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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:

Company Seventy Nine

Work Phone: 509-736-1133

Cell Phone: 509-554-1325

Mailing

Physical address (if different):

Address: 1232 Columbia Park Trail

same

Street/PO Box:

Street:

City, State Richland, WA 99352

City, State, Zip

Zip

Unified Business Identifier (UBI): 600-590-787

DOH ID Number 060917

Email: allproinc5@yahoo.com

Regulated since:

No. of Customers Served: 85

No. of Systems:

1

CO-APPLICANT'S INFORMATION

NEW COMPANY/OWNER NAME: Red Mountain Water Association, LLC.

Work Phone: 509-492-4050

Cell Phone: 509-460-1202

Mailing Address: P.O. Box 4766

Physical address: (if different):

Street/PO Box: _____

City, State Pasco, WA

Zip: 99302

Unified Business Identifier (UBI):

605-006-059

Email:

PJ Christensen100@gmail.com

No. of Customers Served:

N/A

Street: 301 7th Ave.

City, State, Zip: Benton City, WA 99320

DOH ID Number: N/A

Regulated since: N/A

No. of Systems: N/A

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) | <input checked="" type="checkbox"/> |
| | Income Statement | <input checked="" type="checkbox"/> |
| | Balance Sheet | <input checked="" type="checkbox"/> |
| | Asset Listing (Account 101) | <input checked="" type="checkbox"/> |
| | Depreciation Schedule | <input checked="" type="checkbox"/> |
| | Summary of Outstanding Securities | <input type="checkbox"/> |
| Exhibit 3 | New Company/Owner Name (After Sale) | <input type="checkbox"/> |
| | Income Statement | <input type="checkbox"/> |
| | Balance Sheet | <input type="checkbox"/> |
| | Asset Listing (Account 101) | <input type="checkbox"/> |
| | Depreciation Schedule | <input type="checkbox"/> |
| | Summary of Outstanding Securities | <input type="checkbox"/> |
| Exhibit 4 | Adoption of Tariff Notice by New Company/Owner Name | <input checked="" type="checkbox"/> |
| Exhibit 5 | Customer Notice of Sale and Transfer of Water System(s) | <input checked="" type="checkbox"/> |

METHOD OF FINANCE

The purchase price for assets under this agreement is \$ 90,000.00, payable by Cash From Bank Loan (annual payments until paid).

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,
- ✦ _____
- ✦ _____
- ✦ _____

The previous owners of Red Mountain Water 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.

The proposed tariff adoption bears an effective date of Oct. 1, 2023. This date is to coincide with company's billing periods and allows a mutually agreed closing date. For accounting purposes, the bookkeeping records should be considered transferred and effective on that date.

The current staff of N/A has been temporarily retained to continue operations and maintenance of the water system under the leadership of N/A.

As a result of the sale and transfer of assets, the water rates and service charges will not change. (New Company) Red Mountain Water Association, LLC will adopt the new tariff of Previous Water Company without change to any rates or charges contained therein as occasioned by this transfer.

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 ~~1st day of June 2018.~~ 8th day of August 2023.

Previous Company/Owner Name
Company Seventy-Nine
Brett Nelson
~~President~~ Partner

Aug. 8, 2023
Date

New Company/Owner Name
Red Mountain Water Association, LLC
Paul Christenson
President

8/8/2023
Date

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("APA") is effective as of July 12, 2023, 2023 ("Effective Date"), notwithstanding the dates of execution by and between COMPANY SEVENTY NINE, a Washington general partnership ("Seller"), agrees to sell to Buyer RED MOUNTAIN WATER ASSOCIATION, LLC, a Washington limited liability company, its successors and assigns, OR ASSIGNS ("Buyer").

RECITALS

A. Seller operates a domestic water delivery system from 'Property' **located at 19206 Ruppert Rd., Benton City, Benton County, Washington 99320 ("Seller's Business")**.

B. The Property referenced above in Recital A is the subject of that certain "Real Estate Purchase and Sale Agreement", incorporated therein and hereby reciprocally incorporated herein by this reference ("Agreement"), the concurrent Closing of which shall be a condition to the effectiveness of this APA.

C. The assets of Seller's Business are comprised of certain Tangible Assets all as listed on the attached Exhibit A, incorporated herein by this reference, along with all associated "Intangible Assets" consisting of Goodwill, trade secrets as defined under RCW 19.108, going concern value and applicable intellectual property rights that are associated with Seller's Business (collectively, Tangible Assets and Intangible Assets are "Seller's Assets").

D. **Seller's Business is reliant upon Washington State Department of Ecology Water Permits and Certificates, the legal transfer for which shall be done by Buyer and Seller outside of this APA and do not comprise any of Seller's Assets.**

E. Buyer understands that the effectiveness of this APA is conditioned upon the concurrent purchase, sale and Closing of the Agreement and the recorded conveyance of the Property from Seller to Buyer.

F. Buyer, an experienced business and water purveyor operator, desires to purchase and assume Seller's Assets.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and subject to the conditions hereinafter set forth, with the Preamble and Recitals hereby incorporated herein by this reference, Seller and Buyer hereby agree as follows:

I. PURCHASE AND SALE OF ASSETS

1.1 *Sale of Assets/Assignment of Contracts/Encumbrances.* On the Closing Date, Seller shall sell, convey assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest in and to Seller's Assets. All of Seller's Assets shall be free from any and all liens and encumbrances or shall be made unencumbered at or before Closing.

1.2 *Purchase Price and Method of Payment.*

(a) *Purchase Price.* At Closing, Buyer shall pay to Seller as full consideration for the Seller's Assets as allocated below in Section 1.2(b), **the amount of Eighty-Five Thousand Dollars (\$85,000.00) ("Purchase Price")** paid as set forth in Section 1.2(b).

(b) *Method of Payment.* The Purchase Price shall be paid as follows:

- (i) **Earnest Money: Five Thousand Dollars (\$5,000.00)** due on the execution date of this APA paid to TitleOne Company of Kennewick, WA; and,
- (ii) **Balance of Purchase Price. Eighty Thousand Dollars (\$80,000.00)** due by Buyer on the concurrent Closing of this APA and the Agreement.

