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WATER INDUSTRY

APPLICATION FOR SALE AND TRANSFER OF ASSETS AND TARIFF ADOPTION

Per RCW 80.12 and WAC 480-143

ADDITION INTERPRETATION

APPLICANT INFORMATION			
PREVIOUS COMPANY/OWNER NAME: _Canyon Village Water System, Inc.			
Work Phone: (509) 430-1471	Cell Phone: same		
Mailing Address:	Physical address (if different):		
Street/PO Box: 4769 Logan Road	Street:		
City, State: Acworth, Georgia	City, State, Zip		
Zip: 30101			
Unified Business Identifier (UBI): 601 125 405 DOH	ID Number: 05801 V		
Email:nicklthompson7@gmail.com Regulated since: unknown			
No. of Customers Served: 310 No. of Systems: 1			
CO-APPLICANT'S IN	<u>IFORMATION</u>		
NEW COMPANY/OWNER NAME: Canyon Ranch Wate	r, LLC		
Work Phone: (509) 440-3273	Cell Phone: same		
Mailing Address: 241 Jackrabbit Lane	Physical address: (if different):		
Street/PO Box: 241 Jackrabbit Lane	Street:		
City, State: Kennewick, Washington	City, State, Zip:		
Zip: 99338	DOH ID Number: N/A		
Unified Business Identifier (UBI): 605 592 509	Regulated since: N/A		

Email: tyler@ttapconstruction.com

No. of Systems: 0

No. of Customers Served: 0

EXHIBITS INCLUDED WITH THIS APPLICATION

(Check all that applies)

Exhibit 1	Signed Agreement on the Sale and Assets	x
Exhibit 2	Previous Company/Owner Name (Prior to Sale)	x
	Income Statement	x
	Balance Sheet	х
	Asset Listing (Account 101)	x
	Depreciation Schedule	x
	Summary of Outstanding Securities	x
Exhibit 3	New Company/Owner Name (After Sale)	x
	Income Statement	
	Balance Sheet	
	Asset Listing (Account 101)	
	Depreciation Schedule	
	Summary of Outstanding Securities	
Exhibit 4	Adoption of Tariff Notice by New Company/Owner Name	х
Exhibit 5	Customer Notice of Sale and Transfer of Water System(s)	x

METHOD OF FINANCE

The purchase price for assets under this agreement is \$ 140,000, payable by Canyon Ranch Water, LLC to Canyon Village Water System, Inc. \$50,000 paid at closing, and \$90,000 paid monthly pursuant to a seller-financed promissory note for 72 months.

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,
- local ownership and increased staffing,

The previous owners of Canyon Village Water System, Inc. 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.

Dec. 31, 2024

The proposed tariff adoption bears an effective date of July 1, 2007. 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 Canyon Ranch Water, LLC has been temporarily retained to continue operations and maintenance of the water system under the leadership of Tyler Tapani.

As a result of the sale and transfer of assets, the water rates and service charges will not change. (New Company) Canyon Ranch Water, 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 21st day of November 2024.

Previous Company/Owner Name	New Company/Owner Name
4/5	
Nicholas Thomson, President	Tyler Tapani, Authorized Member
Now 21, 2024	Nov. 21, 2024
Date	Date

EXHIBIT 1 Purchase and Sale Agreement

EXHIBIT 2

Previous Company/Owner Name (Prior to Sale): Canyon Village Water System, Inc.

Income Statement:

Balance Sheet:
Attached
Asset Listing (Account 101):
Attached
Depreciation Schedule:
None*
Summary of Outstanding Securities:
None

Canyon Village Water System, Inc. has not kept records of assets, as all are installed real property fixtures. Therefore, no depreciation schedule has been kept by the company.

Canyon Village Water System Profit & Loss

January through December 2023

	Jan - Dec 23
Ordinary Income/Expense Income	
Fees	44.115.40
Finance Charge	-1.00
Total Income	44,114.40
Gross Profit	44,114.40
Expense	7 7, 1 - 11 - 10
Bank Service Charges Analysis Service Charge	5.95
Total Bank Service Charges	5.95
Dues and Subscriptions Insurance	129.45 1,653.35
Licenses and Permits Office Supplies	339.50
Paper, Envelopes, Ink etc	420.37
Copies .	79.40
Postage and Delivery Office Supplies - Other	811.20 76.22
Total Office Supplies	1,387.19
Professional Fees	•
Accounting	5,184.00
Repairs & Maint Service Fees	8,300.00
Water System Consultant	3,610.00
Total Professional Fees	17,094.00
Repairs & Maintenance	4,909.06
Taxes	2,218.58
Telephone Wireless	1.909.88
Total Telephone	1,909.88
Tests & Chemicals	430.66
Utilities	1,358.76
Total Expense	31,434.36
Net Ordinary Income	12,680.04
Other Income/Expense Other Income	
Other Income	166.23
Total Other Income	166.23
Net Other Income	168.23
at income	12,846.27

Canyon Village Water System Balance Sheet As of December 31, 2023

	Dec 31, 23
ASSETS Current Assets Checking/Savings Umpqua Bank Checking U S Bank Checking	3,130.17 3.28
Total Checking/Savings	3,133.45
Accounts Receivable Accounts Receivable	4,406.70
7 Total Accounts Receivable	4,406.70
Other Current Assets A/R-Offset	-4,118.78
Total Other Current Assets	-4,118.78
Total Current Assets	3,421.37
	5,421.07
Fixed Assets Accumulated Depreciation Vehicles/Equipment Water System	-189,984.52 5,082.30 184,802.22
Total Fixed Assets	0.00
TOTAL ASSETS	3,421.37
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable Accounts Payable	434.65
Total Accounts Payable	434.65
Other Current Liabilities A/P-Offset	-690.95
Total Other Current Liabilities	-690.95
Total Current Liabilities	-256.30
Long Term Liabilities	
Note Payable - N. Thompson	-4,956.94
Total Long Term Liabilities	-4,956.94
Total Liabilities	-5,213.24
Equity Additional PIC Capital Stock Retained Earnings Net Income	.31,365.00 45,431.00 -81,007.66 12,846.27
Total Equity	8,634.61
TOTAL LIABILITIES & EQUITY	3,421.37

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (the "Agreement") is made and entered into as of this 14th day of August, 2024 ("Effective Date"), by and between CANYON RANCH WATER LLC, a Washington limited liability company, ("Purchaser") and CANYON VILLAGE WATER SYSTEM, INC., a Washington corporation ("Seller").

