006	1,495	0	0	1,495	SL100FM	20.0	1,495	0	100	0	0	711	1,495	711	76	0	0	785	710	
000095		8/31/2006	1,893	0	0	1,893	SL100FM	20.0	1,893	0	100	0	0	894	1,893	894	95	0	0	988	905	
000096		9/30/2006	1,653	0	0	1,653	SL100FM	20.0	1,653	0	100	0	0	776	1,653	776	83	0	0	859	794	
		10/31/2006	184	0	0	184	SL100FM	20.0	184	0	100	0	0	85	184	85	9	0	0	94	90	

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Asset ID	Period In Service/Disposed Date	Asset Balances				Depreciable Base				Current & Accum Depreciation										
		Beginning	Additions	Deletions	Ending	Dep. Method	Life Yrks	Book Cost	Credit Reduction Amount	Bus. Use %	Net S179A & APD	Prior Reported Depreciation	Depreciable Base	Beginning Accum Dep.	Current Dep. & APD	Net Sec. 179A/272A	Net Additions/Deletions	Ending Accum Dep.	Net Book Value	
000097	Booster Station 11/30/2016	1,005	0	0	1,005	SL100FM	20.0	1,005	0	100	0	0	461	1,005	461	50	0	0	511	494
000098	Booster Pump 12/31/2016	3,094	0	0	3,094	SL100FM	20.0	3,094	0	100	0	0	1,405	3,094	1,405	165	0	0	1,560	1,534
000120	Booster S. 2/28/2017	30,570	0	0	30,570	SL100FM	20.0	30,570	0	100	0	0	13,629	30,570	13,629	1,528	0	0	15,157	15,412
000121	New 6/22/2017	15,998	0	0	15,998	SL100FM	20.0	15,998	0	100	0	0	6,919	15,998	6,919	798	0	0	7,718	8,290
000122	Booster S. 6/30/2017	2,894	0	0	2,894	SL100FM	20.0	2,894	0	100	0	0	1,182	2,894	1,182	134	0	0	1,286	1,398
000123	Booster #3 7/31/2017	19,014	0	0	19,014	SL100FM	20.0	19,014	0	100	0	0	8,081	19,014	8,081	951	0	0	9,032	9,305
000124	Sales Tax 7/30/2017	2,129	0	0	2,129	SL100FM	20.0	2,129	0	100	0	0	905	2,129	905	165	0	0	1,011	1,011
000125	BS #3 9/1/4/2017	5,731	0	0	5,731	SL100FM	20.0	5,731	0	100	0	0	2,388	5,731	2,388	287	0	0	2,674	2,655
000126	Booster 9/30/2017	1,390	0	0	1,390	SL100FM	20.0	1,390	0	100	0	0	579	1,390	579	70	0	0	819	741
000127	operator 10/31/2017	288	0	0	288	SL100FM	20.0	288	0	100	0	0	111	288	111	18	0	0	124	124
000128	Booster #1 11/8/2017	6,836	0	0	6,836	SL100FM	20.0	6,836	0	100	0	0	2,791	6,836	2,791	342	0	0	3,133	3,133
000147	Booster SL 3/31/2010	6,013	0	0	6,013	SL100FM	20.0	6,013	0	100	0	0	1,754	6,013	1,754	301	0	0	2,054	2,054
000148	BS #1 & #3 8/31/2010	1,481	0	0	1,481	SL100FM	20.0	1,481	0	100	0	0	401	1,481	401	74	0	0	475	475
000152	Pump House Roof 2/28/2010	1,405	0	0	1,405	SL100FM	20.0	1,405	0	100	0	0	416	1,405	416	70	0	0	486	486
000173	Pumping Equipment 7/31/2011	885	0	0	885	SL100FM	20.0	885	0	100	0	0	199	885	199	44	0	0	243	243
000180	Booster #3 major repairs 9/30/2013	3,384	0	0	3,384	SL100FM	20.0	3,384	0	100	0	0	157	3,384	157	67	0	0	224	224
000181	Booster Station #1 - new bladder 12/31/2013	1,628	0	0	1,628	SL100FM	20.0	1,628	0	100	0	0	88	1,628	88	33	0	0	100	100
000196	Structure 3/28/2015	739	0	0	739	SL100FM	20.0	739	0	100	0	0	13	739	13	15	0	0	28	28
000199	Pumping Equip 8/1/1991	32,200	0	0	32,200	SL100FM	20.0	32,200	0	100	0	0	15,724	32,200	15,724	844	0	0	16,588	16,582
000202	Pump 8/31/2014	1,220	0	0	1,220	SL100FM	20.0	1,220	0	100	0	0	35	1,220	35	24	0	0	59	59
000203	Booster Pump Repair 3/12/1993	402	0	0	402	SL100FM	20.0	402	0	100	0	0	402	402	402	0	0	402	402	
000204	Pump 9/30/2014	2,272	0	0	2,272	SL100FM	20.0	2,272	0	100	0	0	81	2,272	61	45	0	0	108	108
000205	Pump 10/31/2014	1,295	0	0	1,295	SL100FM	20.0	1,295	0	100	0	0	32	1,295	32	28	0	0	1,227	1,227
000206	Pump 12/31/2014	1,121	0	0	1,121	SL100FM	20.0	1,121	0	100	0	0	24	1,121	24	22	0	0	47	47
000207	Install Pump Motor 5/17/1993	3,375	0	0	3,375	SL100FM	20.0	3,375	0	100	0	0	3,382	3,375	3,382	0	0	3,382	3,382	
000208	Pump House 10/29/1993	521	0	0	521	SL100FM	20.0	521	0	100	0	0	518	521	518	0	0	518	518	
000209	Pumping Oil 220V Starter 2/18/1994	125	0	0	125	SL100FM	20.0	125	0	100	0	0	57	125	57	3	0	0	59	59
000210	Pumping Gas Caps 8/31/1994	38	0	0	38	SL100FM	20.0	38	0	100	0	0	17	38	17	1	0	0	18	18

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Asset ID	Subtotal Data Period in Service Disposal Date	Beginning	Address	Deletions	Ending	Dep Leid/Com	Life Yr/10	Book Cost	Credit Reduction Amount	Depreciable Base			Current & Accum Depreciation			Ending Accum Dep	Net Book Value		
										Bus %	Net S179A & AFPD	Paper Reported Depreciation	Depreciable Base	Beginning Account Dep	Current Dep & AFPD			Net Sec 179B/79A	Net Additions Deletions
Class: Pumping Equipment																			
80007	Pump House 1/31/1992	402	0	0	402	SL100FM	500	402	0	100	0	193	402	193	3	0	0	201	201
90006	Motor 10/27/1996	659	0	0	659	SL100FM	500	659	0	100	0	282	659	282	13	0	0	285	284
90009	Motor Inlet 9/25/1998	627	0	0	627	SL100FM	500	627	0	100	0	242	627	242	13	0	0	255	255
90010	Booster Pump 6/10/1997	112	0	0	112	SL100FM	500	112	0	100	0	41	112	41	2	0	0	43	43
90011	Pump 7/15/1997	12,961	0	0	12,961	SL100FM	500	12,961	0	100	0	4,786	12,961	4,799	259	0	0	5,055	7,906
90012	Repair Booster Pump 9/8/1998	76	0	0	76	SL100FM	500	76	0	100	0	27	76	27	2	0	0	28	28
90013	Pump Repair 9/7/1998	46	0	0	46	SL100FM	500	46	0	100	0	16	46	16	1	0	0	17	17
90014	Pumping Equipment at Tanks 4/18/2001	2,078	0	0	2,078	SL100FM	500	2,078	0	100	0	613	2,078	613	42	0	0	655	423
90015	Pumps 9/30/2001	281	0	0	281	SL100FM	500	281	0	100	0	81	281	81	5	0	0	86	86
90016	equipment 1/31/2001	752	0	0	752	SL100FM	500	752	0	100	0	65	752	65	5	0	0	69	185
90017	Pumping Station 6/30/2002	60,811	0	0	60,811	SL100FM	500	60,811	0	100	0	16,520	60,811	16,520	1,216	0	0	17,737	43,074
Subtotal: Pumping Equipment (60)																			
		273,253	0	0	273,253		500	273,253	0	100	0	114,024	273,253	114,024	10,006	0	0	124,030	149,223
Class: Reservoirs																			
000183	Overflow # 12/31/2013	2,402	0	0	2,402	SL100FM	500	2,402	0	100	0	100	2,402	100	48	0	0	148	148
000201	Chemical Tanks 2/28/2015	2,999	0	0	2,999	SL100FM	500	2,999	0	100	0	55	2,999	55	60	0	0	115	115
000202	Reservoir 2/28/2015	2,145	0	0	2,145	SL100FM	500	2,145	0	100	0	39	2,145	39	43	0	0	82	82
000203	Reservoir 6/30/2015	1,990	0	0	1,990	SL100FM	500	1,990	0	100	0	23	1,990	23	40	0	0	63	63
000204	Reservoir 11/30/2016	1,041	0	0	1,041	SL100FM	500	1,041	0	100	0	3	1,041	3	21	0	0	24	1,016
Subtotal: Reservoirs (9)																			
		10,586	0	0	10,586		500	10,586	0	100	0	221	10,586	221	211	0	0	432	10,154
Class: Services																			
000017	Services 1/31/2003	520	0	0	520	SL100FM	100	520	0	100	0	520	520	520	0	0	0	520	0
000018	Services 4/30/2003	695	0	0	695	SL100FM	100	695	0	100	0	695	695	695	0	0	0	695	0
000019	Services 5/31/2003	555	0	0	555	SL100FM	100	555	0	100	0	555	555	555	0	0	0	555	0
000020	Services 6/30/2003	461	0	0	461	SL100FM	100	461	0	100	0	461	461	461	0	0	0	461	0
000021	Services 7/31/2003	640	0	0	640	SL100FM	100	640	0	100	0	640	640	640	0	0	0	640	0
000022	Services 7/31/2003	404	0	0	404	SL100FM	100	404	0	100	0	404	404	404	0	0	0	404	0
000023	Services 8/31/2003	646	0	0	646	SL100FM	100	646	0	100	0	646	646	646	0	0	0	646	0

