

UW-010417
(AT)

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Paralegal

Eileen Jones
Legal Assistant

March 28, 2001

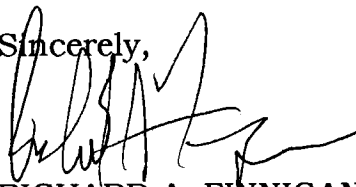
Carole Washburn, Executive Secretary
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive SW
Olympia, WA 98504-7250

Re: American Water Resources, Inc. – Application for Transfer of
Certain Assets

Dear Ms. Washburn:

Enclosed you will find the original and three copies of the above referenced Application. This Application is requesting the transfer of certain water systems from American Water Resources, Inc. to Peninsula Light Company. Please have this Application processed as soon as possible.

Sincerely,



RICHARD A. FINNIGAN

RAF/km
Enclosures

cc: Virgil Fox

BEFORE THE

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

IN THE MATTER OF THE)
APPLICATION TO TRANSFER) Docket No. UW-
CERTAIN WATER SYSTEMS FROM)
AMERICAN WATER RESOURCES,) APPLICATION
INC. TO PENINSULA LIGHT)
COMPANY)

COMES NOW American Water Resources, Inc. ("AWRI") and submits this application to transfer certain water systems listed on Exhibit A from AWRI to Peninsula Light Company, a Washington mutual corporation.

INTRODUCTION

The water systems to be transferred consist of wells, pumps, reservoirs, distribution mains, meters and appurtenances to serve approximately 140 customers and are located in Pierce, Mason and Kitsap Counties, Washington. The water systems include the normal storage and distribution facilities to serve the customers of the systems.

EXHIBITS

Pursuant to Chapter 480-143 WAC attached hereto are the following exhibits:

- Exhibit 1 - List of Water Systems
- Exhibit 2 - Instrument of Transfer
- Exhibit 3 - 1999 Annual Report of AWRI which contains a Financial Statement and a Statement of Liabilities and, as well, a Summary of Outstanding Securities.

THE TRANSFER IS IN THE PUBLIC INTEREST

This transfer of property is in the public interest because it places the water systems with the water purveyor that is more centrally located to the water systems being transferred and can more easily provide service to the customers of those systems.

REQUESTED RELIEF

Based on the foregoing, the AWRI requests approval of this application.

EXHIBIT 1

EXHIBIT A

LIST OF WATER SYSTEMS

Below is a list of the Systems included in the Sale:

<u>System</u>	<u>WFI #</u>	<u>Approved</u>	<u>Actual</u>	<u>Notes</u>
<u>PIERCE COUNTY</u>				
Carney Lake #332	61921E	6	5	
Groff #323	31006B	9	5	
SR 302 #2	356217	9	7	
SR 302 #3	36038	9	8	
Zimmerman #324	46601	7	5	
KeyRidge #306	48466	26	18	No Meters
Lackey #327	462143	8	5	No Meters
Campbell #326	25654H	6	7	
Jackson Lk #325	451287	9	9	
<u>KITSAP COUNTY</u>				
Edquist S. Kitsap #331	053464	6	6	
Cozy Lane #332	577897	9	6	
Moore Oak # 333	19659A	9	8	
Forest Creek # 368	259202	32	32	
Strawberry #361	06341A	6	5	
Old Sawmill #352	05785V	6	3	
<u>MASON COUNTY</u>				
Razor 1 #336	03942D	6	2	
Razor 2 #337	04049X	6	2	
Razor 3 #338	04042A	6	2	
Razor 4 #339	04299F	6	0	
Razor Place #335	03735E	6	3	
Dream Lane #340	047068	6	2	
		193	140	

EXHIBIT 2

AGREEMENT FOR THE PURCHASE
AND SALE OF WATER SYSTEMS

This Agreement for the Purchase and Sale of Water Systems ("Agreement") is dated this 20 day of March, 2001, and is executed by and between PENINSULA LIGHT COMPANY, a mutual corporation qualified to do business in Washington ("Buyer") and the AMERICAN WATER RESOURCES, INC. ("AWR"), a Washington corporation, ("Seller"). This Agreement is for the purchase and sale of 21 Water Systems and the Assets associated with the Water Systems. Buyer will acquire no stock or other interest in AWR. This Agreement shall become effective on the Effective Date (as defined below). Buyer and Seller are sometimes referred to herein collectively as Parties or individually as Party.