WHEREAS, Seller is the owner and operator of a residential water system known as Canyon Village Water System, which services 86 connections under System Identification Number 05801-V along with related real property, personal property, and intangibles necessary to operate the Water System (the "Business"); and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase all of the assets necessary for the operation of Seller's Business on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the parties hereto do agree as follows:

1. Sale and Purchase of Transferred Assets.

- 1.1 Agreement to Sell Transferred Assets. Upon the terms and subject to the conditions set forth herein, and in reliance on the respective representations and warranties of the parties, Seller agrees to sell, transfer, assign and convey the Transferred Assets to Purchaser and Purchaser shall acquire the Transferred Assets from Seller on the Closing Date, free and clear of any claims, liens, charges, security interests, pledges, mortgages, equities and encumbrances of any nature whatsoever, and free and clear of any sales, transfer or transaction taxes of any kind.
- 1.2 <u>Transferred Assets.</u> As used herein, the term "Transferred Assets" shall be deemed to mean all of the assets, rights, claims, certificates, and applications of Seller of every kind, nature and description, wherever located, whether intangible, real, personal, or mixed, except the Excluded Assets. Without limiting the generality of the foregoing, the Transferred Assets shall be deemed to include the following:
- (a) <u>Real Property.</u> All of Seller's right, title, and interest in real property and water certificates necessary for the operation of Seller's Business, along with all buildings and other improvements upon such real property that are owned by Seller (the "Real Property"), set forth in Schedule 1.2(a) attached hereto;
- (b) <u>Personal Property.</u> All of Seller's right, title, and interest in the inventory, equipment, pumps, wells, water lines, electrical service, instruments, tools, supplies, replacement parts, tools for maintenance and repair and all other tangible personal property necessary for the operation of Seller's Business (the "Personal Property"), set forth in <u>Schedule 1.2(b)</u> attached hereto;
- (c) <u>Licenses and Permits</u>. All of Seller's right, title, and interest in licenses, agreements, and permits, to the extent same are transferable or assignable, associated with the use of the Real Property, set forth in <u>Schedule 1.2(a)</u>, and the Personal Property, set forth in <u>Schedule 1.2(b)</u> and the operation of the Business;
- (d) All of Seller's right, title and interest in contracts and agreements necessary for or central to the operation of Seller's Business and the Transferred Assets, including but not limited to all Asset Purchase and Sale Agreement 1

service agreements relating to the connections under System Identification Number 05801-V (the "Customer Accounts");

- (e) <u>Documents</u>. All existing records relating to the ownership, use, maintenance or repair of any of the Transferred Assets or necessary or desirable to show compliance with any law or regulation applicable to the Business (collectively, the "<u>Documents</u>"); and
- (f) To the extent not otherwise included above all properties, rights, licenses, agreements, certificates, and assets of Seller necessary to operate the Business and the Transferred Assets.
- 1.3 <u>Excluded Assets.</u> The Transferred Assets will not include cash or accounts receivable attributable to periods prior to the Closing Date or any asset listed in <u>Schedule 1.3</u> (the "Excluded Assets").

2. <u>Assumed and Retained Liabilities</u>.

- 2.1 <u>Assumed Liabilities</u>. Upon Closing, Purchaser will assume and will indemnify, defend, and hold Seller harmless from any and all obligations of Seller relating to the Customer Accounts with respect to the period after the Closing Date (the "<u>Assumed Liabilities</u>").
- 2.2 <u>Retained Liabilities</u>. Except for the liabilities and obligations expressly referred to in Section 2.1, BUYER WILL NOT ASSUME OR OTHERWISE BE RESPONSIBLE FOR ANY LIABILITIES OR OBLIGATIONS OF SELLER OR ANY OF SELLER'S AFFILIATES, REGARDLESS OF NATURE (the "<u>Retained Liabilities</u>"). Upon Closing, Seller will indemnify, defend, and hold Buyer harmless from any and all obligations of Seller with respect to the Retained Liabilities.

3. Terms of Purchase.

- 3.1 <u>Purchase Price.</u> Purchaser shall pay to Seller the sum of One Hundred Forty Thousand Dollars (\$140,000.00) for the Transferred Assets, which sum shall be referred to herein as the "Purchase Price."
- 3.2 <u>Earnest Money and Down Payment.</u> On or before August 19, 2024, Purchaser shall deposit earnest money in the amount of Twenty Thousand Dollars (\$20,00.00) with Purchaser's attorney, to be held in escrow, which amount shall be credited against the Purchase Price. At Closing, and upon delivery of Seller's closing deliveries, Purchaser shall deliver, or cause to be delivered, an additional Thirty-Thousand Dollars (\$30,000.00) which such amount shall be credited against the Purchase Price.
- 3.3 <u>Remaining Payment</u>. The remaining Purchase Price less amounts paid at Closing pursuant to Paragraph 3.2(a), equaling a sum of Ninety Thousand and no/100 Dollars (\$90,000.00) (the "Remainder Payment"), shall be payable to Seller according to that certain Promissory Note attached at <u>Exhibit 3.3</u> which shall be executed at Closing.
- 4. <u>Representations, Warranties and Agreements by Seller</u>. In connection with this transaction, Seller makes the following representations and warranties. All such representations shall survive the Closing Date.
- 4.1 <u>Transferred Assets.</u> Seller has good title to all of the Transferred Assets, free and clear of any and all liens.