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Asset ID	Selected Dates	Placed in Service/Disposal Date			Asset Balances			Depreciable Basis	Net ST29A.3 AFVD	Prior Reported Depreciation	Depreciable Basis	Beginning		Current Depreciation		Net Additions		Ending Accum. Deprec.	Net Book Value
		Begin	End	Life	Book Cost	Credit Reduction Amount	Acc. %					Net ST29A.3 AFVD	Accum. Deprec.	Current Deprec. AFVD	Net Sec. 179A AFVD	Net Additions	Ending Accum. Deprec.		
000024	Services	10/31/2003	549	0	549	SL100FPM	10.0	549	0	0	549	549	0	0	0	0	0	549	0
000025	Services	11/30/2003	343	0	343	SL100FPM	10.0	343	0	0	343	343	0	0	0	0	0	343	0
000026	Services	12/31/2003	150	0	150	SL100FPM	10.0	150	0	0	150	150	0	0	0	0	0	150	0
000068	Services	11/30/2005	1,399	0	1,399	SL100FPM	10.0	1,399	0	0	1,399	1,399	0	0	0	0	0	1,399	0
86001	Services	8/7/1991	8,932	0	8,932	SL100FPM	50.0	8,932	0	0	4,364	4,364	179	0	0	0	0	4,543	4,389
86002	Services	7/30/1992	652	0	652	SL100FPM	50.0	652	0	0	305	652	305	13	0	0	0	318	394
86003	Repair Service Lines	2/18/1993	203	0	203	SL100FPM	20.0	203	0	0	202	0	0	0	0	0	0	202	1
86004	Repair Motor	10/28/1993	702	0	702	SL100FPM	20.0	702	0	0	699	0	0	0	0	0	0	699	3
86005	Maint Repair	8/31/1993	652	0	652	SL100FPM	20.0	652	0	0	651	0	0	0	0	0	0	651	1
86006	Services	8/11/1995	330	0	330	SL100FPM	30.0	330	0	0	227	330	227	11	0	0	0	238	0
86007	Services	6/30/1995	334	0	334	SL100FPM	30.0	334	0	0	228	334	228	11	0	0	0	239	0
86009	Services	10/31/1995	25	0	25	SL100FPM	30.0	25	0	0	17	25	17	1	0	0	0	18	0
86010	Services	9/25/1996	13	0	13	SL100FPM	30.0	13	0	0	7	13	7	0	0	0	0	8	0
86011	Services	3/31/1998	10	0	10	SL100FPM	30.0	10	0	0	6	10	6	0	0	0	0	6	0
86012	Services	4/13/1998	21	0	21	SL100FPM	30.0	21	0	0	13	21	13	1	0	0	0	14	0
86013	Services	10/7/1998	462	0	462	SL100FPM	30.0	462	0	0	286	462	286	15	0	0	0	281	0
86014	Services	4/22/2001	42	0	42	SL100FPM	100.0	42	0	0	42	0	0	0	0	0	0	42	0
86015	Services	6/22/2001	81	0	81	SL100FPM	100.0	81	0	0	81	0	0	0	0	0	0	81	0
86016	Services	9/29/2001	229	0	229	SL100FPM	100.0	229	0	0	229	0	0	0	0	0	0	229	0
86017	Services	8/31/2002	423	0	423	SL100FPM	100.0	423	0	0	423	0	0	0	0	0	0	423	0
86018	Services	8/30/2002	289	0	289	SL100FPM	100.0	289	0	0	289	0	0	0	0	0	0	289	0
Subtotal: Services (29)	Services	8/31/2014	20,256	0	20,256	SL100FPM	100.0	20,256	0	0	14,450	18,337	14,450	289	0	0	0	14,748	428
Class: Trains & Dish Mains	Trains Cleaning	11/30/2005	7,391	0	7,391	SL100FPM	50.0	7,391	0	0	1,503	7,391	1,503	146	0	0	0	1,651	5,740
000067	Water Main	5/31/2005	17,140	0	17,140	SL100FPM	50.0	17,140	0	0	3,657	17,140	3,657	343	0	0	0	3,999	13,141
000149	PRV	6/30/2010	7,276	0	7,276	SL100FPM	20.0	7,276	0	0	2,031	7,276	2,031	394	0	0	0	2,385	4,891
000175	Shed	5/18/2011	2,710	0	2,710	SL100FPM	40.0	2,710	0	0	316	2,710	316	68	0	0	0	394	2,325

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Asset ID	Period in Service	Disposal Date	Beginning	Additions	Deletions	Ending	Depreciable Basis		Prior Reported		Depreciable Basis	Current & Accum Depreciation		Ending Accum Dep	Net Book Value	
							Mar/Con	Yr/Le	Book Cost	Cum'd Production		Use %	Net STY's			Depreciation
Class: Trans & Dist Mains																
000178	8/27/2013		1,603	0	0	1,603	50.0	1,603	0	77	1,603	77	32	0	1,433	
000223	8/27/2013		9,870	0	0	9,870	50.0	9,870	0	82	9,870	82	197	0	9,550	
88001	1/1/1990		333,182	0	0	333,182	50.0	333,182	0	183,294	183,294	6,884	0	189,918	143,284	
88002	1/1/1990		203,214	0	0	203,214	50.0	203,214	0	107,701	203,214	107,701	4,084	0	111,795	91,449
88003	1/1/1990		80,287	0	0	80,287	50.0	80,287	0	28,136	80,287	28,136	1,005	0	27,141	23,125
88004	12/1/1991		903	0	0	903	50.0	903	0	435	903	435	18	0	453	280
88005	2/29/2001		100,000	0	0	100,000	50.0	100,000	0	29,833	100,000	29,833	2,000	0	31,833	10,077
88078	1/1/1994		389,467	0	0	389,467	50.0	389,467	0	176,794	389,467	176,794	7,989	0	183,753	115,714
Subtotal: Trans & Dist Mains (7/2)																
			1,133,023	0	0	1,133,023	50.0	1,133,023	0	530,789	1,133,023	630,789	22,892	0	553,691	283,341
Class: Water Plan																
000027	12/29/2003		1,500	0	0	1,500	20.0	1,500	0	306	1,500	306	75	0	991	319
000030	6/23/2005		1,939	0	0	1,939	50.0	1,939	0	1,039	1,939	1,939	0	0	1,939	0
000031	7/21/2005		703	0	0	703	50.0	703	0	703	703	703	0	0	703	0
000032	8/1/2005		3,402	0	0	3,402	50.0	3,402	0	3,402	3,402	3,402	0	0	3,402	0
000033	8/15/2005		153	0	0	153	50.0	153	0	153	153	153	0	0	153	0
000034	9/1/2005		1,663	0	0	1,663	50.0	1,663	0	1,663	1,663	1,663	0	0	1,663	0
000035	9/21/2005		2,694	0	0	2,694	50.0	2,694	0	2,694	2,694	2,694	0	0	2,694	0
000036	10/10/2005		1,745	0	0	1,745	50.0	1,745	0	1,745	1,745	1,745	0	0	1,745	0
000037	11/30/2005		2,385	0	0	2,385	50.0	2,385	0	2,385	2,385	2,385	0	0	2,385	0
000038	12/29/2005		1,761	0	0	1,761	50.0	1,761	0	1,761	1,761	1,761	0	0	1,761	0
000109	3/1/2006		2,531	0	0	2,531	50.0	2,531	0	2,531	2,531	2,531	0	0	2,531	0
000110	3/31/2006		1,900	0	0	1,900	50.0	1,900	0	1,900	1,900	1,900	0	0	1,900	0
000111	4/20/2006		1,819	0	0	1,819	50.0	1,819	0	1,819	1,819	1,819	0	0	1,819	0
000112	5/5/2006		1,684	0	0	1,684	50.0	1,684	0	1,684	1,684	1,684	0	0	1,684	0
000113	5/18/2006		782	0	0	782	50.0	782	0	782	782	782	0	0	782	0
000114	6/3/2006		434	0	0	434	50.0	434	0	434	434	434	0	0	434	0
000115	8/18/2006		3,832	0	0	3,832	50.0	3,832	0	3,832	3,832	3,832	0	0	3,832	0
000116	9/21/2006		1,389	0	0	1,389	50.0	1,389	0	1,389	1,389	1,389	0	0	1,389	0