WHEREAS, Seller owns and operates 21 Water Systems serving end use consumers in west Pierce County, south Kitsap County and Mason County; and

WHEREAS, the Water Systems consist of 193 approved connections and 140 actual connections; and

WHEREAS, Seller wishes to sell, convey, assign and transfer to Buyer the Water Systems and all right, title and interest in all of the Assets, Regulatory Permits and any and all other property used or useful to provide water distribution service to end use consumers in the areas served by the Water Systems; and

WHEREAS, Buyer is a mutual corporation which is authorized to acquire, own and operate water distribution systems; and

WHEREAS, Buyer currently conducts business in Pierce County, including the operation of water distribution systems; and

WHEREAS, the acquisition by Buyer of all right, title and interest in the Water Systems, the Assets, Regulatory Permits and other property would benefit the current and future customers served by the subject Water Systems.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms.

1.1 For purposes of this Agreement, the terms set out below when used with initial capitalization are defined as follows:

1.1.1 "Assets" means the water rights, real property, easements, water storage facilities, water lines, meters, pumps, pipes, equipment, ~~inventory, tools, spare parts~~^{OR F}, the right to provide water service to consumers residing in the areas served by the Water Systems, goodwill and all other facilities, works, rights, privileges or property of any kind that is used or useful for the purpose of providing water distribution service to the end use consumers served by the Water Systems.

1.1.2 "Regulatory Permits" means any permits, authorizations, rights, franchises or licenses required by any federal, state or local agency or body with jurisdiction in order to own and operate the Water System.

1.1.3 "Water Systems" means the 21 Water Systems listed in Exhibit A including the Assets used to provide water distribution

service to end use consumers within the geographic areas served by the subject Water Systems, any Regulatory Permits and any and all other property or rights in respect of the Water Systems now or hereafter owned, granted or reserved to Seller.

2. Exhibits.

The following exhibits are attached to and are hereby made a part of this Agreement as if fully set forth herein:

Exhibit A—List of Water Systems being transferred by this Agreement.

Exhibit B—Deeds and conveyances of interests in real property (excluding easements).

Exhibit C—Assignment of Easements.

Exhibit D—Bill of Sale (for any personal property to be transferred).

Exhibit E—List of water rights being transferred.

Exhibit F—List of Regulatory Permits.

3. Sale and Purchase of Water System.

3.1 Seller hereby transfers, conveys and assigns to Buyer all right, title and interest in the following:

3.1.1 The Water Systems listed in Exhibit A; and

3.1.2 The real property listed in Exhibit B; and

3.1.3 The easements as provided in Exhibit C; and

3.1.4 The personal property listed in Exhibit D; and

3.1.5 The water rights listed in Exhibit E; and

3.1.6 The Regulatory Permits listed in Exhibit F, to the extent transferable; and

3.1.7 All rights of the Seller to provide water service to any persons residing within the geographic boundaries of the Water Systems; and

3.1.8 All Assets of the Water Systems not listed in paragraphs 3.1.1. through 3.1.7 above.

3.2 Buyer and Seller agree that in consideration of the conveyances, assignments and transfers set forth in subsection 3.1:

3.2.1 Buyer will own, operate and maintain the Water System and all extensions and additions thereto and shall have the right and obligation to provide water service to customers requesting such service within the geographic boundaries of the Water Systems. All revenues, charges and fees of any kind paid by customers of the

Water Systems after the Effective Date shall belong to Buyer. *Except that Accounts Receivable shall be pro rated to date of closing*

3.2.2 Buyer and Seller agree that the total purchase price is ONE HUNDRED FIFTY THOUSAND and NO HUNDREDTHS DOLLARS (\$150,000), payable in immediately available funds.

3.3 Seller agrees to provide Buyer with a complete and correct copy of the books and records of the Water Systems, as the Seller has in its possession including, without limitation, records concerning customer accounts, Regulatory Permits and compliance, system and engineering drawings, studies, information and data, current rate schedules and information and data used to establish rates and charges, an inventory of plant and equipment, and any other information or

data in Seller's possession which may be necessary or useful to Buyer for the operation of the Water Systems.