- 4.2 <u>Organization; Standing; Power.</u> Seller is duly organized, validly existing, and in good standing under the laws of the State of Washington and is qualified to do business in Benton County. Seller has full power to own the Transferred Assets and carry on its business as now conducted. Seller has the corporate power and authority to execute this agreement and all related or collateral agreements to which it will be a party, to perform fully its obligations thereunder, and to consummate the transactions contemplated thereby. Upon execution and delivery by Seller, this Agreement and the other instruments will constitute valid and binding obligations of Seller enforceable against it in accordance with their respective terms.
- 4.3 <u>No Material Adverse Change.</u> After the Effective Date, there will not be (a) any material adverse change in the assets, liabilities, physical or financial condition, operation, or prospects of the Business or the Transferred Assets or (b) any transfer of, or imposition of any liens, claims, or encumbrances (other than Permitted Encumbrances) on, any of the Transferred Assets.
- 4.4 <u>Tax Matters.</u> Seller has filed with the appropriate governmental agencies all tax returns and tax reports pertaining to excise taxes, sales and use taxes, payroll taxes, real property taxes and assessments, water infrastructure taxes, and tangible and intangible personal property taxes required to be filed by it relating to the Business or the Transferred Assets and operation thereof, and all taxes, interest, and penalties shown or claimed to be due thereon have been paid. Seller does not have any liability, contingent or otherwise, for any Applicable Taxes or any interest or penalties thereon except to the extent reserved or accrued on its most recent balance sheet or incurred in the ordinary course of business since such date.
- 4.5 <u>Accounts Payable</u>. Prior to or at the Closing, all accounts payable and other liabilities and obligations of Seller relating to the Transferred Assets, arising on or prior to the Closing, and for which Seller has received a bill, invoice, or other request for payment or which Seller otherwise knows is due will be fully paid and discharged.

4.6 Real Property.

- (a) The Real Property Description marked as <u>Schedule 1.2(a)</u> identifies all of the interests of Seller in the Real Property. In connection with the Business, Seller does not possess any other real estate interests that are not being transferred except as described on <u>Schedule 1.3</u>.
- (b) Seller has, or will have at the time of Closing, (i) good, marketable, and fee simple title to the Real Property, and the related improvements, and (ii) good and valid easement rights providing all necessary access and utilities to and from the Real Property and to and from each connection necessary for servicing a Customer Account, in each case, free and clear of all title defects, liens, charges, and encumbrances except for (A) taxes and assessments, both general and special, that are a lien but not yet due and payable; (B) any matter that is disclosed in any of the Title Commitments or Surveys and is not objected to by Purchaser in a written notice delivered by Purchaser to Seller; and (C) other matters affecting title, that do not, individually or in the aggregate, materially detract from the value of the Real Property or the Business or impair the use or operation thereof (collectively, the "Permitted Encumbrances").
- (c) To Seller's knowledge, there are no (i) applications, ordinances, petitions, resolutions, or other matters pending before any governmental agency having jurisdiction to act on zoning changes that would prohibit or make nonconforming the use of any of the Real Property for the operation of the Business; (ii) pending or threatened condemnation or eminent domain proceedings, or proposed

sale in lieu thereof; or (iii) improvements installed or planned by any public authority any part of the cost of which might be assessed against Seller, Purchaser, or the Real Property.

- (d) To Seller's knowledge, the Personal Property is in good condition and repair, ordinary wear and tear excepted, and do not have any structural or other material defects except those Disclosed Conditions described in <u>Schedule 4.7(d)</u>.
- 4.7 <u>Personal Property</u>. Seller does not own or lease any personal property having a book value in excess of \$1,000 (individually or in the aggregate for all similar items) other than (i) the Transferred Assets, and (ii) the Excluded Assets. Seller has good and marketable title to the Personal Property, free and clear of all security interests, charges, and encumbrances, including any conditional sale or other title retention agreements, other than liens for taxes not yet due and payable or liens imposed by operation of law in favor of persons providing repairs or other services with respect to the personal property, that, in each case, do not interfere with the use or possession of such property, and as to which Seller discharges the underlying obligation in the ordinary course of business. To Seller's knowledge, the Personal Property are in good condition and repair, ordinary wear and tear excepted, and do not have any structural or other material defects.
- 4.8 Approvals. All Approvals held by Seller with respect to the Transferred Assets and all applications for Approvals pending before any governmental entity, are listed on the Approvals List marked as Schedule 4.9. The Approvals are in full force and effect and are free and clear of any conditions that would limit the full operation of the Business in the manner in which such Business is currently being operated. Seller has performed and complied in all material respects with all of the terms and provisions of the Approvals. Seller possesses each Approval required for Seller's ownership or operation of the Transferred Assets including, without limitation, the Approvals required by the UTC, DOH, and Ecology. No proceedings are pending or, to the knowledge of Seller, threatened which may result in the revocation, modification, non-renewal, or suspension of any of the Approvals, the denial of any pending application, the issuance of a cease and desist order or the imposition of any administrative penalty or sanction.
- 4.9 <u>Property Used</u>. The Transferred Assets constitute all of the assets reasonably necessary to operate the Business in the manner in which such Business is currently being operated.
- 4.10 <u>Compliance with Laws; Litigation</u>. To Seller's knowledge, the operation of the Business as presently conducted does not violate in a material way any applicable order, law, ordinance, code, or regulation including, without limitation, UTC, DOH, and Ecology regulations. To Seller's knowledge, the water system complied with all building standards as adopted in the local building code at the time the water system was installed, and otherwise are compliant with applicable zoning and building codes. To Seller's knowledge, no investigation is pending or threatened concerning any such matter. To Seller's knowledge no suit or proceeding is pending against or by Seller in connection with or affecting the Transferred Assets, and, to Seller's knowledge, no such claim has been asserted or threatened. Seller does not know of any basis for any claim to be asserted against it in connection with the Transferred Assets.
- 4.11 <u>No Legal Violations</u>. Neither the execution and delivery of this Agreement by Seller, nor the performance by Seller of its obligations under this Agreement, will (a) result in a violation of any laws applicable to Seller; (b) if Seller is an entity, conflict with Seller's articles of incorporation, by-laws, charter documents, certificate of incorporation, partnership agreement, operating agreement or shareholders' agreement, as the case may be; or (c) result in a breach of, or constitute a default under, any material agreement or instrument to which Seller is a party or by which Seller or any of the Transferred Assets are bound.