APPLICATION FOR TRANSFER - 105

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AssetID	Asset Description	Begining	Additions	Deletions	Ending	Degr. Meth/Conv	Life Yr/Mo	Book Cost	Credit Reduction Amount	Depreciable Basis		Prior Reported Depreciation	Depreciable Basis	Current & Accum Depreciation		Ending Accum. Degr.	Net Book Value
										Bs. %	Net STRBA A.F.T.D.			Current Degr. A.F.T.D.	Accum. Degr. A.F.T.D.		
000117	Water Plan - S120528-14	1,885	0	0	1,885	SL100FM	50	1,885	0	100	0	1,885	1,885	0	0	1,885	0
000118	Water Plan	6	0	0	6	SL100FM	50	6	0	100	0	6	6	0	0	6	0
000132	Water Plan - Tank/Escrow	1,518	0	0	1,518	SL100FM	50	1,518	0	100	0	1,518	1,518	0	0	1,518	0
000133	DCH	108	0	0	108	SL100FM	20	108	0	100	0	108	108	0	0	108	0
000134	Water Sy - Dist of Health	2,206	0	0	2,206	SL100FM	20	2,206	0	100	0	2,206	2,206	0	0	2,206	0
000135	Deficy	93	0	0	93	SL100FM	20	93	0	100	0	93	93	0	0	93	0
000136	Dowl Engneers	1,800	0	0	1,800	SL100FM	20	1,800	0	100	0	1,800	1,800	0	0	1,800	0
000137	Dowl Engneers	1,247	0	0	1,247	SL100FM	20	1,247	0	100	0	1,247	1,247	0	0	1,247	0
000138	Dowl Engneers - S120528	250	0	0	250	SL100FM	20	250	0	100	0	250	250	0	0	250	0
000139	Dowl Engneers	1,426	0	0	1,426	SL100FM	20	1,426	0	100	0	1,426	1,426	0	0	1,426	0
000140	Dowl Engneers	2,313	0	0	2,313	SL100FM	20	2,313	0	100	0	2,313	2,313	0	0	2,313	0
000205	S&T Water Planning	700	0	0	700	SL100FM	20	700	0	100	0	700	700	0	0	700	0
000206	Chlorination	8,122	0	0	8,122	SL100FM	20	8,122	0	100	0	8,122	8,122	0	0	8,122	0
000208	Chlorination	8,400	0	0	8,400	SL100FM	20	8,400	0	100	0	8,400	8,400	0	0	8,400	0
000209	Chlorination	8,149	0	0	8,149	SL100FM	20	8,149	0	100	0	8,149	8,149	0	0	8,149	0
000210	Chlorination	8,441	0	0	8,441	SL100FM	20	8,441	0	100	0	8,441	8,441	0	0	8,441	0
000211	Chlorination System	2,451	0	0	2,451	SL100FM	20	2,451	0	100	0	2,451	2,451	0	0	2,451	0
000212	Chlorination	1,427	0	0	1,427	SL100FM	20	1,427	0	100	0	1,427	1,427	0	0	1,427	0
000213	Chlorination	7,141	0	0	7,141	SL100FM	20	7,141	0	100	0	7,141	7,141	0	0	7,141	0
000214	Chlorination	5,000	0	0	5,000	SL100FM	20	5,000	0	100	0	5,000	5,000	0	0	5,000	0
000215	Chlorination	5,000	0	0	5,000	SL100FM	20	5,000	0	100	0	5,000	5,000	0	0	5,000	0
000216	Chlorination	3,311	0	0	3,311	SL100FM	20	3,311	0	100	0	3,311	3,311	0	0	3,311	0
000217	Chlorination	2,709	0	0	2,709	SL100FM	20	2,709	0	100	0	2,709	2,709	0	0	2,709	0
000218	Chlorination	201	0	0	201	SL100FM	20	201	0	100	0	201	201	0	0	201	0
000219	West Reservoir	14,680	0	0	14,680	SL100FM	20	14,680	0	100	0	14,680	14,680	0	0	14,680	0
000219	East Reservoir	6,383	0	0	6,383	SL100FM	20	6,383	0	100	0	6,383	6,383	0	0	6,383	0
000219	East Reservoir	4,099	0	0	4,099	SL100FM	20	4,099	0	100	0	4,099	4,099	0	0	4,099	0

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Asset ID	Selected Dates Placed in Service / Disposed Date	Beginning	Asset Balances			Degr. Method	Life Yrs	Book Cost	Credit Reduction Amount	Depreciable Basis		Prior Period Depreciation	Depreciable Basis	Current & Accum Depreciation		Ending Accum Depreciation	Net Book Value	
			Additions	Deletions	Ending					Use %	Net S172A & AFTD			Beginning Accum Depreciation	Current Depreciation			Net Sec 179/178A Balances
000220	Chlorination Project 4/30/2015	19,540	0	0	19,540	SL100PM	20.0	19,540	0	100	0	733	19,540	733	977	0	1,710	17,830
000221	Chlorination 5/1/2015	48	0	0	48	SL100PM	20.0	48	0	100	0	2	48	2	2	0	4	44
000222	Chlorination 5/4/2015	6,251	0	0	6,251	SL100PM	20.0	6,251	0	100	0	208	6,251	208	313	0	521	5,730
000230	Water System 2/12/2015	686	0	0	686	SL100PM	20.0	686	0	100	0	31	686	31	33	0	64	603
000231	Water System 2/12/2015	1,679	0	0	1,679	SL100PM	20.0	1,679	0	100	0	77	1,679	77	84	0	161	1,518
000232	Water System 2/12/2015	3,992	0	0	3,992	SL100PM	20.0	3,992	0	100	0	183	3,992	183	200	0	383	3,610
000233	Water System 4/12/2015	19,938	0	0	19,938	SL100PM	20.0	19,938	0	100	0	748	19,938	748	987	0	1,745	18,193
000234	Water System 5/12/2015	22,642	0	0	22,642	SL100PM	20.0	22,642	0	100	0	785	22,642	785	1,432	0	1,887	20,755
000235	Water System 8/12/2015	11,580	0	0	11,580	SL100PM	20.0	11,580	0	100	0	338	11,580	338	579	0	918	10,662
000236	Water System 7/12/2015	500	0	0	500	SL100PM	20.0	500	0	100	0	13	500	13	25	0	38	462
000237	Water System 7/12/2015	1,623	0	0	1,623	SL100PM	20.0	1,623	0	100	0	41	1,623	41	81	0	122	1,501
000238	Water System 7/31/2015	450	0	0	450	SL100PM	20.0	450	0	100	0	11	450	11	23	0	34	416
000239	Water System 8/14/2015	4,243	0	0	4,243	SL100PM	20.0	4,243	0	100	0	88	4,243	88	212	0	301	3,942
000240	Water System 9/30/2015	156	0	0	156	SL100PM	20.0	156	0	100	0	32	156	32	78	0	110	146
000241	Water System 10/28/2015	115	0	0	115	SL100PM	20.0	115	0	100	0	5	115	5	15	0	20	95
000242	Water System 11/4/2015	754	0	0	754	SL100PM	20.0	754	0	100	0	1	754	1	6	0	7	747
000243	Water System 12/7/2015	424	0	0	424	SL100PM	20.0	424	0	100	0	6	424	6	38	0	44	380
000244	Water System 12/31/2015	472	0	0	472	SL100PM	20.0	472	0	100	0	2	472	2	21	0	23	449
000245	comprehensive water plan 11/2/201	53,337	0	0	53,337	SL100PM	6.0	53,337	0	100	0	63,337	0	2	28	0	25	448
88020	Addition to water plan 3/20/201	980	0	0	980	SL100PM	5.10	980	0	100	0	800	0	0	0	0	53,337	0
88021	Addition to water plan 3/31/201	4,726	0	0	4,726	SL100PM	5.10	4,726	0	100	0	4,726	0	0	0	0	980	0
88022	Addition to water plan 4/18/201	55	0	0	55	SL100PM	5.10	55	0	100	0	55	0	0	0	0	4,726	0
88023	Addition to water plan 5/18/201	1,388	0	0	1,388	SL100PM	5.10	1,388	0	100	0	1,388	0	0	0	0	55	0
88024	Addition to water plan 6/22/201	811	0	0	811	SL100PM	5.10	811	0	100	0	811	0	0	0	0	1,388	0
88025	Addition to water plan 7/19/201	20	0	0	20	SL100PM	5.10	20	0	100	0	20	0	0	0	0	811	0
88026	Addition to water plan 10/18/201	55	0	0	55	SL100PM	5.10	55	0	100	0	55	0	0	0	0	20	0
88027	Addition to water plan 11/21/201	55	0	0	55	SL100PM	5.10	55	0	100	0	55	0	0	0	0	55	0

Canterwood Water Company
Comprehensive Depreciation Letter Size [Depreciation]
GAAP
For the Period January 1, 2016 to December 31, 2016