(c) *Allocation of Purchase Price.* The Purchase Price shall be allocated as set forth below, being carefully and knowingly agreed upon by Buyer and Seller:

INTANGIBLE ASSETS: Allocated as follows:

Goodwill \$ 2,500.00

Customer List \$ 2,500.00

TOTAL INTANGIBLE ASSETS: \$ 5,000.00

TANGIBLE ASSETS*: Allocated as follows:

Equipment \$ 79,500.00

Supplies \$ 300.00

Inventory \$ 200.00

TOTAL TANGIBLE ASSETS \$ 80,000.00

TOTAL SELLER'S ASSETS AND PURCHASE PRICE: \$85,000.00

(d) *Tax Reporting of Allocations.* Buyer and Seller shall report the sale and purchase of Seller's Assets for all federal, state, local and foreign tax purposes in a manner consistent with the allocations as set forth in Section 1.2 (c). In addition to the Balance of Purchase Price due at Closing, Buyer shall pay any and all Washington State Sales/Use Tax at Closing for Seller to submit to the Washington State Department of Revenue, and Buyer hereby directs TitleOne Company of Kennewick, WA to pay the amount of Washington State Sales/Use Tax to Seller.

1.3 *Delivery of Assets/Payment of All Encumbrances/Tangible Assets.* Buyer shall take delivery of all Seller's Assets at Closing. Seller's Assets do not include Seller's Accounts Receivable (including any benefits from governmental loans and grants), Seller's Accounts Payable (including without limitation, any and all payback requirements of governmental and private loans and grants, encumbrances on Seller's Assets, employee wages, independent contractor compensation or commissions, benefits prior to Closing and any and all Seller obligations that accrued prior to Closing), Seller's cash in banks or any other Seller's tangible or intangible assets not specifically listed herein or attached hereto on Exhibit A.

1.4 *Assignment/Excluded Assets.* **Effective at Closing, Seller hereby assigns, sells and sets over all 'Water Customers' of Seller along with their corresponding customer deposits where Buyer shall perform any such water distribution sales in accordance with the terms of sale. Only to the extent Seller has the legal right, Seller hereby assigns, licenses and sets over any and all of Seller's "Intellectual Property" (trademarked and non-trademarked name and registered or colloquial trade name, specifically confined to 'Red Mountain Water Association'), Seller's website and platform, and all email addresses associated with Seller's internet domain and other email addresses, including without limitation, any and all social media passwords and access codes and Seller's phone number(s), AS IS, WHERE IS, WITH ALL FAULTS. Seller makes no warranty as to Seller's Intellectual Property/Trade Name, registered or not, and Buyer agrees to summarily abandon any such Intellectual Property transferred to Buyer if challenged, without Seller being required to reimburse or compensate Buyer for any loss Buyer alleges.**

1.5 *Accounts Payable/Accounts Receivable After Closing.* Buyer and Seller understand that there may be work in progress, accounts receivable, delayed payments and potentially other matters that arise after Closing. In the event Buyer receives any payments that should be credited to Seller, Buyer shall remit any such amounts to Seller not later than 30 days after Buyer's receipt thereof. In the event that Seller receives any payments that occur after Closing that should be credited to Buyer, Seller shall remit any such amounts to Buyer not later than 30 days after Seller's receipt thereof. Seller shall submit to Buyer Seller's Accounts Receivable at Closing.

1.6 *Employees and Independent Contractors.* Seller warrants to deliver Seller's Assets free of any corporate, employee and independent contractor claims, wages, commissions, dividends, reimbursements, benefits, taxes and assessments and any and all other corporate, employee and independent contractor obligations for all times prior to Closing, and Seller agrees to defend, indemnify and hold Buyer forever harmless therefrom. Seller understands that Buyer has no obligation to engage any employee or independent contractor that was engaged by Seller and Seller shall not represent any such potential opportunity to any of Seller's employees/independent contractors.

1.7 *Disclaimer of Warranties.* BUYER HEREBY ASSUMES AND TAKES

SELLER'S ASSETS IN "AS IS, WHERE IS CONDITION, WITH ALL FAULTS". SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BUYER UNDERSTANDS THAT ANY CAUSE OF ACTION FOR BREACH OF WARRANTY, INJURY OR DAMAGE RESULTING FROM OR ARISING OUT OF ANY SELLER'S ASSETS SHALL BE BROUGHT AGAINST THE MANUFACTURER/INSTALLER AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL CAUSES OF ACTION AGAINST SELLER. To the extent assignable, Seller hereby assigns any and all warranties to Buyer as of Closing (if any).

II. CLOSING

2.1 *Closing.* The Closing of the purchase and sale contemplated by this APA ("Closing") shall be deemed to take place concurrently with the Closing of the Agreement, as stated therein not later than _____, 2023 ("Closing Date") at TitleOne Company; provided, however, that all conditions to the Closing herein set forth shall have been satisfied.

2.2 *Costs and Expenses.* Except as otherwise provided hereunder, Buyer and Seller shall separately bear their respective costs and expenses incurred by it in connection with this APA and the transactions contemplated hereby.

2.3 *Performance Seller at Closing.* At Closing:

- A. Seller shall deliver to Buyer the attached "Assignment and Assumption of Intangible Assets" in the form of Exhibit 2.4A, incorporated herein by this reference, in accordance with its terms, conveying, transferring and setting over all Seller's Intangible Assets; and,
- B. Seller shall deliver to Buyer the attached 'Bill of Sale' in the form of Exhibit 2.4B, incorporated herein by this reference, in accordance with its terms, conveying, transferring and setting over all Seller's Tangible Assets.

2.4 *Performance by Buyer at Closing.* At Closing, Buyer shall deliver to Seller the Down Payment and shall execute this APA and any and all exhibits or references to ancillary documents. Buyer shall also pay Seller any and all Washington State Sales/Use Tax at Closing, which Seller shall summarily submit to the Washington State Department of Revenue.

2.5 *Approval of Documents.* Unless otherwise provided herein, all instruments and documents delivered pursuant to this APA shall be dated as of the Closing Date and shall be satisfactory to Buyer and Seller and to their respective counsel, if any, as to form and content.

2.6 *Failure to Close.* If this APA fails to Close due to the fault of Buyer to timely perform without legal excuse, Buyer's Earnest Money shall be forfeited to Seller as liquidated damages and Seller's sole source or recourse. If Seller fails to Close due to the

fault of Seller, Seller shall refund Buyer's Earnest Money as Buyer's sole remedy for Seller's failure to Close, without any further right to specifically enforce.