Asset Purchase and Sale Agreement - 4

- 4.12 <u>Consents</u>. Except as identified in <u>Schedule 4.12</u>, no notice, consent, approval, or authorization of, or registration, qualification, or filing with, any third party or governmental agency or authority is required for the execution and delivery of this Agreement by Seller or for the consummation by Seller of the transactions contemplated by this Agreement (the "<u>Transactions</u>").
- 4.13 Environmental Matters. To Seller's knowledge, the operation of the Business and the Real Property has met, in all material respects, the applicable laws and regulations of all federal, state, and local government authorities having jurisdiction, including, without limitation, all requirements pursuant to environmental protection, health, or safety laws and regulations (including the disposal of hazardous substances and solid wastes). To Seller's knowledge, neither Seller nor any of its agents or affiliates have, in connection with the operation of the Business or the Real Property, ever generated, stored, treated, transported, handled, disposed of, or released any hazardous substance or solid, liquid, or gaseous waste in a manner that would give rise to any material liability under any statute or governmental regulation. Seller is not a "potentially responsible party," as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or under any comparable state or local statute, in connection with any past or present waste disposal practices undertaken by it or on its behalf during its ownership or occupancy of the Real Property and the Business.
- 4.14 <u>Finders</u>. No person or entity has acted as a finder or broker on behalf of Seller in connection with the Transactions.
- 5. <u>Representations, Warranties and Agreements by Purchaser.</u> Purchaser represents warrants and agrees with Seller that, on the Closing Date:
- 5.1 <u>Organization; Standing; Power.</u> Purchaser is a limited liability company duly organized and validly existing in good standing under the laws of the State of Washington and has full power to carry on its business as now conducted.
- 5.2 <u>Authorization</u>. The Members of Purchaser have approved the execution, delivery, and performance of this Agreement. Purchaser has full power, authority, and legal right to execute and deliver this Agreement and the other instruments referenced herein and to perform its obligations under this Agreement and the other instruments. Upon execution and delivery by Purchaser, this Agreement and the other instruments will constitute valid and binding obligations of Purchaser enforceable against it in accordance with their respective terms.
- 5.3 <u>No Legal Violations</u>. Neither the execution and delivery of this Agreement by Purchaser, nor the performance by Purchaser of its obligations under this Agreement, will (a) result in a violation of any laws applicable to Purchaser; (b) conflict with Purchaser's certificate of formation or limited liability company agreement; or (c) result in the breach of, or constitute a default under, any agreement or instrument to which Purchaser is a party or by which it is bound.
- 5.4 <u>Finders</u>. No person or entity has acted as a finder or broker on behalf of Purchaser in connection with the Transactions.
- 5.2 <u>Purchase Price.</u> Purchaser has sufficient funds to close the Transactions as provided in this Agreement.
- 6. <u>Covenants of Purchaser and Seller.</u> Purchaser and Seller agree to comply with their respective covenants, set forth below:

- 6.1 <u>Seller's Conduct Prior to the Closing Date</u>. Seller covenants and agrees with Purchaser that between the Effective Date and the Closing Date, Seller:
- (a) will operate in the usual and ordinary course of business in accordance with past practice and conduct its business in all material respects in compliance with all applicable third-party contracts, laws, rules, and regulations, will maintain the Transferred Assets in substantially their current condition, ordinary wear and tear excepted, and will promptly advise Purchaser of the occurrence of any material adverse change in the operation of the Business or the occurrence of any event or condition that has or could materially and adversely affect the Transferred Assets; and
- (b) will not sell, transfer, lease, mortgage, pledge, or subject to a lien, claim, or encumbrance (other than Permitted Encumbrances) any of the Transferred Assets, will not without the prior consent of Purchaser, which consent will not be unreasonably withheld, modify or enter into any new third-party contract relating to the operations of the Business, or enter into any agreement to do the foregoing.
- 6.2 <u>Access; Confidentiality</u>. From the Effective Date until the Closing Date, upon reasonable notice, Seller will provide Purchaser and its representatives access at mutually-agreeable times to all information of Seller regarding the Transferred Assets and will permit Purchaser and its representatives to perform any surveys, environmental analyses, and other examinations as Purchaser deems reasonably appropriate. No party to this Agreement will make any public announcement concerning this Agreement or the Transactions without consultation with the other party.
- 6.3 <u>Updating of Information</u>. Between the Effective Date and the Closing Date, Seller will deliver to Purchaser information relating to the operation of the Business, including updated rent rolls and such other financial information that may be reasonably requested by Purchaser.

6.4 <u>Title Commitments and Surveys.</u>

- (a) <u>Title Commitment</u>. Within five (5) Business Days after the Effective Date, Purchaser will order from First American Title Insurance Company or another national title company (the "<u>Title Company</u>") commitments to issue ALTA owner's or leasehold policies of title insurance (the "<u>Title Commitments</u>"), in form reasonably acceptable to Purchaser, for the Real Property. The Title Commitments will (i) set forth the state of title to each parcel of Real Property, (ii) show all exceptions or conditions to such title, and (iii) have attached true, correct and legible copies of every instrument referred to in the Title Commitments.
- (b) <u>Title Policy</u>. At Closing, the Title Company will issue to Purchaser ALTA owner's policies of title insurance (the "<u>Title Policies</u>"), in forms reasonably acceptable to Purchaser. Each of the Title Policies will be issued in the amount specified by Purchaser, will insure that Purchaser owns a fee simple estate in the Real Property, subject only to Permitted Encumbrances and other exceptions that have been expressly approved by Purchaser, and include such endorsements as Purchaser deems reasonably necessary or appropriate.
- (c) <u>Survey</u>. Purchaser, at Purchaser's sole option and expense, will cause a survey of each parcel of Real Property to be delivered to Purchaser (the "<u>Surveys</u>"). The Surveys will be certified to Purchaser, Seller, the Title Company, and any lender that Purchaser designates as of a date no earlier than sixty (60) days prior to the Closing Date, will be prepared in accordance with the "<u>Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys</u>" as revised through 2021, and include

any Table A Optional Survey Responsibilities and Specifications that Purchaser deems reasonably necessary.