Asset ID	Selected Dates	Placed in Service/Disposal Date	Beginning	Address	Debtors	Ending	Dep.	Lb	Book Cost	Cred. Production Amount	Dep. %	Depreciable Base			Depreciation			Ending Accum. Dep.	Current Dep. AFD	Net Acc. Dep.	Net Book Value	
												Net SIFMA & AFD	Prior Reported Depreciation	Depreciable Base	Depreciation	Depreciable Base	Depreciation					
Class: Water Plan																						
8029		Addition to Water Plan	220		0	220	SL100FM	5.0	220	0	100	0	0	220	220	220	0	0	0	0	220	0
8030		Addition to water plan	275		0	275	SL100FM	4.11	275	0	100	0	0	275	275	275	0	0	0	0	275	0
8031		Addition to water plan	448		0	448	SL100FM	4.9	448	0	100	0	0	448	448	448	0	0	0	0	448	0
8032		Dowl Engineers	1,981		0	1,981	SL100FM	10.0	1,981	0	100	0	0	1,981	1,981	1,981	0	0	0	0	1,981	0
8033		Dowl Engineers	2,032		0	2,032	SL100FM	10.0	2,032	0	100	0	0	2,032	2,032	2,032	0	0	0	0	2,032	0
8034		S&H Water Planning Water System	280		0	280	SL100FM	10.0	280	0	100	0	0	280	280	280	0	0	0	0	280	0
8035		Anchor Environmental	875		0	875	SL100FM	10.0	875	0	100	0	0	875	875	875	0	0	0	0	875	0
8036		S&H Water Planning	144		0	144	SL100FM	10.0	144	0	100	0	0	144	144	144	0	0	0	0	144	0
8037		Dowl Engineers	1,050		0	1,050	SL100FM	10.0	1,050	0	100	0	0	1,050	1,050	1,050	0	0	0	0	1,050	0
8038		Dowl Engineers	1,588		0	1,588	SL100FM	10.0	1,588	0	100	0	0	1,588	1,588	1,588	0	0	0	0	1,588	0
8039		S&H Water Planning	98		0	98	SL100FM	10.0	98	0	100	0	0	98	98	98	0	0	0	0	98	0
8000		Addition to water plan	3,000		0	3,000	SL100FM	10.0	3,000	0	100	0	0	3,000	3,000	3,000	0	0	0	0	3,000	0
Subtotal: Water Plan (89)																						
			301,582		0	301,582		10.0	301,582	0	100	0	0	301,582	301,582	301,582	0	0	0	0	301,582	0
Class: Water Rights																						
10005		Water Rights/Weld (in negotiation)	11,530		0	11,530	None	0.0	11,530	0	100	0	0	0	0	0	0	0	0	0	0	0
10003		Water Rights/Weld	3,657		0	3,657	None	0.0	3,657	0	100	0	0	0	0	0	0	0	0	0	0	0
Subtotal: Water Rights (2)																						
			15,187		0	15,187		0.0	15,187	0	100	0	0	0	0	0	0	0	0	0	0	0
Class: Wells																						
10029		Well Improvements	544		0	544	SL100FM	20.0	544	0	100	0	0	544	544	544	0	0	0	0	544	0
10030		Well Improvements	15,142		0	15,142	SL100FM	20.0	15,142	0	100	0	0	9,464	15,142	9,464	0	0	0	0	10,221	4,921
10031		Well Improvements	788		0	788	SL100FM	20.0	788	0	100	0	0	477	788	477	0	0	0	0	515	259
10032		Well Improvements	495		0	495	SL100FM	20.0	495	0	100	0	0	305	495	305	0	0	0	0	330	165
10033		Well Improvements	4,134		0	4,134	SL100FM	20.0	4,134	0	100	0	0	2,549	4,134	2,549	0	0	0	0	330	165
10034		New Well	15,918		0	15,918	SL100FM	20.0	15,918	0	100	0	0	9,750	15,918	9,750	0	0	0	0	2,789	1,378
10035		New Well	1,540		0	1,540	SL100FM	20.0	1,540	0	100	0	0	924	1,540	924	0	0	0	0	1,001	539
10036		New Well	55		0	55	SL100FM	20.0	55	0	100	0	0	33	55	33	0	0	0	0	36	19
10037		Well Improvements	724		0	724	SL100FM	20.0	724	0	100	0	0	431	724	431	0	0	0	0	468	256
Subtotal: Wells (10)																						
			3,988		0	3,988	SL100FM	20.0	3,988	0	100	0	0	2,348	3,988	2,348	0	0	0	0	2,648	1,422

**Centerwood Water Company
Comprehensive Depreciation Letter Size [Depreciation]
GAAP
For the Period January 1, 2016 to December 31, 2016**

Asset ID	Selected Dates	Asset Balance				Depreciable Basis	Depreciation				Current & Accum. Depreciation						
		Placed in Service	Disposed Date	Beginning	Ending		Net ST/VA & AFVD	Prior Reported Depreciation	Depreciable Assets	Beginning Accum. Depreciation	Current Depreciation	Net Sec. 179/75A	Net Additions/Deletions	Ending Accum. Depreciation	Net Book Value		
000038	Well Improvements 10/31/2004			92	92	SL100FM	20.0	92	0	0	92	52	5	0	0	56	36
000039	Well Improvements 11/30/2004			4,833	4,833	SL100FM	20.0	4,833	0	0	2,698	2,698	212	0	0	2,910	1,893
000040	Well Improvements 12/31/2004			19,707	19,707	SL100FM	20.0	19,707	0	0	10,921	10,921	885	0	0	11,806	7,801
000044	Well Improvements 1/10/2005			188	188	SL100FM	20.0	188	0	0	103	103	9	0	0	113	75
000055	Well Improvements 1/13/2005			40,408	40,408	SL100FM	20.0	40,408	0	0	22,223	22,223	2,020	0	0	24,244	16,162
000056	Well Improvements 1/31/2005			2,200	2,200	SL100FM	20.0	2,200	0	0	1,210	1,210	110	0	0	1,320	800
000057	Well Improvements 2/19/2005			18,100	18,100	SL100FM	20.0	18,100	0	0	9,880	9,880	905	0	0	10,785	6,800
000058	Well Improvements 2/28/2005			3,501	3,501	SL100FM	20.0	3,501	0	0	1,911	1,911	175	0	0	2,086	1,316
000059	Well Improvements 3/31/2005			44,842	44,842	SL100FM	20.0	44,842	0	0	24,290	24,290	2,242	0	0	26,532	17,415
000060	Well Improvements 4/30/2005			8,813	8,813	SL100FM	20.0	8,813	0	0	4,737	4,737	441	0	0	5,178	3,011
000061	Well Improvements 6/30/2005			20,049	20,049	SL100FM	20.0	20,049	0	0	10,983	10,983	1,002	0	0	11,985	7,587
000062	Well Improvements 8/30/2005			4,503	4,503	SL100FM	20.0	4,503	0	0	2,383	2,383	225	0	0	2,608	1,583
000064	Well Improvements 10/31/2005			8,990	8,990	SL100FM	20.0	8,990	0	0	4,845	4,845	449	0	0	5,294	3,089
000090.1	Well Improvements 6/30/2006			8,567	8,567	SL100FM	20.0	8,567	0	0	4,108	4,108	44	0	0	4,152	2,581
000090.2	Well Improvements 6/30/2006			4,288	4,288	SL100FM	20.0	4,288	0	0	2,054	2,054	214	0	0	2,268	1,419
000091	Well Pump 10/31/2006			845	845	SL100FM	20.0	845	0	0	288	288	32	0	0	320	194
000177	Well Improvements 7/1/2012			1,240	1,240	SL100FM	20.0	1,240	0	0	217	217	62	0	0	279	161
000179	Well Improvements 6/31/2013			230	230	SL100FM	25.0	230	0	0	26	26	9	0	0	34	19
000184	Hookups/Manholes 1/31/2013			800	800	SL100FM	20.0	800	0	0	120	120	40	0	0	160	94
000185	Hookups/Manholes 3/31/2013			800	800	SL100FM	20.0	800	0	0	113	113	40	0	0	153	87
000186	Hookups/Manholes 4/30/2013			800	800	SL100FM	20.0	800	0	0	110	110	40	0	0	150	87
000187	Hookups/Manholes 6/30/2013			400	400	SL100FM	20.0	400	0	0	52	52	20	0	0	72	38
000188	Hookups/Manholes 7/31/2013			400	400	SL100FM	20.0	400	0	0	50	50	20	0	0	70	30
000189	Well 7/31/2015			2,284	2,284	SL100FM	20.0	2,284	0	0	125	125	57	0	0	182	105
000199	Well 10/31/2015			10,541	10,541	SL100FM	20.0	10,541	0	0	176	176	57	0	0	233	146
				10,522	10,522	SL100FM	20.0	10,522	0	0	132	132	58	0	0	190	116

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Canterwood Water Company
Comprehensive Depreciation Letter Size [Deprecation]
GAAP
For the Period January 1, 2016 to December 31, 2016

Asset ID	Selected Dates		Asset Balance			Dipr	Life	Book Cost	Depreciable Basis			Prior Reported Depreciation	Depreciable Basis	Beginning Accum Dep	Current & Accum Depreciation		Ending Accum Dep	Net Book Value		
	Placed in Service	Disposed Date	Beginning	Address	Depletion				Ending	Method/Conv	Yr/ft6				Bus. Use %	N4 S7924 & AFD			Prior Reported Depreciation	Current Dep & AFD
Class: Wells																				
000200	Well	12/31/2015	6,315	0	0	5,315	SL100FM	20.0	6,315	0	100	0	22	6,315	22	266	0	0	288	5,027
910000	New Well	9/12/2000	138,792	0	0	138,792	SL100FM	25.0	138,792	0	100	0	85,125	138,792	85,125	5,552	0	0	90,677	48,114
910001	Well Improvements	9/20/2001	1,166	0	0	1,166	SL100FM	25.0	1,166	0	100	0	688	1,166	688	47	0	0	715	451
910002	Well Improvements	10/31/2001	6,401	0	0	6,401	SL100FM	25.0	6,401	0	100	0	3,649	6,401	3,649	256	0	0	3,905	2,496
910003	Well Improvements	11/30/2001	35	0	0	35	SL100FM	25.0	35	0	100	0	20	35	20	1	0	0	21	14
910004	New Well General	9/30/2008	782	0	0	782	SL100FM	10.0	782	0	100	0	574	782	574	78	0	0	652	130
			415,698	0	0	415,698			415,698	0	100	0	220,621	415,698	220,621	19,353	0	0	239,974	175,724
Grand Total:			2,370,949	0	0	2,370,949			2,370,949	0	100	0	1,107,739	2,263,994	1,107,739	71,981	0	0	1,178,598	1,189,352

Note: There may be differences due to rounding.