III. INDEMNIFICATION: RISK OF LOSS

3.1 *Assets to Be Conveyed Free of Liabilities or Encumbrances.* Buyer assumes no liabilities or obligations of Seller of any kind whatsoever, whether fixed or contingent and whether known or unknown, in connection with the Seller's Assets that occur prior to the Closing. Seller assumes no liabilities or obligations of Seller of any kind whatsoever, whether fixed or contingent and whether known or unknown, in connection with the Seller's Assets that occur after the Closing.

3.2 *Indemnification of Buyer.* Seller agrees to defend, indemnify and hold Buyer, Buyer's successors and assigns, harmless from and against any and all claims, liabilities, and obligations of every kind and description, contingent or otherwise, arising out of or related exclusively to Seller's Assets prior to the Closing.

3.3 *Indemnification of Seller.* Buyer hereby agrees to defend, indemnify and hold Seller and Seller's successors and assigns harmless from and against any and all claims, liabilities and obligations of every kind and description, contingent or otherwise, arising from or related to the ownership of Buyer's business and Seller's Assets by Buyer after Closing.

IV. DISPUTE RESOLUTION

All claims and disputes relating to or arising out of this APA that are less than the monetary jurisdictional limit shall be filed in the Small Claims Division of the Benton County, Washington, District Court, with waiver of the provisions of RCW 12.40.080, meaning that the parties may be represented by legal counsel. The Parties hereby knowingly and voluntarily waive any right to appeal on any Small Claims judgment, including, without limitation, alleged procedural errors. All claims and disputes related to or arising out of this APA in excess of the jurisdictional limit or involve equitable remedies, shall be subjected to binding and non-appealable arbitration as the sole and exclusive remedy. If the parties cannot agree on an arbitrator, the Presiding Judge of the Benton County, Washington Superior Court shall appoint an arbitrator versed in the subject matter of the claim or dispute, which arbitrator need not be a lawyer unless legal interpretation of this APA is required. If the arbitrator is a lawyer, the arbitrator may engage the services of any expert to ascertain specialized factual determinations. Substantive discovery shall be allowed in the sole discretion of the arbitrator. The arbitration shall commence not later than ninety (90) days after an arbitration demand. The arbitrator may award damages and injunctive relief and may register a judgment in the court of competent jurisdiction in Benton County, Washington including judgment by default. In any suit, arbitration, proceeding or action to enforce any term, condition or covenant of this APA or to procure an adjudication or determination of the rights of the parties hereto, the most prevailing party shall be entitled to recover from the other party reasonable sums as attorney fees and costs. Buyer and Seller hereby knowingly and voluntarily waive any right to a jury trial (if any).

V. MISCELLANEOUS

Time is specifically declared to be of the essence. Seller and Buyer agree to cooperate fully in all matters related to or arising out of this APA. This APA has been drafted by Albert Coke Roth, III, Esq and represents Seller. This APA has been submitted to the scrutiny of Buyer, and Buyer's legal counsel and shall be given a fair and reasonable interpretation, without consideration or weight being given to one of the parties. Buyer stipulates that Buyer has had time and has financial resources to engage legal counsel. If Buyer has not submitted this APA to the scrutiny of Buyer's legal counsel, Buyer stipulates, despite having ample opportunity and resources to do so, Buyer shall be deemed to have waived the same, and elected to proceed without the benefit of legal review. Waiver by any party of a breach of any covenant, agreement or undertaking contained herein shall be made only by written waiver, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach of the same covenant, agreement or undertaking. Except as otherwise specifically provided herein, the exercise of any remedy provided by law or otherwise and the provisions of this APA for any remedy, shall not exclude any other remedy. Seller and Buyer execute this APA solely as a seller and buyer. No partnership, joint venture or joint undertaking shall be construed from these presents, and no third party may rely upon any provision of this APA for its direct benefit except as provided herein. This APA is deemed entered into in the State of Washington and shall be governed under the laws of the State of Washington. The parties hereto understand and agree that they each have a duty to act in good faith on each and every term and condition of this APA. Every duty and every act which must be performed under this APA imposes an obligation of good faith in its performance or enforcement unless discretion is otherwise allocated to one of the parties hereto. The parties agree that this APA is the entire agreement between the parties, that all preceding and contemporaneous oral and written statements, representations and warranties, whether consistent or inconsistent herewith, are agreed to be of no force and effect unless expressly stated herein. In that regard, Seller and Buyer stipulate that each and every provision of this APA has been fairly bargained for, that the execution of this APA memorializes the intent of Seller and Buyer after thoughtful consideration of all risks and knowingly and voluntarily assumed such risks. This APA shall only be supplemented or modified in a signed writing by Seller and Buyer. Seller and Buyer warrant that no broker, agent, consultant, real estate agency or similar person or entity has assisted in procuring this APA. All Exhibits, attachments and schedules are hereby incorporated herein by this reference as if fully set forth herein. The parties agree that printed versions of their signatures and notary acknowledgments that are electronically communicated to each other shall, when accumulated, operate as originals. This APA may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this APA effective the day and year first above written.

BUYER:

Paul Christensen
PAUL CHRISTENSEN, Member/Manager

Andy Christensen
ANDY CHRISTENSEN, Member/Manager

SELLER:

Brett Nelson
_____, Managing Partner

STATE OF WASHINGTON)
County of Benton : ss)

On this 26 day of July, 2023, before me personally appeared PAUL CHRISTENSEN, MANAGER of RED MOUNTAIN WATER ASSOCIATION, LLC, a Washington limited liability company, to me known to be the individual described in and who executed the within and foregoing instrument as its Manager on behalf of said limited liability company, and acknowledged to me that he signed the same as the authorized agent and by his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.