- (d) Review of Survey and Title Commitment by Purchaser. Purchaser will have a period of twenty (20) Business Days after the receipt of the Title Commitments and Surveys to review such items and notify Seller of any objections Purchaser may have to the matters disclosed. Matters disclosed on the face thereof to which Purchaser does not object within twenty (20) Business Days will be deemed to be Permitted Encumbrances. Notwithstanding the foregoing, Seller will have the affirmative obligation, without necessity of notice by Purchaser, to cause to be released of record prior to Closing any mortgages or other monetary liens of Seller affecting the Real Property.
- (e) <u>Seller's Obligation to Cure Purchaser's Objections</u>. If Purchaser objects pursuant to Section 6.4(d) hereof to any matters set forth in the Surveys or Title Commitments, Seller will have twenty (20) Business Days to remove, remedy or cure the defect or to obtain the Title Company's written agreement to issue an endorsement to the Title Policy affirmatively "insuring over" such matter to Purchaser's satisfaction (in which event such matter will be deemed to be a Permitted Encumbrance provided it is in fact insured over in the Title Policy). If Seller does not remove, remedy or cure the defect or obtain such agreement from the Title Company, Purchaser may, as Purchaser's exclusive remedy, either complete the Transactions subject to the defect and proceed to Closing, or Purchaser may choose to terminate the Agreement without penalty.
- 7. <u>Conditions to Obligations of Purchaser</u>. The obligations of Purchaser under this Agreement are subject to the satisfaction on or prior to the Closing Date of the following conditions, unless waived in writing by Purchaser. In the event the following conditions are not satisfied, Purchaser shall be entitled to full reimbursement of the Earnest Money:
- 7.1 Representations and Warranties True on Closing Date. Seller's representations and warranties made in this Agreement are true in all material respects as of the Closing Date as though they were made as of the Closing Date and will apply to any updated information requested and provided pursuant to Section 6.3.
- 7.2 <u>Compliance with Agreement</u>. Seller has performed and complied in all material respects with all of its obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.
- 7.3 No Litigation; No Material Adverse Change. No litigation, proceeding, investigation, or inquiry is pending or, to Seller's knowledge, threatened which, if sustained, would enjoin or prevent the consummation of the Transactions or would materially and adversely affect Purchaser's right to continue the operation of the Transferred Assets as presently conducted and there will not have occurred any other material adverse change in the Transferred Assets or the operations, financial condition, or prospects of the Business.
- 7.4 Third-Party Consents and Approvals; Estoppel Certificates. Any third-party consents and approvals including all authorizations, consents, approvals, and clearances of federal, state, or local governmental agencies required for the transfer or continuance, as the case may be, of the Business and the Transferred Assets have been obtained and will not contain any condition that would have a material adverse effect on Purchaser's ability to operate the Business. In the case of each water connection operated by the Business for the service of Customer Accounts, Purchaser will have received an estoppel certificate from each water service recipient substantially in the form of Exhibit 7.4. Purchaser will seek the estoppel certificates at the time deemed appropriate by Seller and with the advice and assistance of Asset Purchase and Sale Agreement 7

Seller. The UTC, DOH, and Ecology will have consented to the transfer of the Business and the Transferred Assets to Purchaser.

- 7.5 <u>Title Commitments and Surveys.</u> Purchaser will have received and approved the Title Policies and Surveys as set forth in Section 6.4.
- 7.6 <u>Due Diligence</u>. Purchaser will be reasonably satisfied with the results of its due diligence investigation including, without limitation, any environmental studies or engineering examinations.
- 7.7 <u>Easements</u>. Purchaser will have proof of existing, recorded, assignable easement(s) entitling Seller to draw water from the wells relating to the Water Rights Certificates identified in Schedule 1.2(a).
- 8. <u>Conditions to Obligations of Seller</u>. The obligations of Seller under this Agreement are subject to the satisfaction on or prior to the Closing Date of the following conditions, unless waived in writing by Seller:
- 8.1 Representations and Warranties True on Closing Date. Purchaser's representations and warranties made in this Agreement are true in all material respects as of the Closing Date as though such representations and warranties were made as of the Closing Date.
- 8.2 <u>Compliance with Agreement</u>. Purchaser has performed and complied in all material respects with all of its obligations under this Agreement that are to be performed or complied with by it prior to or on the Closing Date.
- 8.3 <u>No Litigation</u>. No litigation, proceeding, investigation, or inquiry is pending or, to Purchaser's knowledge, threatened which, if sustained, would enjoin or prevent the consummation of the Transactions.
- 8.4 <u>Third-Party Consents and Approvals; Estoppel Certificates</u>. Any third-party consents and approvals including all authorizations, consents, approvals, and clearances of federal, state, or local governmental agencies required for the transfer or continuance, as the case may be, of the Business and the Transferred Assets have been obtained and will not contain any condition that would have a material adverse effect on Seller's ability to consummate the Transactions.

9. Closing; Closing Date.

- 9.1 <u>Date and Time</u>. The closing of the Transactions (the "<u>Closing</u>") will take place in escrow or at a mutually satisfactory time and location on such date as may be agreed to by the parties but no later than ten (10) Business Days following the satisfaction of the conditions of Section 7 and 8 (the "<u>Closing Date</u>").
- 9.2 <u>Seller's Closing Deliveries</u>. If all of the conditions specified in Sections 7 and 8 have been fulfilled or are waived in writing by Purchaser or Seller, as the case may be, on or by the Closing Date, then, on the Closing Date Seller will execute and/or deliver to Purchaser the following, each of which will be in form reasonably satisfactory to Purchaser:
 - (a) statutory warranty deeds for the Real Property;