**CANTERWOOD WATER COMPANY
2017 ADDITIONAL ASSETS AND DEPRECIATION**

Other Assets	2016	Asset Additions*	2017
Water Right - Purdy -Elmore	\$ 150,000.00	\$ -	\$ 150,000.00
WUP - Land & Water Rights	15,196.25	-	15,196.25
WUP - Structures	7,974.60	-	7,974.60
WUP - Wells	413,176.33	-	413,176.33
WUP - Reservoir	19,614.17	5,140.17	24,754.34
WUP - Power Generation Equip	52,482.63	590.27	53,072.90
WUP - Pumping Equipment	273,470.45	1,645.42	275,115.87
WUP - Water Treatment Equip	96,042.40	1,194.66	97,237.06
WUP - Transmission Mains	141,676.69	-	141,676.69
WUP - Services	20,295.48	-	20,295.48
WUP - Meters	146,368.17	9,200.00	155,568.17
WUP - Hydrants	8,696.82	-	8,696.82
WUP - Plant & Misc Equip	1,025,483.44	1,380.74	1,026,864.18
WUP - Office Equip/Furn	978.75	-	978.75
WUP - Comprehensive Plan	195,968.58	-	195,968.58
WUP - Depr - Plant in Service	(1,178,865.02)	(65,609.88)	(1,244,474.90)
CIAC - Taxes	-	(3,290.25)	(3,290.25)
Total Other Assets	\$ 1,388,559.74	\$ (49,748.87)	\$ 1,338,810.87

*Canterwood Water Company has only a 2016 Asset Depreciation Summary available currently. This schedule shows additions to assets for 2017, & accumulated depreciation for total assets for 2017.

Exhibit 3 – Name of New Owner and Financial Statements

New Company/Owner Name (After Sale)—Peninsula Light Company

Income Statement, Balance Sheet and Asset Listing— See attached Income Statement, Balance Sheet and Audited Annual Financial Statement of Peninsula Light Company

Water Department Asset Depreciation Schedule—see attached

Summary of Outstanding Securities-- Not Applicable

PENINSULA LIGHT COMPANY
ASSET LISTING & DEPRECIATION SCHEDULE
For Fiscal Year Ending Dec 31, 2017

	Beginning Balance 1/1/2012			Ending Balance 12/31/2012			Accumulated Depreciation		Dispositions Current Year	Accumulated Depreciation Year End	Net Book Value Year End
		Additions	Deletions			Prior Years	Current Year				
107400.11	Work in Process										
300303.11	Land & Land Rights - Water	32,635.43	30,980.14	1,655.29						1,655.29	
300304.11	Structures - Water*	124,788.73		124,788.73						124,788.73	
300307.11	Wells & Springs	255,977.77	735.05	256,712.83						256,712.83	
300309.11	Supply Mains	394,171.38		394,171.38						394,171.38	
300310.11	Power Gen Equip	54,521.48		54,521.48						54,521.48	
300311.11	Pumping Equipment	75,604.14		75,604.14						75,604.14	
300320.11	Water Treatment Equip	340,858.33	27,487.78	340,858.33	16,799.46					351,546.65	
300330.11	Reservoirs & Standpipes	95,277.24		95,277.24						95,277.24	
300331.11	Trans & Dist Mains	435,186.84		435,186.84						435,186.84	
300333.11	Services - Water	343,344.21		343,344.21						343,344.21	
300334.11	Meters - Water	88,329.73		88,329.73						88,329.73	
300339.11	Other Plant & Misc Equip	144,924.78	1,485.24	146,360.02						146,360.02	
108100.11	Accum Depr - Water (204-339)**	15,670.37		15,670.37						15,670.37	
300343.11	Tools & Shop Equip -Water	8,132.35		8,132.35						8,132.35	
300349.11	Intangible Assets-Driftwood	35,366.44		35,366.44						35,366.44	
		2,412,158.79	62,298.51	47,779.60	2,426,667.70	1,474,308.35	127,988.00	16,799.46	1,586,410.09	840,557.61	

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

CPR Group	CPR Description	End Units	End Amount
304	PUMP HOUSE-FOREST PARK	1	1,630.00
304	PUMP HOUSES-HIGH RIDGE	3	5,000.00
304	PUMP HOUSE-ISLAND VIEW	1	1,000.00
304	PUMP HOUSES-SOUTH FOX ISLAND	2	35,059.37
304	PUMP HOUSE-TREMBLY	1	336.00
304	PUMP HOUSE-MINTER VIEW	-	-
304	PUMP HOUSE-SHAWNEE HILLS	2	3,872.80
304	PUMP HOUSE-KEY CENTER	1	11,747.16
304	PUMP HOUSE-PS CARRIS	1	264.13
304	PUMP HOUSE-LARSEN WATER SYSTEM	1	316.96
304	PUMP HOUSE-WOLF	1	100.00
304	PUMP HOUSE-K&H	1	300.00
304	PUMP HOUSE-DUSTY	1	1,000.00
304	PUMP HOUSE-TREK	1	1,000.00
304	PUMP HOUSE-81ST AVE NW	1	3,540.11
304	PUMP HOUSE-TWIN WELLS	1	1,539.47
304	PUMP HOUSE-MCABE	-	-
304	PUMP HOUSE-BUCKY'S	1	1,502.88
304	PUMP HOUSE-BSA	1	1,666.63
304	PUMP HOUSE-HOMEPORT	1	3,795.29
304	PUMP HOUSE-CAMPBELL	1	1,200.00
304	PUMP HOUSE-CARNEY LAKE	1	1,200.00
304	PUMP HOUSE-CHASE	1	800.00
304	PUMP HOUSE-COZY LANE	1	1,000.00
304	PUMP HOUSE-DREAM LANE	1	1,500.00
304	PUMP HOUSE-EDQUIST	1	500.00
304	PUMP HOUSE-FOREST CREEK	-	-
304	PUMP HOUSE-GROFF	1	1,000.00
304	PUMP HOUSE-JACKSON LAKE	1	1,052.95
304	PUMP HOUSE-KELLEY	1	1,000.00
304	PUMP HOUSE-KEY RIDGE	1	500.00
304	PUMP HOUSE-LACKEY ROAD	1	1,500.00
304	PUMP HOUSE-MOORE OAK	1	500.00
304	PUMP HOUSE-OLD SAW MILL	1	2,500.00
304	PUMP HOUSE-RAZOR#1	1	1,500.00
304	PUMP HOUSE-RAZOR#2	1	1,800.00
304	PUMP HOUSE-RAZOR#3	1	1,500.00
304	PUMP HOUSE-RAZOR#4	1	1,500.00
304	PUMP HOUSE-RAZOR PLACE	1	1,000.00
304	PUMP HOUSE-STRAWBERRY	1	1,800.00
304	PUMP HOUSE-ZIMMERMAN	1	1,500.00

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

304	PUMP HOUSE-ARBOR	1	1,223.60
304	PUMP HOUSE-KRO	1	2,618.51
304	PUMP HOUSE-STAIR	1	2,693.64
304	PUMP HOUSE-GREYSON	1	3,500.00
304	PUMP HOUSE-CHERRY HILL	1	3,500.00
304	PUMP HOUSE MOUNTAIN PARK	1	46,161.27
304	PUMP HOUSE-KNAPP 1	2	7,525.00
304	PUMP HOUSE-KNAPP II	1	4,430.00
304	PUMP HOUSE-GLEN COVE	1	6,667.00
304	PUMP HOUSE-LOST CREEK	1	1,501.10
304	PUMP HOUSE-AMD	1	3,019.50
304	PUMP HOUSE-OVERLY	1	-
304	NEW ROOF-81ST AVE	1	613.05
304	PUMP HOUSE-ANDREWS 1&2	1	3,000.00
304	PUMP HOUSE-SWINNEY	1	857.00
304	LNDSCP/IRR MTR-SOFI	1	5,991.84
304	PUMPHOUSE-MINTERVIEW	1	13,378.04
304	PUMP HOUSE-WHITEMAN COVE	1	15,673.42
304	PUMP HOUSE-PINE ROAD	2	2,906.02
304	PUMP HOUSE-OHLSON BEACH	1	12,477.67
304	K&H-TANK BLDG	1	7,617.36
304	DRIFTWOOD PT-FENCE	1	5,696.42
304	MOORE OAK-UPGRADE ROOF	1	1,744.11
304	CHENAULT-WELLHOUSE	1	3,643.70
304	High Ridge# 3 New Shed	1	1,015.77
304	TREMBLY - METAL ROOF FOR PUMPHOUSE	1	735.06
304 Total	Structures & Improvements	70	256,712.83
307	WELL-FOREST PARK	1	5,440.00
307	WELL-CHENAULT	1	5,000.00
307	WELLS-HIGH RIDGE	5	50,000.00
307	WELL-ISLAND VIEW	2	10,289.44
307	WELLS-SOUTH FOX ISLAND	2	31,383.03
307	WELL-TREMBLY	1	1,512.00
307	WELL-MINTER VIEW	1	2,000.00
307	WELL-SHAWNEE HILLS	1	5,000.00
307	WELL-KEY CENTER	1	15,738.93
307	WELL-PS CARRIS	1	264.13
307	WELL-LARSEN WATER SYSTEM	1	316.96
307	WELL-WOLF	1	107.95
307	WELL-K&H	1	500.00
307	WELL-DRIFTWOOD POINT	1	10,914.70
307	WELL-DUSTY	1	2,000.00
307	WELL-TREK	1	3,000.00
307	WELL-TIPPERARY	1	8,255.17