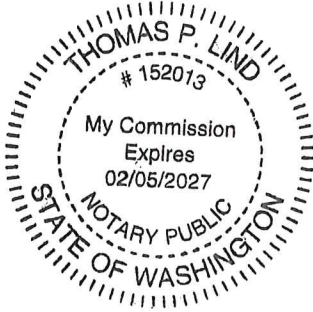
Thomas P Lind
Print Name: Thomas P Lind
Notary Public for the State of Washington
Residing at: Benton County
My Commission Expires: 2/5/2027

STATE OF WASHINGTON)
County of BENTON : ss)

On this 26 day of JULY, 2023, before me personally appeared ANDY CHRISTENSEN, MANAGER, RED MOUNTAIN WATER ASSOCIATION, LLC, a

Washington limited liability company, to me known to be the individual described in and who executed the within and foregoing instrument as its Manager on behalf of said limited liability company, and acknowledged to me that he signed the same as the authorized agent and by his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

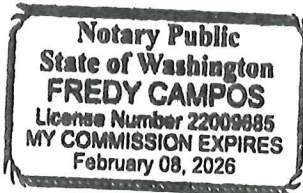


Thomas P Lind
Print Name: Thomas P Lind
Notary Public for the State of Washington
Residing at: Benton County
My Commission Expires: 2/5/2027

STATE OF WASHINGTON)
: ss
County of Benton)

On this day personally appeared before me Brett Nelson, to me known to be the Managing Partner described in and who executed the foregoing instrument and who acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of JULY, 2023.



Fredy Campos
Print Name: Fredy Campos
Notary Public for the State of Washington
Residing at: Benton County
My Commission Expires: 02/08/2026

Exhibit A

Red Mountain Water Asset List

1) Water Rights

- G4-23747C Certificate Date: June 2, 1983
Priority Date: June 24, 1974
Maximum gallons per minute = 25
Maximum acre-feet per year = 8
Previous Location: Lot 2 of Short Plat No 1678 (see new description)
Current Location: Lot 3 of Short Plat 2267
Known as Red Mountain Water Well #3
(Also referred to as the Saunders Well)
Well Info: Depth 330 feet, casing 8 5/8", dated: May 31, 1979
- G4-24767C Certificate Date: January 13, 1988
Priority Date: February 22, 1977
Maximum gallons per minute: 200
Maximum acre-feet per year = 114
Point of Withdrawal: 110' E 70' S of NW corner, Sec 33
Known as Red Mountain Water Well #1
Well Info: 372' Deep, 10" & 6" casing, Dated: March 30, 1980
- G4-29944 Application made February 1989
Application rejected with application for G4-30468
- G4-30468 No Certificate, still in permit stage
Priority Date: October 29, 1990
Requested: 700 gpm, 83 homes, 110 irrigation acres
Associated with Three Wells:
Well #1 Same as G4-24767C
Well #2 References G4-29944
Well #3 References G4-23747P
Place of Use: Red Mountain Acreages, Mountain View Plat,
Short Plat #1678

2) Wells

There are five wells listed on the DOH Water Facilities Inventory.
They are listed as Sources 1-5, and Source 6 is a Well field.

Well #1	No well tag:	Effective: Jan 1, 1970
(SO1)	Status:	Active
	Usage:	Emergency
	Capacity:	40-60 gpm

	Treated:	No
	Metered:	Yes
	Depth:	315 feet
	Description:	Small backup well, pumps air
Well #2 (SO3)	No well tag:	Effective Nov 20, 1991
	Status:	Active
	Usage:	Emergency
	Capacity:	220 gpm
	Treated:	No
	Metered:	Yes
	Depth:	530 feet
	Info:	In white pump house, emergency backup
Well #3 (SO2)	No well tag	Effective: Jan 1, 1970
	Status:	Inactive: Dec 21, 1993
	Usage:	Emergency
	Capacity:	300 gpm
	Treated:	No
	Metered:	Undefined
	Depth:	350 feet
	Info:	Well is capped off and has unknown location to existing owner.
Well #4 (SO4)	No well tag	Effective: Nov 20, 1991
	Status:	Active
	Usage:	Permanent
	Capacity:	230 gpm
	Treated:	No
	Metered:	Yes – shared with SO5
	Depth:	330 feet
	Info:	In red pump house, makes noise, not currently in use.
Well #5 (SO5)	AFL932	Effective: Jan 1, 2011
	Status:	Active
	Usage:	Permanent
	Capacity:	230 gpm
	Treated:	No
	Metered:	Yes – shared with SO4
	Depth:	560 feet? Pump at 440 feet
	Info:	Outside red pumphouse, primary source.

SO6	Well field of SO4 & SO5
	At red pump house Effective: Aug 13, 2013
	Status: Active
	Usage: Permanent
	Capacity: 230 gpm
	Treated: No
	Metered: Yes – Combined
	Depth: 330 & 440 feet

3) Reservoir 52,000 gallon steel reservoir located on land owned by Company 79
Easement for tank access road and tank to be provided as part of this sale

4) Distribution System All lengths are estimated only

Reservoir Transmission Line	1150 ft
Main – 10" AC	100
8" AC	1030
 Foxhill Road	
Main - 8" AC	1400
Fire Hydrant	1
 Tara Road	
West Main – 6" AC	415
East Main – 6" AC	1178
 Ruppert Road	
West Main – 8" AC	1408
East Main – 8" AC	4905
Fire Hydrant	7
 Deerfield Lane	
Main – 6" AC	409
 Zicker Road	
Main – 8" AC	1006
Fire Hydrant	1
 Baumgartner Road	
West Main – 3" AC	150
East Main – 6" AC	984
Fire Hydrant	1

5) Metered Customers:

1" Meters	78
1 ½" Meters	8

6) Miscellaneous:

- a. Benton County Franchise Agreement
- b. Easement for white well house – Red Mountain Acreages Phase 1, Block 1, Lot 1
- c. Easement for Reservoir Transmission Line and Reservoir to be recorded
- d. Customer Files, Business Files, Water Test Files
- e. Various spare parts & equipment

REAL ESTATE PURCHASE & SALE AGREEMENT

Effective as of the last party to sign this Real Estate Purchase and Sale Agreement ("Agreement"), the parties agree as follows:

1. **PARTIES/PROPERTY:** Seller, COMPANY SEVENTY NINE, a Washington general partnership ("Seller"), agrees to sell to Buyer RED MOUNTAIN WATER ASSOCIATION, LLC, a Washington limited liability company, its successors and assigns, OR ASSIGNS ("Buyer") **for the Purchase Price as identified below, of Seller's rural improved real property with the physical address of 19206 Ruppert Rd., Benton City, WA 99320, Benton County, Washington** which Buyer agrees to buy and Seller agrees to sell, ("Property"), legally described as:

Benton County, Washington Tax Parcel No. 1290740012267003

Abbreviated legal description: Short Plat #2267, Lot 3, records of Benton County, Washington.

SUBJECT TO covenants, conditions, easements and restrictions of record and all matters relating to riparian, groundwater and their respective water rights.