- (b) a general assignment and bill of sale for the other Transferred Assets substantially in the form attached at Exhibit 9.2(b);
- (c) such documents as the Title Company may reasonably request including, without limitation, owner's affidavits relating to title, an affidavit to the effect that Seller is not a "foreign person" within the meaning of Section 1445(b)(2) of the Internal Revenue Code of 1986 (as amended), good standing certificates and resolutions;
 - (d) the other documents and certificates specified in Section 7;
 - (e) an assignment of the easements identified in Section 7.7; and
- (f) Sufficient funds for the payment of any liabilities that are the responsibility of Seller under this Agreement..
- 9.3 <u>Purchaser's Closing Deliveries</u>. If all of the conditions specified in Sections 7 and 8 have been fulfilled or are waived in writing by Purchaser or Seller, as the case may be, on or by the Closing Date, then, on the Closing Date, Purchaser will deliver to Seller the following, each of which will be in form reasonably satisfactory to Purchaser:
 - (a) the Down Payment;
 - (b) promissory note for the Remainder Payment;
- (c) such documents as the Title Company may reasonably request including, without limitation, owner's affidavits relating to title, an affidavit to the effect that Purchaser is not a "foreign person" within the meaning of Section 1445(b)(2) of the Internal Revenue Code of 1986 (as amended), good standing certificates and resolutions;
 - (d) any documents identified in Section 9.2 required to be signed by Purchaser; and
 - (e) the other documents and certificates specified in Section 7...
- 10. <u>Further Assurances</u>. Seller will, from time to time after the Closing, upon the reasonable request of Purchaser, execute and deliver all such further assignments and assurances as may be reasonably required to transfer to and to vest in Purchaser all interest of Seller in and to the Transferred Assets and to protect the right, title, and interest of Purchaser in and to the Transferred Assets.
- 11. <u>Taxes; Closing Costs; Other Charges; Prorations; Allocation.</u>
- 11.1 Taxes: Closing Costs: Other Charges. Seller and Purchaser will each pay one-half of all fees for a standard form ALTA owner's policy for title insurance, surveys, recording or filing documents and all fees for sales, stamp, use, transfer taxes and conveyance fees, if any, applicable to the transfer of the Transferred Assets (the "Closing Costs"). Purchaser will pay the fees for any environmental studies and extended title policies. Whether or not the Transactions are consummated, each of Purchaser and Seller will pay, except as otherwise provided herein, its respective expenses, income and other taxes, and costs (including, without limitation, the fees, disbursements, and expenses of its attorneys, accountants, and consultants) incurred by it in negotiating and carrying out the Transactions.

- Prorations. Payments on Customer Accounts, real estate and personal property taxes and 11.2 utility charges will be prorated as of the Closing Date with Seller being responsible for and receiving the benefit of such items to the extent that they relate to the period ending prior to the Closing Date and Purchaser being responsible for and receiving the benefits of such items to the extent that they relate to periods from and after the Closing Date. Seller and Purchaser will come to an agreement on the allocation of any of the foregoing items, and Seller will reimburse Purchaser or Purchaser will reimburse Seller, as the case may be, the net amount owed through an escrow at the Title Company on the Closing Date. Notwithstanding the foregoing and without changing the first sentence of this Section 11.2, Seller and Purchaser agree that at Closing, Seller will credit Purchaser for two (2) full month's of payments on such Customer Accounts and for the partial month in which Closing occurs and Seller will retain the checks attributable for those months when received. To the extent that Seller receives payment for any Customer Account after the Closing Date, for periods starting with the third month after the Closing Date, it will deposit any checks made payable to Seller into its bank account and send a check for the amount of the entire payment to Purchaser within five (5) Business Days of receipt. For further clarification, if Purchaser is paid directly for any of the rent covered by the two (2)-month proration such that Purchaser is paid twice or Purchaser otherwise is paid rent for the period prior to the Closing Date, Purchaser will remit such payment to the Seller or its designee within five (5) Business Days of receipt.
- 11.3 <u>Allocation</u>. Purchaser and Seller agree that the Purchase Price will be allocated among the Transferred Assets in the manner required by Section 1060 of the Internal Revenue Code of 1986, as amended, within 120 days after the Closing Date. In making such allocation, the allocation set forth on the Allocation Statement marked as <u>Schedule 11.3</u> will apply, which will be agreed upon and delivered by the parties on the Closing Date.
- 12. <u>Survival of Representations and Warranties</u>. The representations and warranties that are contained in this Agreement or given on the Closing Date will survive any investigation and inquiry made by or on behalf of Purchaser or Seller, as the case may be, for a period of three (3) years following the Closing Date, except the representations and warranties regarding authority (Sections 4.2 and 5.2), taxes (Section 4.4), title to the Transferred Assets (contained in Sections 4.6 and 4.7), and finders fees (Sections 4.14 and 5.4) will survive indefinitely.
- 13. <u>Indemnification By Seller</u>. Upon the successful closing of the Transactions and from and after the Closing Date, Seller agrees to indemnify Purchaser against any loss, cost, liability, or expense (including, without limitation, costs and expenses of litigation and, to the extent not prohibited by law, reasonable attorney's fees) (all of which are referred to as "<u>Losses</u>") incurred by Purchaser by reason of, resulting from, or arising out of (a) the incorrectness of any of the representations or warranties (subject to the limitations set forth in Section 12), or the breach of any of the covenants or agreements of Seller contained in this Agreement or in any other instrument executed or delivered by Seller in connection with this Agreement or given on the Closing Date; (b) Seller's breach, on or before the Closing Date, of any agreements with third parties; (c) Seller's operation of the Business on or before the Closing Date; or (d) the assertion against Purchaser of any Retained Liabilities.
- 14. <u>Indemnification By Purchaser</u>. Upon the successful closing of the Transactions and from and after the Closing Date, Purchaser agrees to indemnify Seller against any Losses incurred by Seller by reason of, resulting from, or arising out of (a) the incorrectness of any of the representations or warranties (subject to the limitations set forth in Section (12), or the breach of any of the covenants or agreements of Purchaser contained in this Agreement or in any other instrument executed or delivered by Purchaser in connection with this Agreement or given on the Closing Date; (b) Purchaser's breach, after the Closing

Date, of any agreements with third parties; (c) Purchaser's operation of the Business after the Closing Date; or (d) the assertion against Seller of any Assumed Liability.

15. <u>Accounts Receivable</u>. A list of the accounts receivable of Seller (the "<u>Accounts Receivable</u>") which represent valid claims against the Customer Accounts will be updated and prorated as of the Closing Date. Purchaser will collect all of the Accounts Receivable on and after the Closing Date and promptly remit to Seller the Accounts Receivable Purchaser collects which are attributable to the period prior to the Closing Date for a period of thirty (30) days after Closing. At the end of the thirty (30) day period, Purchaser will turn over to Seller for collection past-due Accounts Receivable attributable to the period prior to the Closing Date.