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

307	WELL-81ST AVE NW		
307	WELL-TWIN WELLS	1	3,903.18
307	WELL-MCCABE	1	3,078.94
307	WELL-BUCKY'S		
307	WELL-BSA	1	3,506.73
307	WELL-HOMEPORT	1	3,888.81
307	WELL-CAMPBELL	1	2,495.43
307	WELL-CARNEY LAKE	1	2,500.00
307	WELL-CHASE	1	2,500.00
307	WELL-COZY LANE	1	3,500.00
307	WELL-DREAM LANE	1	2,500.00
307	WELL-EDQUIST	1	3,000.00
307	WELL-FOREST CREEK	1	3,000.00
307	WELL-GROFF		
307	WELL-JACKSON LAKE	1	3,000.00
307	WELL-KELLEY	1	2,632.37
307	WELL-KEY RIDGE	1	3,000.00
307	WELL-LACKEY ROAD	2	5,483.38
307	WELL-MOORE OAK	1	2,500.00
307	WELL-OLD SAW MILL	1	2,500.00
307	WELL-RAZOR#1	1	3,000.00
307	WELL-RAZOR#2	1	3,000.00
307	WELL-RAZOR#3	1	3,000.00
307	WELL-RAZOR#4	1	2,500.00
307	WELL-RAZOR PLACE	1	2,500.00
307	WELL-STRAWBERRY	1	2,500.00
307	WELL-ZIMMERMAN	1	3,000.00
307	WELL-ARBOR	1	2,500.00
307	WELL-KRO	1	3,568.84
307	WELL-STAIR	1	9,154.49
307	WELL-GREYSON	1	4,622.04
307	WELL-CHERRY HILL	1	8,230.00
307	WELL MOUNTAIN PARK	1	7,730.00
307	WELL-KNAPP 1	1	21,722.45
307	WELL-KNAPP II	1	11,600.00
307	WELL-GLEN COVE	1	6,627.00
307	WELL-LOST CREEK	1	13,361.38
307	WELL-AMD	1	9,877.03
307	WELL-OVERLY	1	9,381.58
307	WELL-ANDREWS 1&2	1	2,015.67
307	WELL-SWINNEY	1	16,707.88
307	WELL-WHITEMANS COVE	1	745.00
307	WELL-PINE ROAD	1	29,929.14
307	WELL-OHLSON BEACH	1	9,686.73
		1	2,500.00

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

307	COLBY CREEK-WELL		
307 Total	Wells & Springs	1	1.00
309	SUPPLY MAIN - 2"	65	394,171.38
309	SUPPLY MAIN-2 1/2"	20,020	40,491.99
309	SUPPLY MAIN - 1 1/4"	6,000	12,529.49
309 Total	Supply Mains	1,000	1,500.00
310	RS1200 ONAN GENERATOR-FP	27,020	54,521.48
310	HOMEPORT TRANSFER SWITCH	1	6,962.20
310	TRANSFER SWITCH-GREYSON	1	1,186.46
310	TRANSFER SWITCH-CHERRY HILL	1	818.92
310	TXFR SWITCH-KNAPP I	1	879.21
310	TXFR SWITCH-KNAPP II	1	8,580.55
310	GENERATOR-SOFI	1	326.40
310	PWR GEN EQUIP-GLEN COVE	1	6,357.92
310	TXFR SWITCH-LOST CREEK	1	16,000.00
310	TXFR SWITCH-AMD	1	150.00
310	TXFR SWITCH-OVERLY	1	150.00
310	TXFR SWITCH-ANDREWS 1&2	1	-
310	GENERATOR-MINTERVIEW	2	100.00
310	TXFR SWITCH-RAZOR PLACE	1	8,142.05
310	TRANSFER SVC-KEY RIDGE	1	634.40
310	GENERATOR-KEY RIDGE	1	1,111.83
310	TXFR SWITCH-WHITEMANS COVE	1	5,896.23
310	GENERATOR 2800 WATT-PINE ROAD	1	1,260.17
310	TXFR SWITCH-OHLSON BEACH	1	-
310	KEY CTR-GENERATOR	2	50.00
310	GLEN COVE-SCADA SWITCH	1	905.15
310	GE MDS Radio for Scada	1	410.93
310 Total	Power Generation Equipment	11	15,681.72
311	PUMPS-FOREST PARK	34	75,604.14
311	PRESSURE TANKS-CHENAULT	-	-
311	PUMPS-HIGH RIDGE	2	666.67
311	PRESSURE TANKS-HIGH RIDGE	-	-
311	PUMP-ISLAND VIEW	5	3,717.95
311	PRESSURE TANKS-ISLAND VIEW	1	1,000.00
311	PUMPS-SOUTH FOX ISLAND	-	-
311	PUMP-TREMBLY	-	-
311	PRESSURE TANK-TREMBLY	1	48.00
311	PUMPS-MINTER VIEW	6	120.00
311	PRESSURE TANK-MINTER VIEW	-	-
311	PRESSURE TANK-SHAWNEE HILLS	1	500.00
311	PUMP-SHAWNEE HILLS	1	1,500.00
311	SMALL PUMPS-KEY CENTER	-	-
11	LARGE PUMPS-KEY CENTER	2	1,646.21
		3	3,120.55

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

311	PRESSURE TANKS-KEY CENTER		
311	PUMP-PS CARRIS	10	2,600.93
311	PUMP-LARSEN WATER SYSTEM	2	7,203.49
311	SUBMERSIBLE PUMP-WOLF	2	1,373.26
311	PRESSURE TANKS-WOLF		
311	PRESSURE TANKS-K&H	3	90.00
311	SUBMERSIBLE PUMP-K&H	3	300.00
311	BOOSTER PUMP-K&H	1	500.00
311	PUMP-DRIFTWOOD POINT		
311	PUMP-DUSTY		
311	PRESSURE TANK-DUSTY	1	7,771.70
311	PUMP-TREK	3	500.00
311	PRESSURE TANKS-TREK	1	600.00
311	SUBMERSIBLE PUMP-TIPPERARY		
311	PUMP-FOREST PARK		
311	PRESSURE TANK - 81ST AVE NW	1	2,287.70
311	PUMP - 81ST AVE NW	1	16,542.58
311	PUMP-TWIN WELLS		
311	BOOSTER PUMP-TWIN WELLS	1	726.18
311	TANKS-TWIN WELLS		
311	PUMP-MCCABE	2	307.89
311	TANK-MCCABE		
311	WELL PUMP-BUCKY'S		
311	TANK-BUCKY'S	1	205.26
311	BOOSTER PUMP-SO FOX ISLAND	4	1,001.92
311	WELL PUMP-BSA		
311	TANK-BSA	1	400.77
311	PUMP-CHENAULT	2	1,088.87
311	PUMP-HOMEPORT	1	222.21
311	TANK-HOMEPORT	1	1,141.65
311	PUMP-CAMPBELL	1	259.94
311	TANK-CAMPBELL	1	103.98
311	PUMP-CARNEY LAKE	1	200.00
311	TANK-CARNEY LAKE	2	200.00
311	PUMP-CHASE	1	400.00
311	TANK-CHASE	3	300.00
311	PUMP-COZY LANE	1	200.00
311	TANK-COZY LANE	3	240.00
311	PUMP-DREAM LANE		
311	TANK-DREAM LANE	4	400.00
311	PUMP-EDQUIST	1	600.00
311	TANK-EDQUIST		
311	PUMP-FOREST CREEK	1	500.00
311	1-1/2 HP PUMP-GROFF	3	300.00
		1	300.00

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

311	5-HP PUMP-GROFF		
311	TANK-GROFF	1	300.00
311	PUMP-JACKSON LAKE	1	100.00
311	TANK-JACKSON LAKE	1	421.18
311	PUMP-KELLEY	4	421.18
311	TANK-KELLEY	1	500.00
311	1-1/2 HP PUMP-KEY RIDGE	4	400.00
311	2 HP PUMP-KEY RIDGE	1	300.00
311	PUMP-LACKEY ROAD	-	-
311	TANK-LACKEY ROAD	1	400.00
311	PUMP-MOORE OAK	1	100.00
311	TANK-MOORE OAK	1	300.00
311	PUMP-OLD SAW MILL	3	300.00
311	TANK-OLD SAW MILL	1	600.00
311	PUMP-RAZOR#1	3	300.00
311	TANK-RAZOR#1	-	-
311	PUMP-RAZOR#2	4	400.00
311	TANK-RAZOR#2	1	500.00
311	PUMP-RAZOR#3	-	-
311	TANK-RAZOR#3	1	400.00
311	PUMP-RAZOR#4	-	-
311	TANK-RAZOR#4	1	500.00
311	PUMP-RAZOR PLACE	-	-
311	TANK-RAZOR PLACE	1	400.00
311	PUMP-STRAWBERRY	-	-
311	TANK-STRAWBERRY	-	-
311	PUMP-ZIMMERMAN	3	300.00
311	TANK-ZIMMERMAN	-	-
311	TANK-KEY RIDGE	2	200.00
311	3-HP PUMP-ARBOR	3	300.00
311	TANK-ARBOR	1	356.88
311	3HP PUMP-KRO	4	407.87
311	TANK-KRO	-	-
311	3HP PUMP-STAIR	4	785.55
311	PRESSURE TANK-CHENAULT	1	1,027.12
311	TANK-GROFF	-	-
311	BOOSTER PUMP FOREST PARK	1	4,539.35
311	WELL PUMP-GREYSON	-	-
311	PRESSURE TANKS-GREYSON	1	2,997.20
311	WELL PUMP-CHERRY HILL	4	962.34
311	PRESSURE TANKS-CHERRY HILL	1	1,899.47
311	PUMP-MINTERVIEW	-	-
311	PUMP-SOFI	2	1,597.82
311	TANK-KEY RIDGE	2	8,281.88
		1	349.12