NOTICES TO TITLEONE COMPANY:

Asset Purchase Agreement. The effectiveness of this Agreement is conditioned upon the substantially simultaneous sale and closing of that certain 'Asset Purchase Agreement' of even date between Seller and Buyer, incorporated herein by this reference ("APA").

Well and Water Rights. The Property is benefited by certain Washington State Department of Ecology Water Permits and Certificates, along with a well and water delivery infrastructure, the legal transfer for which shall be done by Buyer and Seller outside of this REPSA.

Legal Description Discrepancies. If the above-stated legal description for the Property is incomplete or inaccurate at the time of execution of this Agreement, this Agreement shall not be invalidated, and Seller and Buyer authorize the below-named Closing Agent to insert or correct, over their signatures at Closing, the complete and correct legal description of the Property, including without limitation, inserting the correct legal description into the Personal Representative's Deed (See Section 10).

Buyer: Paul AC
 Initials Initials

Seller: BN
 Initials

2. **PURCHASE PRICE:** The total "Purchase Price" is Five Thousand Dollars (\$5,000.00), payable in cash at Closing, paid as follows:

\$ 5,000.00	Purchase Price,
\$ 1,000.00	<u>Less Earnest Money</u>
<u>\$ 4,000.00</u>	Due by Seller at Closing (+/- any Buyer Closing Costs, +/- prorations)

3. **RESERVED**

4. **INSPECTIONS/CONTINGENCIES:** Buyer shall have Ten (10) days after the complete execution of this Agreement to inspect the Property. Buyer and Buyers agents assume full responsibility for any damage or injury sustained while inspecting the Property and agree to defend, indemnify and hold Seller harmless therefrom. Buyer stipulates that this transaction is NOT contingent on Buyer obtaining financing.

5. **DISCLOSURES/PROPERTY CONDITION:** Buyer is familiar with the boundaries of the Property and assumes all risks with the Property acreage and waives any right to later bring any action against Seller for encroachments or boundary line variances. The Purchase Price is being stipulated as fair market value, with neither Buyer or Seller being compelled to purchase or sell.

At conveyance, Buyer hereby irrevocably, knowingly and voluntarily accepts the Property "AS-IS, WHERE-IS, WITH ALL FAULTS". Any requirement to improve the Property due to deferred maintenance or other objectionable Property condition shall be done by Buyer at Buyer's expense, and any such objectionable conditions shall not be a legal excuse for Buyer to avoid performance under this Agreement or to later seek legal or equitable remedies. Seller hereby disclaims any and all warranties, including without limitation: habitability; merchantability and fitness for particular purpose. Further, Seller makes no warranty or guarantee with respect to, without limitation: the availability of development or building permitting; view; flood protection or floodwater intrusion possibilities, the absence of toxic materials or petroleum substances; pests; paranormal activity; physical boundary lines of the Property; neighborhood or boundary disputes; past criminal/sex offender activity or proximity; mold, mildew or other biological activity; farm chemical drift; trespass or encroachments; Seller warrants usable well, equipment and water certificate for existing well Seller warrants usable well, equipment; or, the availability, operation or condition of the sewer or septic system or future septic permitting.

BUYER ACKNOWLEDGES THE PROPERTY IS CLASSIFIED UNDER A CERTAIN COUNTY TAX CLASSIFICATION; THE CHANGING OF WHICH MAY INVOKE

8. **INCLUDED ITEMS:** No personal property shall be allocated to the Purchase Price, nor is any personal property sold hereunder. Any and all personal Property shall be sold under the APA. Seller shall abandon all personal property and fixtures in and on the Property. ANY PERSONAL PROPERTY OR FIXTURES IN, ON OR ABOUT THE PROPERTY ABANDONED BY SELLER SHALL BE TAKEN OR RETAINED BY BUYER IN "AS IS, WHERE IS CONDITION, WITH ALL FAULTS". SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BUYER UNDERSTANDS THAT ANY CAUSE OF ACTION FOR BREACH OF WARRANTY, INJURY OR DAMAGE RESULTING FROM OR ARISING OUT OF ANY PERSONAL PROPERTY SHALL BE BROUGHT AGAINST THE MANUFACTURER/INSTALLER AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL CAUSES OF ACTION AGAINST SELLER. To the extent assignable, Seller hereby assigns any and all warranties to Buyer as of Closing (if any).

9. **UTILITIES:** Seller makes no warranty as to the availability or reliability of utility services to the Property, and Buyer assumes all risks associated therewith.

10. **CLOSING/CONVEYANCE/ASSIGNMENT:** Subject to any necessary extension to Closing, this Agreement and the APA, Buyer and Seller direct TitleOne Company to combine and or offset the respective proceeds of this Agreement and the APA at closing. Shall be Closed not later than _____, **2023**, by TitleOne Company of Kennewick, Washington. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Seller. Buyer and Seller shall deposit with Closing Agent all documents and monies required to complete this sale in accordance with this Agreement. Conveyance shall be by and **through Statutory Warranty Deed, prepared by TitleOne Company of Kennewick, Washington.** Buyer may take title in the name(s) of Buyer's choice, or assign this REPSA.

11. **CLOSING COSTS AND PRORATION:** Unless limited by law or modified by the terms of this Agreement, costs associated with this Agreement shall be allocated to the parties as follows:

	SELLER:	BUYER:
Real Estate Excise Tax	100 %	-0- %
Owner's Title Insurance	100 %	-0- %
Lender/Loss Payee Coverage (if any)	-0- %	100 %
Escrow Fees	50 %	50 %

Each party shall be responsible for its own realtor's commissions, attorney's fees, accountant's fees and respective costs of each (if any). Taxes for the current year, interest, water, electricity and other utility charges (if any) constituting liens shall be prorated as of Closing.

12. **INSURANCE AND CASUALTY:** In the event the Property is damaged or destroyed prior to Closing, Seller shall have no duty to repair the Property or its infrastructure or fixtures.