3.4 All equipment and personal property transferred to Buyer pursuant to this Agreement is transferred "where is, as is." Seller will transfer to Buyer any and all manufacturer and/or seller warranties applicable to such equipment included in the Assets.

4. Water Systems—Status.

The Water Systems presently have 140 connections. The Water Systems are authorized to have up to 193 connections.

5. Representations and Warranties.

5.1 Buyer hereby represents and warrants to Seller the following as of the Effective Date:

5.1.1 Buyer is a mutual corporation duly organized, validly existing and in good standing under the laws of the State of Washington with corporate power and authority to own and operate its businesses as presently conducted.

5.1.2 Buyer has the requisite corporate power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby. The execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Buyer, and no other corporate proceedings are necessary to authorize this Agreement or

the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered and constitutes legally valid and binding obligations of the Buyer, enforceable in accordance with its terms except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other law affecting the enforcement of creditors' rights generally or by general principals of equity.

5.1.3 There is no action pending or threatened, which, if decided adversely would, individually or in the aggregate, directly or indirectly adversely affect the financial condition or business of Buyer or prevent or delay it from performing its obligations under this Agreement, nor is there any outstanding judgment, decree or injunction or any statute, rule or order of any domestic or foreign court, governmental department, commission or agency which has or shall have, individually or in the aggregate, any such effect.

5.1.4 Buyer is in compliance with all foreign, federal, state and local laws and regulations applicable to its business or with respect to which compliance is a condition of engaging in the business thereof, except to the extent that failure so to comply would not have a material adverse affect on the financial condition or business of Buyer. Buyer has all material permits, licenses and franchises from governmental agencies required to conduct its business as now conducted.

5.2 Seller hereby represents and warrants to Buyer the following as of the Effective Date:

5.2.1 Seller is a for-profit business organization doing business as AMERICAN WATER RESOURCES, INC., which is duly organized, validly existing and in good standing under the laws of the State of Washington with power and authority to own and operate its businesses as presently conducted, and that any and all approvals necessary for this transaction have been or will be obtained from the appropriate business entities and governmental agencies.

5.2.2 Seller has the requisite power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby. The execution and delivery of this Agreement by Seller, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by Seller. This Agreement has been duly and validly executed and delivered by Seller and constitutes legally valid and binding obligations of Seller enforceable in accordance with their terms except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforcement of creditors' rights generally or by general principals of equity.

5.2.3 There is no action pending or threatened, which, if decided adversely to Seller, would, individually or in the aggregate, directly or indirectly materially adversely affect the financial condition or business of the Seller or prevent or delay Seller from performing its obligations under this Agreement, nor is there any outstanding judgment, decree or injunction of any statute, rule or order of any domestic or foreign court, governmental department, commission or agency which has or shall have, individually or in the aggregate, any such effect.

5.2.4 Seller is in compliance except as disclosed with all foreign, federal, state and local laws and regulations applicable to its business or with respect to which compliance is a condition of engaging in the business thereof, except to the extent that failure so to comply would not have a material adverse affect on the financial condition or business of Seller. Seller has all material permits, licenses and franchises from governmental agencies required to conduct its business as now conducted.

5.2.5 Seller has disclosed to Buyer in writing any and all complaints regarding water quality and water quantity, and any and all citations and violations of state and federal regulations or standards applicable to the Water Systems which have occurred in the five years preceding the date of this Agreement.

or during term of Seller's ownership if shorter time -

5.2.6 Seller has valid easements, licenses or permits for all existing
Water System facilities and all such easements are assigned and
conveyed to Buyer pursuant to this Agreement.

MF
That exist are described in Exhibit C.

6. Effective Date and Tax Liability.

6.1 The date of closing of this sale and purchase and the transfer of ownership of the Water Systems ("Effective Date") shall be the date upon which this Agreement has been duly executed by both Parties, the Seller has received regulatory approval for the transfer from the Washington Utilities and Transportation Commission on terms acceptable to the Seller and the Buyer and evidence of WUTC approval and any other regulatory approvals necessary for the transfer of the Water Systems from Seller to Buyer have been received by Buyer.

6.2 Buyer shall be liable for and shall pay any and all excise or other taxes, recording fees, escrow fees, transfer costs of appropriation permit which arise from the sale and purchase set forth in this Agreement.