16. Termination.

- 16.1 Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and the Transactions abandoned at any time on or prior to the Closing Date under the following circumstances:
 - (a) By the written consent of Purchaser and Seller;
- (b) By Purchaser if (i) any of the conditions set forth in Section 7 of this Agreement have become incapable of fulfillment within 90 days of the Effective Date, (ii) Purchaser has given Seller ten (10) Business Days' notice of such matter, (iii) Seller has failed to cure such matter within the ten (10) Business Days, and (iv) Purchaser is not otherwise in material default;
- (c) By Seller if (i) any of the conditions set forth in Section 8 of this Agreement have become incapable of fulfillment within 90 days of the Effective Date, (ii) Seller has given Purchaser ten (10) Business Days' notice of such matter, (iii) Purchaser has failed to cure such matter within the ten (10) Business Days, and (iv) Seller is not otherwise in material default;
 - (d) By Purchaser, in accordance with Section 16.3.
- 16.2 If this Agreement is terminated in a manner permitted by subsections (a)-(d) of Section 16.1, this Agreement will become void and of no further force and effect, and neither of the parties will have any liability to the other party in respect of such termination of this Agreement; provided, however, that nothing in this Section 16 will relieve any party from liability it may have hereunder for a breach of this Agreement prior to such termination.
- 16.3 <u>Destruction or Condemnation of Transferred Assets</u>. In the event of loss or damage to the Transferred Assets in an amount greater than 5% of the Purchase Price that is not remedied by Seller by the Closing Date or condemnation of any substantial portion of the Real Property which materially and adversely affects the operation of the Business, Purchaser may, at its option elect to (a) consummate the Transactions in accordance with this Agreement in which event Seller will assign to Purchaser all of Seller's rights to insurance or condemnation proceeds related to such casualty or condemnation, plus pay Purchaser an amount equal to all applicable insurance deductibles less amounts expended by Seller on repair, replacement or restoration of the Transferred Assets, or (b) terminate this Agreement.
- 17. <u>Notices</u>. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth below. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 17.

Nicholas Thompson Canyon Village Water Systems Inc 4769 Logan Road Acworth, GA 30101
Tyler Tapani Canyon Ranch Water LLC 241 Jackrabbit Lane Kennewick Wa 99338

With a copy to:

Jillian A. Harlington Walker Heye, PLLC

1333 Columbia Park Trail, Suite 220

Richland, Washington 99352

- 18. Governing Law; Jurisdiction. The validity, interpretation, and performance of this Agreement will be determined in accordance with the laws of the State of Washington. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought in the State courts sitting in Benton County, Washington and each of the parties consents to the jurisdiction of such courts (and to the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. In the event of litigation arising out of this Agreement, if a court of competent jurisdiction issues a final, non-appealable order, the non-prevailing party in such litigation shall reimburse the prevailing party for its costs and expenses (including reasonable attorney's fees) in obtaining such judgment, including fees and costs incurred on appeal.
- Miscellaneous. This Agreement contains the entire agreement among the parties with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, letters of intent, and understandings, written or oral, relating to the subject matter of this Agreement. The schedules and exhibits attached to this Agreement and the other documents delivered pursuant to this Agreement are made a part of this Agreement. If any provision of this Agreement is held to be unenforceable, invalid, or void to any extent for any reason, that provision will remain in force and effect to the maximum extent allowable, and the enforceability and validity of the remaining provisions of this Agreement will not be affected. The headings, subheadings, and captions in this Agreement and in any schedule or exhibit are for reference purposes only and are not intended to affect the meaning or interpretation of this Agreement. Neither this Agreement nor any term hereof may be amended, modified, supplemented, waived, discharged or terminated other than by a written instrument signed by Seller and Purchaser.
- 20. <u>Successors and Assigns</u>. This Agreement will be binding upon Seller and Purchaser and their respective successors and assigns. Notwithstanding the immediately preceding sentence, Seller may

assign its rights and delegate its duties under this Agreement only upon the prior written consent of Purchaser. Purchaser may assign its rights and delegate its duties under this Agreement to any of its affiliates or capital sources provided that Purchaser remains liable for its obligations hereunder.

- 21. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.
- 22. <u>Knowledge</u>. As used in this Agreement, "<u>knowledge</u>" means (i) with respect to an individual, the actual knowledge of such individual and (ii) with respect to an entity, the actual knowledge of any officer or director (or any person holding a similar position) of such entity.
- 23. <u>Business Day</u>. For purposes of this Agreement, "<u>Business Day</u>" will mean any day which is not a Saturday, Sunday or other day on which banks in Benton County, Washington are authorized to close.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

PURCHASER: CANYON RANCH WATER LLC
By:_Tylor Tapani
Tyler Tapani, Authorized Member
SELLER:
CANYON VILLAGE WATER SYSTEM INC.
By: Nicholas Thompson, President

assign its rights and delegate its duties under this Agreement only upon the prior written consent of Purchaser. Purchaser may assign its rights and delegate its duties under this Agreement to any of its affiliates or capital sources provided that Purchaser remains liable for its obligations hereunder.

- 21. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.
- 22. <u>Knowledge</u>. As used in this Agreement, "knowledge" means (i) with respect to an individual, the actual knowledge of such individual and (ii) with respect to an entity, the actual knowledge of any officer or director (or any person holding a similar position) of such entity.
- 23. <u>Business Day</u>. For purposes of this Agreement, "<u>Business Day</u>" will mean any day which is not a Saturday, Sunday or other day on which banks in Benton County, Washington are authorized to close.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

PURCHASER: CANYON RANCH WATER LLC

SELLER:

CANYON VILLAGE WATER SYSTEM INC.