13. **NOTICES:** Unless otherwise specified in this Agreement, any and all notices ("Notice") required or permitted to be given under this Agreement must be given in writing and shall be deemed to be given the **earlier** of two (2) days after mailing, when sent via email/electronic communication or, when actually received by personal service. The contact information for Notices is set forth below:

Buyer Name: RED MOUNTAIN WATER ASSOCIATION COMPANY, LLC
Buyer Address: P.O. Box 4766
Pasco, WA 99301

Seller Name: COMPANY SEVENTY NINE
Seller Address: 1232 Columbia Park Trail
Richland, WA 99352

Buyer Mobile Phone: (509) 460-1202

Seller Mobile Phone: (509) 554-1325

Buyer Email: pdchristensen100@gmail.com

Seller Email: allproinc5@yahoo.com

14. **COMPUTATION OF TIME:** Any period of time specified in this Agreement shall expire at 5:00 p.m. of the last calendar day of the specified period of time, including when the last day is Saturday, Sunday, or legal holiday, in which event the specified period of time shall expire at 5:00 p.m. of that day (even if a weekend or holiday).

15. **DEFAULT/TERMINATION:** The Earnest Money shall be retained by Seller if Buyer fails to Close without legal excuse, as liquidated damages, and as Seller's sole remedy against Buyer. If Seller fails to Close without legal excuse, Buyer's sole remedy shall be to compel the Property sale by way of specific performance and associated damages at law.

Buyer: Paul
Initials AC

Seller: BN
Initials

16. **MISCELLANEOUS.** Time is specifically declared to be of the essence. Seller and Buyer agree to cooperate fully in all matters related to or arising out of this Agreement. This Agreement is binding on Seller and Buyer, and their heirs, successors and assigns.

Waiver by any party of a breach of any covenant, agreement or undertaking contained herein shall be made only by written waiver, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach of the same covenant, agreement or undertaking. Except as otherwise specifically provided herein, the exercise of any remedy provided by law or otherwise and the provisions of this Agreement for any remedy, shall not exclude any other remedy. Seller and Buyer execute this Agreement solely as a seller and buyer. No partnership, joint venture or joint undertaking shall be construed from these presents, and no third party may rely upon any provision of this Agreement for its direct benefit except as provided herein. This Agreement is deemed entered into in the State of Washington and shall be governed under the laws of the State of Washington. Any legal action between the parties arising out of or pertaining to this Agreement shall be commenced and maintained in a court of competent jurisdiction in Benton County, State of Washington, which action shall award all attorney's fees and costs associated therewith to the prevailing party. The parties agree that this Agreement is the entire agreement between the parties and that all preceding and contemporaneous oral and written statements, representations and warranties, whether consistent or inconsistent herewith, are agreed to be of no force and effect unless expressly stated herein. In that regard, Seller and Buyer stipulate that each and every provision of this Agreement has been fairly bargained for, that the execution of this Agreement memorializes the intent of Seller and Buyer after thoughtful consideration of all risks and knowingly and voluntarily assumed such risks. This Agreement shall only be supplemented or modified in a signed writing by Seller and Buyer.

17. **AGENCY:** If Buyer has engaged the services of a Real Estate Agent or Broker, Buyer shall pay all commissions due Buyer's Real Estate Agent or Broker. If Seller has engaged the services of a Real Estate Agent or Broker, Seller shall pay all commissions due Seller's Real Estate Agent or Broker at Closing. Seller's attorney is Albert Coke Roth, III, Esq. of the Coke Roth Law Office. Buyer has not identified legal counsel and encouraged engage a lawyer or real estate professional.


18. **ACCEPTANCE:** Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. Buyer and Seller acknowledge receipt of a copy of this Agreement signed by both parties.

BUYER: RED MOUNTAIN WATER ASSOCIATION, LLC



PAUL CHRISTENSEN

Date: 7-12-2023



ANDY CHRISTENSEN

Date: 7-12-23

SELLER: COMPANY SEVENTY NINE

Brett Nelson
BRETT NELSON, MANAGING PARTNER

Date: 7/12/2023

THE FOLLOWING CONTACT INFORMATION IS FOR ALL NOTICES TO THOSE INVOLVED IN THE TRANSACTION:

ALBERT COKE ROTH, III, ATTORNEY AT LAW, 836 GAGE BLVD. #204A
KENNEWICK, WA 99336, coke@cokerothlaw.com (509) 783-0220

TITLEONE COMPANY, 1919 N. PITTSBURGH ST., SUITE A, KENNEWICK, WA
99336; ATTN: ALAINA BRAINARD, LPO; (509) 619 – 7228,
Alaina.Brainerd@titleonecorp.com

QUALIFIED INTERMEDIARY: _____,
_____, _____@_____

CO79 / Red Mountain Water
Profit & Loss
January through June 2023

	<u>Jan - Jun 23</u>
Ordinary Income/Expense	
Income	
4001 · Income	
4010 · Water Sales	19,327.96
4013 · Adjustments	-14.45
4014 · Account Setup	50.00
4020 · NSF & Late Fees	340.00
Total 4001 · Income	<u>19,703.51</u>
Total Income	19,703.51
Cost of Goods Sold	
5000 · Cost of Sales	
5030 · Electricity	2,802.29
5040 · Repairs & Maintenance	1,596.45
5043 · Water Samples	986.78
Total 5000 · Cost of Sales	<u>5,385.52</u>
Total COGS	<u>5,385.52</u>
Gross Profit	14,317.99
Expense	
5500 · G&A Expenses	
5525 · Office Expense (Allpro)	1,474.67
5535 · Meter Reading Expense	2,364.01
5543 · Taxes	6,790.97
5548 · Regulatory Expense	146.45
5565 · Misc Expenses	11.54
Total 5500 · G&A Expenses	<u>10,787.64</u>
5534 · Professional Services	<u>9,823.19</u>
Total Expense	<u>20,610.83</u>
Net Ordinary Income	-6,292.84
Other Income/Expense	
Other Income	
6025 · Sale/(Loss) of Fixed Asset	<u>-50,000.00</u>
Total Other Income	<u>-50,000.00</u>
Net Other Income	-50,000.00
Net Income	<u><u>-56,292.84</u></u>