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

311	WELL PUMP MOUNTAIN PARK	-	-
311	PRESSURE TANKS MOUNTAIN PARK	3	522.33
311	WELL PUMP-KNAPP 1	2	3,298.00
311	PRESSURE TANKS-KNAPP 1	4	2,469.96
311	PUMP-FOREST PARK	-	-
311	PUMP-SOFI	1	9,386.32
311	PUMP-SHAWNEE HILLS	1	1,249.03
311	PUMP-MOUNTAIN PARK	-	-
311	PUMP-KNAPP II	1	3,285.71
311	TANKS-KNAPP II	4	1,341.36
311	PUMP-COZY LANE	1	1,648.92
311	PUMP-HIGH RIDGE	-	-
311	TANKS-RAZOR 4	4	926.61
311	TANK-RAZOR 1	1	289.03
311	SUBS PUMP-SOFI	-	-
311	BOOSTER PUMP-SOFI	-	-
311	BOOSTER PUMP-SOFI	-	-
311	SCADA-SOFI	1	10,430.25
311	BOOSTER PUMP-GLEN COVE	1	2,392.50
311	PRES TANK85-GLEN COVE	6	2,730.00
311	PRES TANK44-GLEN COVE	3	840.00
311	PRES TANK35-GLEN COVE	1	210.00
311	PRES TANK34-GLEN COVE	2	490.00
311	SOUCE METER 1"-GLEN COVE	1	400.00
311	BOOSTER PUMP-LOST CREEK	2	1,618.23
311	PRESSURE TANK-LOST CREEK	2	850.01
311	SOURCE METER 1"-LOST CREEK	1	113.24
311	WELL PUMP-AMD	1	2,425.01
311	PRESSURE TANK-AMD	4	1,267.03
311	SOURCE METER 1"-AMD	1	139.55
311	WELL PUMP-OVERLY	1	-
311	PRESSURE TANK-OVERLY	4	1,399.21
311	SOURCE METER 1"-OVERLY	1	157.72
311	SOURCE METER-81ST	1	117.31
311	SOURCE METER-RAZOR PLACE	1	308.87
311	WELL PUMP-ANDREWS 1&2	1	1,844.42
311	PRES TANKS-ANDREWS 1&2	6	2,430.00
311	SOURCE METER 1"-ANDREWS 1&2	-	-
311	WELL PUMP-SWINNEY	1	-
311	PRESSURE TANK-SWINNEY	1	-
311	PRESSURE TANKS-RAZOR PLACE	3	1,565.45
311	SUB PUMP-RAZOR PLACE	1	1,400.39
311	SOURCE METER-RAZOR 2	1	275.20
311	SOURCE METER-RAZOR 3	1	418.81

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

311	SOURCE METER-RAZOR 4	1	289.70
311	PUMP-HIGH RIDGE	1	833.43
311	SOURCE METER-LARSEN	1	322.39
311	SOURCE METER-WOLF	-	477.92
311	PUMP-WOLF	1	-
311	PRESSURE TANKS-WOLF	3	-
311	SCADA-MOUNTAIN PARK	1	7,403.32
311	TANKS-CHERRY HILL	4	-
311	PUMP-MOUNTAIN PARK	1	12,121.29
311	PUMP-SHAWNEE	2	5,028.96
311	TANKS-LACKEY ROAD	4	2,089.93
311	BOOSTER PUMP-FOREST PARK	-	-
311	WELL PUMP-WHITEMANS COVE	2	10,293.99
311	BOOSTER PUMPS-WHITEMANS COVE	4	2,260.61
311	PRESSURE TANKS-WHITEMANS COVE	5	2,269.71
311	SOURCE METER-WHITEMANS COVE	-	-
311	PRESSURE TANK-TREK	-	-
311	PUMP-ANDREWS	1	1,669.12
311	PUMP-HIGH RIDGE	-	-
311	PRESSURE TANK-HIGH RIDGE	1	1,070.55
311	PUMP-SOFI	-	-
311	SUBMERSIBLE PUMP 5HP-PINE ROAD	2	4,623.22
311	PRESSURE TANK 81 GAL-PINE ROAD	1	231.16
311	WELL PUMP-OHLSON BEACH	1	250.00
311	BOOSTER PUMP-OHLSON BEACH	2	2,378.98
311	STORAGE TANK 2500-OHLSON BEACH	1	1,380.26
311	PRESSURE TANK-OHLSON BEACH	3	1,130.07
311	SOURCE METER-OHLSON BEACH	1	367.49
311	BLADDER TANK-ZIMMERMAN	1	475.04
311	HIGH RIDGE-WELL PUMP	-	-
311	HIGH RIDGE-SUB PUMP	1	642.48
311	K&H-PUMP	1	2,217.64
311	CARRIS-TANK	1	928.06
311	SOFI-METER	-	-
311	SOFI-PUMP	1	6,880.82
311	SHAWNEE HILLS-PUMP	1	762.85
311	DRIFTWOOD PT-SOURCE METER	1	536.73
311	SOFI-SUB PUMP	-	-
311	GLEN COVE-SOURCE METER	1	684.75
311	KEY CENTER-BOOSTER PUMP	1	1,457.37
311	CAMPBELL-BACKWASH METER	1	161.04
311	CAMPBELL-PUMP	-	-
311	SOFI-SAMPLE STATION	1	273.09
311	ZIMMERMAN-PUMP	1	3,228.06

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

311	FOREST PARK-PUMP	3	-
311	WHITEMAN COVE-PUMP	1	858.31
311	COZY LANE-SOURCE METER	1	132.17
311	WHITEMAN COVE-SOURCE METER	1	433.79
311	KEY RIDGE-SOURCE METER	1	147.14
311	FOREST PARK-BOOSTER PUMP	1	5,120.01
311	KRO-PUMP	1	4,328.19
311	GLEN COVE-BOOSTER PUMP	1	3,118.90
311	SOFI-PUMP	-	-
311	STRAWBERRY-PUMP	-	-
311	MINTERVIEW-BOOSTER PUMP	1	2,067.12
311	FOREST PARK-BOOSTER PUMP	-	-
311	MOUNTAIN PARK-PUMP	1	12,249.96
311	SOFI-PUMP	1	3,068.32
311	HIGH RIDGE-WELL PUMP	-	-
311	ZIMMERMAN-PRESSURE TANK	1	1,214.36
311	SOFI-2HP BOOSTER PUMP	1	680.85
311	CHENAULT-PRESSURE TANK	1	3,066.94
311	TWIN WELLS-BOOSTER PUMP	2	1,051.19
311	SOFI-BOOSTER PUMP	1	1,643.70
311	PRESSURE TANKS-81GAL	3	1,124.75
311	PRESSURE TANKS-81GAL	-	-
311	K & H Booster Pump	1	573.91
311	High Ridge Pressure Tank & Valve	1	442.07
311	BSA Pressure Tanks	2	924.56
311	SOFI Source Meter	1	1,550.04
311	High Ridge #2 Well Pump	1	5,149.42
311	Lost Creek Pressure Tank	1	428.39
311	81st Street Well Pump	1	2,753.46
311	Forest Park Booster Pump	1	1,649.09
311	Mountain Park 2HP Pump	1	4,960.79
311	ANDREWS#2 PUMP REPLACEMENT	1	3,899.01
311	Mt Park Pressure Tank & Valve	1	415.83
311	Mt Park Pressure Tank & Valve	1	415.83
311	Mt Park Pressure Tank & Valve	1	415.82
311	High Ridge#3 Pressure Tank & Valve	1	459.25
311	High Ridge #3 Pressure Tank & Valve	1	459.24
311	Press Tank 81G/27DD/150PSI - Overly	1	457.41
311	Press Tank 81G/27DD/150PSI - Razor 2	4	1,399.78
311	Press Tank 81G/27DD/150PSI - Razor4	1	424.15
311	Press Tank 81G/27DD/150PSI - Edquist	1	391.13
311	Press Tank 81G/27DD/150PSI - Moore Oak	2	749.28
311	Press Tank 81G/27DD/150PSI - Razor Place	3	1,107.42
311	Press Tank 81G/27DD/150PSI - Razor 3	4	1,564.60