EXHIBITS AND SCHEDULES

EXHIBITS 3.3 Form of Promissory Note 7.4 Form of Estoppel Certificate 9.2(b) Form of Bill of Sale and Assignment and Assumption Agreement

SCHEDULES

1.2(a)	Real Property Description
1.2(b)	Personal Property Description
1.3	Excluded Assets
4.6(d)	Personal Property Defects
4.12	Consents
11.3	Allocation Statement

EXHIBIT 3.3

Form of Promissory Note

PROMISSORY NOTE

\$90,000.00	Date
CANYON VILLATHOUSAND and no	TE RECEIVED, without grace, the undersigned do hereby promise to pay to GE WATER SYSTEM INC., or order, the principal sum of NINETY o/100 DOLLARS (\$90,000.00) with interest from the date hereof at the rate of annum until maturity.
Said principa	al and interest shall be paid as follows:
1.	Monthly installments of ONE THOUSAND FIVE HUNDRED and no/100 DOLLARS (\$1,500.00) including interest, beginning on the 1st day of, 2024, and continuing on the same day of each month for 71 months; and
2.	The full balance of principal and interest shall be paid in full on the 1 st day of, 2030.
penalties, then to ou obligation may be p	all be made and the proceeds thereof applied first to any outstanding fees and/or itstanding interest, and then any remaining amount thereof to principal. This repaid at any time without penalty. Payments not received by the 5th day of subject to a late payment fee in the sum of \$100.
with accrued interes	made in the payment of this note, or any part thereof, then the principal sum at shall at once become due and collectible upon 30-days' written notice and After maturity this note shall bear interest at six percent (6%) per annum.
	this note is referred to an attorney for collection the undersigned shall pay all ees necessitated thereby.
	o be construed in all respects and enforced according to the laws of the State of e for any dispute with regard to this note shall be in Benton County Superior hington.
	undersigned has signed this note as a maker and not as a surety. Each of the jointly and severally responsible for all obligations herein.
	CANYON RANCH WATER LLC
	By: to be signed at closing
	Tyler Tapani, Authorized Member

EXHIBIT 7.4

Form of Estoppel Certificate

ESTOPPEL CERTIFICATE

The undersigned ("C	Customer") is a party to that	Agreement (the "Water Service
Agreement") dated	by and between	(the "Water System Owner") and
Customer, pursuant to which of selling the Water System a and obligations under the V Ridge, LLC, a Washington	Customer is receiving water service. and related assets, including, without Water Service Agreement (collective limited liability company ("Purcha	The Water System Owner is in the process limitation, the Water System Owner's rights ely, the "Transferred Assets"), to Country ser"), and hereby requests that Customer to consummate its acquisition of the
the Water Service Agreement ex Water Service Agreement ex Water Service Agreement; (i in default under the Water	nt is in full force and effect according the spires on, subjection in the customer nor, to Custome	aser and its successors and assigns that: (i) ng to its terms; (ii) the present term of the t to renewal according to the terms of the r's knowledge, the Water System Owner is ly payment due under the Water Service ement has not been amended.
	knowledges and agrees that Purchaser acquire the Transferred Assets.	r and its successors and assigns will rely on
TENANT:		
By:		
Its: Dated:		
Duica.		

EXHIBIT 3

New Company/Owner Name (After Sale): Canyon Ranch Water, LLC

Income Statement:

Balance Sheet:

Asset Listing (Account 101):

Depreciation Schedule:

Summary of Outstanding Securities:

None

Canyon Ranch Water, LLC is a newly formed entity that was formed for the specific purpose of purchasing this water system. It does not currently do business or maintain any assets.

EXHIBIT 4 Adoption of Tariffs

Adoption Notice				
ADOPTION OF TARIFFS				
Canyon Ranch Water, LLC				
(New Company)				
hereby adopts, ratifies, and incorpor				
amendments which have to date bee	, <u> </u>	_		
Commission by Canyon Village Wa	iter System, Inc. prior to Noven	nber 1, 2024		
This adoption relates only to the following	lowing water systems:			
System N	Vame	DOH WFI#		
Canyon Village Water System		05801 V		
9				
Tariff Revision Adopted:	Transfer Authorized:			
WN U-2	By Ordo	er No.		
Tariff Pages Adopted:				
Date Issued:	Date Effective:	Dec. 31,2024		
Issued by:				
Ву:	Title:			
Address:				

Exhibit 5 Notice to Customers

ESTOPPEL CERTIFICATE

The undersigned ("<u>Water Customer</u>") currently receives water services from Canyon Village Water System Inc., a Washington corporation ("<u>Canyon Village</u>") at the property located at 28807 S 887 PR SE, Kennewick, WA 99338 (the "<u>Residential Property</u>"). Canyon Village is in the process of selling the Water System and related assets, including, without limitation, the Canyon Village's rights and obligations in relation to the provision of water to homes located within the applicable neighborhood (collectively, the "<u>Transferred Assets</u>"), to Canyon Ranch Water, LLC, a Washington limited liability company ("<u>Buyer</u>"), and hereby requests that Water Customer certify certain facts to Buyer in order to induce Buyer to consummate its acquisition of the Transferred Assets.

Water Customer hereby covenants, agrees and certifies to Buyer and its successors and assigns that:
(i) there is an agreement between Water Customer and Canyon Village for the provision of water to the Residential Property; (ii) Canyon Village has been providing water to the Residential Property under an unwritten agreement between Canyon Village and Water Customer; (iii) neither Water Customer nor, to Water Customer's knowledge, Canyon Village is in default under any agreement for the provision of water; (iv) the agreed schedule of services due from Water Customer to Canyon Village is attached hereto as Exhibit A, and Canyon Village retains the right to increase service charges as necessary to keep the system in working order; and (v) Canyon Village has a recorded, legally enforceable easement to access water delivery lines upon the Residential Property and Water Customer does not dispute access rights for the improvement, repair or maintenance of the water delivery equipment.

Water Customer hereby acknowledges and agrees that Buyer and its successors and assigns will rely on this Certificate in agreeing to acquire the Transferred Assets.

Customer:			
	-		
Dated:			

EXHIBIT A

Canyon Village Water System Item Price List

<u>Item</u>	Description	Price
Ancillary Charges: Service Connection	New service and meter connection	\$ 1,250.00
Base Rate	Base Rate	\$ 36.00
Overage	Water usage above 300 cubic foot allowance at \$1.55 per 100 CU FT	\$ 1.55
Disconnection Charges	Disconnection Fee	\$ 20.00
Reconnection Charge	Reconnection Fee	\$ 35.00
Meter Not Read	The meters were not read this month, the overage will be applied to next month's bill.	\$ 36.00
Misc	Misc Charges	\$. •
Bounce Check Charge	Bounced Check Charge	\$ 15.00
Set Up Account Fee	Account set up fees	\$ 25.00
Water Availability	Water Availability Form	\$ 20.00
Service Visit	Service Visit	\$ 25.00
Fin Chg	Finance Charges on Overdue Balance (\$1 minimum)	2%