CO79 / Red Mountain Water
Profit & Loss
 January through December 2022

	Jan - Dec 22
Ordinary Income/Expense	
Income	
4001 · Income	
4010 · Water Sales	61,518.16
4014 · Account Setup	1,800.00
4020 · NSF & Late Fees	314.00
Total 4001 · Income	63,632.16
Total Income	63,632.16
Cost of Goods Sold	
5000 · Cost of Sales	
5030 · Electricity	9,673.40
5040 · Repairs & Maintenance	3,245.59
5043 · Water Samples	556.32
Total 5000 · Cost of Sales	13,475.31
Total COGS	13,475.31
Gross Profit	50,156.85
Expense	
5500 · G&A Expenses	
5525 · Office Expense (Allpro)	5,898.68
5535 · Meter Reading Expense	19,398.20
5543 · Taxes	9,148.73
5548 · Regulatory Expense	538.48
5549 · Insurance	3,475.83
5565 · Misc Expenses	530.65
Total 5500 · G&A Expenses	38,990.57
5534 · Professional Services	650.00
Total Expense	39,640.57
Net Ordinary Income	10,516.28
Other Income/Expense	
Other Income	
6025 · Sale/(Loss) of Fixed Asset	50,000.00
Total Other Income	50,000.00
Net Other Income	50,000.00
Net Income	60,516.28

**CO79 / Red Mountain Water
 Balance Sheet
 As of June 30, 2023**

	Jun 30, 23	Jun 30, 22
ASSETS		
Current Assets		
Checking/Savings		
1020 · RMW Checking - US Bank	160,165.48	133,902.42
1021 · CO79 Checking - US Bank	157,883.32	181,300.81
Total Checking/Savings	318,048.80	315,203.23
Accounts Receivable		
1100 · Accounts Receivable	-2,236.04	-5,291.33
Total Accounts Receivable	-2,236.04	-5,291.33
Other Current Assets		
12000 · Undeposited Funds	0.00	1,015.63
Total Other Current Assets	0.00	1,015.63
Total Current Assets	315,812.76	310,927.53
Fixed Assets		
1400 · Fixed Assets		
1431 · 10-HP Pump Ruppert Well	3,933.33	3,933.33
1435 · Well #2 Ruppert Rd	1,400.00	1,400.00
1436 · Well #4	26,458.13	26,458.13
1440 · 40-HP Pump&Motor	30,026.11	30,026.11
1441 · Installation-2009	11,620.16	11,620.16
1450 · Meter Yokes	11,828.36	11,828.36
1460 · Meter Costs	7,128.61	7,128.61
1461 · Meter Costs 1992	1,902.31	1,902.31
1462 · Meter Costs 1993	607.64	607.64
1463 · Meter Costs 1994	3,120.89	3,120.89
1465 · Tank Recoating	13,652.76	13,652.76
Total 1400 · Fixed Assets	111,678.30	111,678.30
Total Fixed Assets	111,678.30	111,678.30
Other Assets		
1150 · CO79 - Red Mtn Land	471,957.00	471,957.00
1152 · Morgan 8 Acres	2,800.00	2,800.00
1153 · 40 HP Pump - Morgan Well	12,746.49	12,746.49
Total Other Assets	487,503.49	487,503.49
TOTAL ASSETS	914,994.55	910,109.32
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2010 · Accounts Payable	40.90	15.18
Total Accounts Payable	40.90	15.18
Credit Cards		
2015 · Chase Ink	725.97	50.00
Total Credit Cards	725.97	50.00
Total Current Liabilities	766.87	65.18
Total Liabilities	766.87	65.18
Equity		
3000 · Equity		
3050 · Investments	3,933.00	3,933.00
Total 3000 · Equity	3,933.00	3,933.00

4:44 PM

07/12/23

Accrual Basis

CO79 / Red Mountain Water
Balance Sheet
As of June 30, 2023

	<u>Jun 30, 23</u>	<u>Jun 30, 22</u>
3021 · CO79 Burrup Buyout	-77,241.00	-77,241.00
3030 · CO79 Partners' Equity	-1,657,856.44	-1,657,856.44
3055 · Distributions	-811,094.97	-803,094.97
3080 · Retained Earnings	3,512,779.93	3,452,263.65
Net Income	-56,292.84	-7,960.10
Total Equity	<u>914,227.68</u>	<u>910,044.14</u>
TOTAL LIABILITIES & EQUITY	<u><u>914,994.55</u></u>	<u><u>910,109.32</u></u>