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

311	Press Tank 81G/27DD/150PSI - Dream Lane	3	1,106.56
311	Press Tank 81G/27DD/150PSI - Glen Cove	4	1,709.80
311	Press Tank 81G/27DD/150PSI - Groff	2	815.87
311	Press Tank 81G/27DD/150PSI - Chenault	1	441.02
311	Chlorine Pump (Spare) - Forest Park	1	508.69
311	1.5HP Non Sub Pump - Strawberry	1	937.73
311	Press Tank PC244 - High Ridge	1	515.24
311	10HP Sub Pump 10 HP Motor - SOFI	1	10,050.40
311	Press Tank PC244- Trek	3	1,173.89
311	30HP Sub Motor 230v (Spare) - Mtn Park	1	4,358.25
311	100GPM Sub Pump/Motor 10HP (Spare)	1	8,126.39
311	150GPM Sub Pump (Spare) - SOFI	1	3,046.22
311	HIGH RIDGE #5 - 135GS PUMP/3HP MOTOR	1	6,430.07
311	Forest Park Well Pump 45GPM/5HP FE 1PH Mo	1	13,946.15
311	Pressure Tank PC244 - PS Carris	4	1,857.14
311 Total	Pumping Equipment	352	351,546.65
320	WATER TREATMENT EQUIP-SHAWNEE	1	500.00
320	STORAGE TANK-FOREST CREEK	-	-
320	FEED PUMP-LACKEY ROAD	1	300.00
320	SOFTNER EQUIP-ZIMMERMAN	1	800.00
320	CHLOR-KELLY	1	1,073.80
320	CHLOR-KEY CENTER	-	-
320	TREATMENT EQUIP-KNAPP 1	1	4,189.83
320	STORAGE TANK-KNAPP-1	1	1,906.91
320	HYPOCHLOR-GLEN COVE	1	399.00
320	SAND FILTER-MINTER VIEW	1	3,612.31
320	CHLORINATOR-GLEN COVE	1	1,528.96
320	WATER TREATMENT-WHITEMANS COVE	1	3,780.52
320	SAND FILTER-CHERRY HILL	1	716.77
320	FOREST PARK-TREATMENT SYSTEM	1	37,057.30
320	K&H-WATER TREATMENT	1	3,836.56
320	CAMPBELL-TREATMENT	-	-
320	GLEN COVE-CHLORINATOR	1	4,684.93
320	KEY CENTER-CHLORINATOR	-	-
320	KEY CENTER-CHLORINATOR	1	884.56
320	CAMPBELL-WATER TREATMENT	1	7,725.91
320	WHITEMAN COVE-CHLORINE MONITOR	1	4,120.39
320	Zimmerman Water Treatment	1	11,364.52
320	SOFI Electrical Contactor	1	1,143.20
320	Key Center Chlorine Monitor	1	3,607.06
320	Salt Treatment Valve- Homeport	1	2,044.71
320 Total	Water Treatment Equipment	21	95,277.24
330	STORAGE TANK-FOREST PARK	1	1,130.00
330	STORAGE TANKS-SOUTH FOX ISLAND	2	58,363.60

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

330	STORAGE TANK-SHAWNEE HILLS	1	5,000.00
330	STORAGE TANK-KEY CENTER	1	31,201.56
330	STORAGE TANK-MINTER VIEW	1	6,317.34
330	STORAGE TANK-DRIFTWOOD POINT	-	110,207.33
330	STORAGE TANK-TIPPERARY	-	3,327.91
330	STORAGE TANK-CAMPBELL	1	1,500.00
330	STORAGE TANK-GROFF	1	1,500.00
330	STORAGE TANK-STRAWBERRY	1	1,500.00
330	STORAGE TANKS MOUNTAIN PARK	2	15,670.37
330	TANK-SOFI	1	74,128.05
330	FENCING-GLEN COVE	240	1,599.00
330	STORAGE TANK100-GLEN COVE	1	77,500.00
330	STORAGETANK1500-LOST CREEK	1	547.05
330	STORAGE TANK 34000-WHITEMANS COVE	1	44,375.46
330	K&H-TANK 1550 GAL	1	1,319.17
330 Total	Distribution Reservoirs & Standpipes	256	435,186.84
331	TRANS & DIST MAINS - 1"	800	455.00
331	TRANS & DIST MAINS - 2"	30,885	97,137.82
331	TRANS & DIST MAINS - 3"	3,412	16,624.96
331	TRANS & DIST MAINS - 4"	22,017	66,416.97
331	TRANS & DIST MAINS - 6"	11,633	18,433.22
331	TRANS & DIST MAINS - 8"	27,720	77,808.51
331	TRANS & DIST MAINS - 10"	1,053	17,239.77
331	VALVE - 2"	4	707.75
331	VALVE - 4"	2	3,606.56
331	VALVE - 6"	1	292.58
331	VALVE - 8"	3	1,181.83
331	SOURCE METER-1"	7	2,037.72
331	SOURCE METER 2"	1	420.28
331	HYDRANTS	19	38,606.53
331	2" BLOW OFFS-WHITEMANS COVE	3	1,864.41
331	BLOW OFF-SOFI	-	-
331	SOFI 119 Gal Pressure Tank	1	510.30
331 Total	Transmission & Distribution Mains	97,561	343,344.21
333	SERVICES - 5/8 X 3/4	653	82,884.29
333	SERVICES - 1"	16	5,445.44
333 Total	Services	669	88,329.73
334	METERS - 5/8 X 3/4	1,033	137,501.43
334	METERS - 1"	22	4,389.56
334	METER-PORTABLE-3INCH	1	721.92
334	METER - 2"	4	2,284.38
334	KEY CTR-HYDRANT MTR	1	1,462.73
334 Total	Meters & Meter Installations	1,061	146,360.02
335	FIRE PUMP STATION MOUNTAIN PK	-	-

PENINSULA LIGHT COMPANY
ASSET DETAIL (300304-300339, 300349)

335 Total	Hydrants	-	-
339	FIRE PUMP STATION MOUNTAIN PK	1	15,670.37
339 Total	Other Plant & Miscellaneous Equipment	1	15,670.37
349	VALUATION VARIANCE-DRIFTWOOD	-	-
349	VALUATION VARIANCE-STAIR	1	4,283.04
349	DRIFTWOOD PT-WATER SYSTEM PLAN	-	25,767.72
349	Glen Cove Water System Plan	1	5,315.68
349 Total	Intangible Assets	2	35,366.44
Grand Total		127,112	2,292,091.33

Exhibit 4 – Tariff Schedule – NOT APPLICABLE

Canterwood's existing service policies and tariffs will not change during the period the Commission considering the proposed transfer.

As a locally regulated consumer owned utility, Peninsula is governed by a democratically elected Board of Directors elected by the member/owners of the company. Any future change will be subject to approval by Peninsula's Board as provided in the Peninsula Bylaws. Rates are established based by the Board based on traditional cost of service principles. Peninsula is required by law (RCW 24.06.035) to operate on a non-profit basis. Peninsula has no current plan to revise the rates.

Exhibit 5 -- Customer Notice of Sale and Transfer of Water System

Canterwood Company, Inc.
5727 Baker Way NW #101
Gig Harbor, WA 98332
253-857-5950

August __, 2018

IMPORTANT NOTICE

Canterwood Water Company, Inc. ("Canterwood") has requested permission from the Washington Utilities and Transportation Commission (Commission) to the transfer of ownership and operation of the Canterwood water system to Peninsula Light Company ("Peninsula"). This transfer is contingent upon approval by the Commission. The Effective Date of this transfer, if approved, would be the date the transfer is approved by the WUTC.

As you likely already know, Peninsula is a cooperative electric distribution utility that has provided electric service in its Gig Harbor and West Pierce County service area since 1925. Peninsula's electric service area includes all of the Canterwood Development. Since 1996 Peninsula has also owned or managed water systems providing water distribution service in the same service area. Peninsula owns 64 water systems in the West Pierce County and Gig Harbor area serving about 982 customers. Peninsula also currently manages 55 other water systems (including Canterwood) with about 2,030 customers.

Peninsula has managed and operated the Canterwood Water System for approximately 22 years and is intimately familiar with the System. If this transaction is approved, Peninsula will become the owner of all of the Canterwood water system assets. As Peninsula is also your electric service provider, you are likely already members of Peninsula and, as members, you elect the Board of Directors of Peninsula.

Peninsula's contact information is:

Peninsula Light Company
13315 Goodnough Dr NW
Gig Harbor, WA 98332
253-857-5950

Canterwood's existing water service policies and tariffs will not change during the period the Commission considering the proposed transfer. Any future changes will be the responsibility of Peninsula. Peninsula will notify you before any future tariff or service policy changes.

If you have any questions about how this sale may affect you, please call Peninsula at 253-857-5950 and ask to speak with Kevin McAlister, or you may email Canterwood directed to Russell Tanner at russell@canterwood.com.

The Commission staff will make a recommendation to the commissioners at an open meeting in Olympia, which is scheduled for _____, 2018. You will have an opportunity to comment in person at this meeting. The Commission is committed to providing reasonable accommodations to participants with

disabilities. If you need reasonable accommodation, please contact the commission at (360) 664-1132 or humanresources@utc.wa.gov.

If you are unable to attend the open meeting, the commission has a bridge line which enables you to participate or listen by telephone. Call 360-664-1234 for instructions the day before the open meeting. You can also comment by using the "Public Comment" feature at the commission's Web site at utc.wa.gov or by using the contact information below.

*Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive SW
P.O. Box 47250, Olympia, WA 98504-7250
E-mail: comments@utc.wa.gov
Telephone: 1-888-333-WUTC (9882)*