RED MOUNTAIN WATER
DEPRIATION SCHEDULE - 12-31-95

FILE: RMWDEPR01

ACCT #	ACCOUNT NAME	INSERV DATE	COST \$	LIFE YR	Plant			Plant			
					DEPR 2022	ACCUM DEPR PAID	DEPR 12/22 CIAC	DEPR 2023	ACCUM DEPR PAID	DEPR 12/23 CIAC	
1403	303.0 LAND & RIGHTS										
	0.1 TANK SITE	3/81	1500								
	0.2 RIGHT-OF-WAY WEST	3/81	7725								
	0.3 SITE WELLS 1 & 2	3/81	5000								
	0.4 MORGAN WELL & EASE	8/89	500								
			14725								
	WATER PLAN	6/94	6165	5		6165			6165		
304.0	STRUCTURE & IMP										
	0.1 HOUSE WELLS 1 & 2	3/81	2000	35	0	2000		0	2000		
	0.2 HOUSE MORGAN WELL	8/89	2500	35	71	2387		71	2458		
	1404 (1454)DEPR SUBTOTAL		4500		71	4387		71	4458		
307.0	WELLS										
	0.1 DRY WELL	1/81	7200	30		7200			7200		
	0.2 WELL #1	3/81	10160	30		10160			10160		
	0.3 WELL #2	4/89	21814	30		21814			21814		COMPLETED 2019
	0.4 MORGAN WELL	8/89	25700	30		25700			25700		COMPLETED 2019
	WELL #4	10/1/09	38078	30	857	13930		857	14786		
	1407 (1457)DEPR SUBTOTAL		102952		857	78804		857	79660		
309.0	SUPPLY MAINS										
	0.1 2 METERS-WELLS 1&2	4/89	1696	50	34	1145		34	1179		
	0.2 1 METER-MORGAN WELL	8/89	829	50	17	554		17	571		
	1409 (1459)DEPR SUBTOTAL		2525		51	1699		51	1749		
311.0	PUMPING EQUIP										
	0.1 40HP PUMP #2,PIPE,WIRE	7/85	8745	20		8745			8745		
	40HP PUMP #2 RETIRED		-8745								
	Pump #2 Replacement	8/18	16883	10	1688	8440		1688	10129		
	0.7 50 HP PUMP WELL #3	8/00	8657	20		0			0		
	50 HP pump retired #3	9/03	-8657			0			0		
	50 HP Pump Well #3	9/06	8874	10		8874			8874		
	50 HP pump retired #3	12/14	-8874								
	50 HP Pump Well #3	12/14	13315	10	1331	11987		1331	13319		
	0.1 10 HP PUMP (WELL#1)	5/03	7166	20	358	7017		358	7375		
	40-HP PUMP (WELL #4)	10/1/09	30026	10		30326			30326		COMPLETED 2019
	1411 (1461)DEPR SUBTOTAL		67390		3378	75390		3378	78768		
330.0	TANKS										
	0.1 TANK ((52,000 GAL)	3/81	19800	30		19800			19800		
	Tank Recoating	4/13	18388	30	613	6130		613	6743		
	Replace tank recoating	4/13	-13653								
	0.1 TANK RECOAT	4/92	13653	30		13084			13084		
	1430 (1480)DEPR Subtotal		38188		613	39014		613	39627		
331.0	TRANS & DISTR LINES										
	0.1 10" (570')	3/81	8525	50	171	7118		171	7289		
	0.2 8" (775')	3/81	98354	50	1967	82128		1967	84095		
	0.3 6" (2004)	3/81	20741	50	304	17098		304	17402		
	Remove old valves	4/11	-5521								
	Valve Replacement Foxhill/Tar	4/11	6134	30	204	2448		204	2653		
	0.4 6" (720')	8/89	7850	50	157	5246		157	5403		
	Subtotal non-CIAC		136083		2803	114039		2803	116842		
	0.7 8" (2003') CIAC	3/81	25340	50	507		21156	507		21663	
	0.8 6" (990') CIAC	3/81	10246	50	205		8555	205		8760	
	0.9 3" (160') CIAC	3/81	1104	50	22		922	22		944	
	1431 (1481)DEPR Subtotal(CIAC+NON)		172773		3537			3537			
333.0	SERVICES										
	0.1 57 SERVICES	3/81	13110	30		13875			13875		
	0.7 26 SERVICES -CIAC	3/81	5980	30			5980			5980	
	1433 (1483)DEPR Subtotal		19090								
334.0	METERS & INSTALLATION										
	0.1 METERS	11/90	6522	50	130	4196		130	4326		
	0.2 METERS - 1992	10/92	1125	50	23	681		23	703		
	0.9 METER PYMTS - 1992	10/92	-1750	50	-35	-1059		-35	-1094		
	0.5 METER INSTALL - 1992	10/92	1168	50	23	707		23	730		
	0.6 METERS & INST -1993	10/93	1334	50	27	780		27	807		
	METERS & INST -1994	6/94	3121	50	62	1779		62	1841		
	Sampson Second Meter	9/18	4830	50	97	485		97	581		
	0.4 METER INSTALLATION	11/90	11829	50	237	7610		237	7847		
	1434 (1484)DEPR Subtotal		28179		564	15178		564	15742		
335.0	HYDRANTS										
	0.1 9 - HYDRANTS	3/81	5175	40	129	5401		129	5531		
	0.7 3 - HYDRANTS CIAC	3/81	1725	40	43		1800	43		1844	
	1435 (1485)DEPR Subtotal		6900		173	5401		173	5531		
	TOTAL WATER PLANT		463386		9243			9243			
	CIAC TOTALS		44395		777		38413	777		39190	
	PAID PLANT TOTAL		418991		8466	353951		8466	362417		

Total cost has been wrong due to formula errors
dmw 2/26/15

Red Mountain Water Association, LLC

The New Company consists of two individuals, Paul and Andy Christensen, who are both Washington State Certified Water Operators. They have extensive experience in owning and operating Oasis Water in Benton City and they operate by contract the Southgate Water System in Kennewick.

They will be operating Red Mountain Water as a newly formed Limited Liability Company in Washington State and do not have any financial statements to submit. You can contact Paul Christensen at 509-492-4050 for any further information needed.

TRANSPORTATION TARIFF ADOPTION NOTICE

Tariff No. UW-190712

Red Mountain Water Association, LLC
(Name of new company)

Red Mountain Water
(Trade name of new company)

adopt all tariffs and supplements to the tariffs,
filed with the Washington Utilities and Transportation by:

Company Seventy-Nine dba Red Mountain Water Association
(Name of prior company)

before the date of its (new company) acquired possession
of that (prior) company, or a portion of the authority
of that (prior) company.

Notice issued by:

Name: Paul Christenson

Title: Managing member

Telephone Number: 509-492-4050 office

^{mobile}
Fax Number: 509-460-1202 mobile

E-Mail Address: PdChristensen100@gmail.com

Date filed with Commission: 8/8/2023

Company Seventy-Nine
Dba Red Mountain Water Association
1232 Columbia Park Trail, Richland, WA 99352
509-736-1133

June 30,2023

IMPORTANT NOTICE

Company Seventy-Nine has asked the Washington Utilities and Transportation Commission for authorization to transfer ownership and operation of Red Mountain Water, owned by Company Seventy-Nine to Red Mountain Water Association, LLC., a separate company with different owners. This transfer is contingent upon approval by the Washington Utilities and Transportation Commission.

The new owners of Red Mountain Water Association, LLC are Paul Christensen, PE, and his son Andy Christensen, who are licensed Water Distribution Managers in Washington.

Paul is a Civil Engineer involved in the design of land development projects for over 45 years. He has worked for two cities as a City Engineer, as a County Engineer, and as the CIP Engineer for the American Samoa Islands.

Andy has worked in accounting and office administration for over 20 years.

Paul and Andy own and operate Oasis Water in Benton City. They are also the operators and managers for the Southgate Water System in south Kennewick. They operate as a team making sure the water delivered to their customers meets the quality standards set by the State Department of Health. They are familiar with the many tests and reports required to maintain a certified water system.

If you have questions about this request and how it will affect you, please call Red Mountain Water at 509-736-1133. If you have questions about the approval process, you may contact the Washington Utilities and Transportation Commission at the following address:

Secretary
Washington Utilities & Transportation Commission
P.O. Box 47250
Lacey, WA 98503-7250
(360) 664-1300

If you would like to comment on this proposal, it is important for you to do so now. Comments must be submitted in writing or presented at the commission's open meeting to be considered as part of the formal record. The commission encourages your written comments, either in favor or opposition, regarding this proposal. All open meetings are held in Olympia, WA. If you would like to be added to the commission's mailing list to be notified of the open meeting date, please call the phone number listed above and leave your name and complete mailing address.

Sincerely,

Company Seventy-Nine dba Red Mountain Water Association /Brett Nelson, WDS