7. Allocation of Purchase Price.

Buyer and Seller hereby agree that the reasonable fair market value of the personal property transferred to Buyer is \$ 4,200⁰⁰.

8. Survival and Enforceability of Terms and Conditions.

The terms and conditions contained in this Agreement shall survive the completion of the transfer of the water system and this Agreement and are enforceable by the parties hereto.

9. Indemnities.

9.1 Seller shall indemnify fully, hold harmless and defend Buyer and its affiliates, and principals, elected officials, officers, directors, employees and agents

and each them from and against any and all losses, costs, damages, liabilities, claims, demands, penalties, expenses, causes of action and interest, including, without limitation reasonable attorneys fees, directly or indirectly arising out of, resulting from or related to actions of the Seller prior to the Effective Date and performance under this Agreement, including, without limitation any damage to or destruction of property of, or death of or bodily injury to, persons (whether they are employees of a party or any subcontractor, or are persons unaffiliated with the parties) but only to the extent and in the proportion caused or contributed to by the Seller's fault, intentional act, negligence or strict liability or alleged fault, except as may result from actions or omissions of Seller.

9.2 Buyer shall indemnify fully, hold harmless and defend Seller and its affiliates, and principals, elected officials, officers, directors, employees and agents and each them from and against any and all losses, costs, damages, liabilities, claims, demands, penalties, expenses, causes of action and interest, including, without limitation reasonable attorneys fees, directly or indirectly arising out of, resulting from or related to actions of the Buyer subsequent to the Effective Date and performance under this Agreement, including, without limitation any damage to or destruction of property of, or death of or bodily injury to, persons (whether they are employees of a party or any subcontractor, or are persons unaffiliated with the parties) but only to the extent and in the proportion caused or contributed to by the Buyer's fault, intentional act, negligence or strict liability or alleged fault, except as may result from actions or omissions of Seller.

9.3 This indemnity is for the exclusive benefit of the Indemnified Parties and shall not inure to the benefit of any other party.

9.4 The indemnifying Party shall indemnify in full, hold harmless and defend the indemnified Parties from and against any and all indemnification damages that the indemnified Parties may hereafter suffer or pay by reason of (i) the failure of the indemnifying Party to comply with applicable laws or applicable permits, except as a non-compliance has been disclosed herein or related to water quality issues raised by a third party or which becomes known to Seller after the Effective Date, or (ii) any material breach by the indemnifying Party of any representation or any other term, covenant, condition or provision of this Agreement.

9.5 Promptly after receipt by the indemnified Party of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnity provided for in this Section 9 may apply, the indemnified Party shall notify the indemnifying Party in writing of such fact. The indemnifying Party shall assume on behalf of the indemnified Party and conduct with due diligence and in good faith the defense thereof with counsel reasonably satisfactory to the indemnified Party; provided, however, that the indemnified Party shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both the indemnifying Party and the indemnified Party, the indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or additional to,

or consistent with, those available to the indemnifying Party, the indemnified Party shall have the right to select separate counsel to participate in the defense of such action on its own behalf at its own expense.

10. Waiver.

Except as otherwise provided herein or agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Party of its rights with respect to a default under this Agreement or with any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter.

11. Specified Third Party Beneficiaries.

The Parties intend that there shall be no third party beneficiaries with rights, obligations and remedies under this Agreement.

12. Amendment.

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both parties.

13. Entire Agreement; Headings.

This Agreement sets forth the entire agreement of the Parties and supersedes any and all prior agreements with respect to the subject matter of this Agreement. The rights and obligations of the Parties hereunder shall be subject and governed by this Agreement. The headings used herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

14. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). Except in respect of a lawsuit or judicial action or proceeding commenced by a third party in any other jurisdiction, the Parties (i) agree that any lawsuit or judicial action or proceeding arising out of or relating to this Agreement may be heard in the Superior Court of the State of Washington in and for Pierce County or in the United States District Court for the Western District of Washington at Tacoma, and (ii) waive any objection to the laying of the venue of any such suit, action or proceeding.

15. Rights and Remedies Cumulative.

All rights and remedies of either Party under this Agreement and at law and in equity shall be cumulative and not mutually exclusive and the exercise of one right or remedy shall not be deemed a waiver of any other right or remedy. Nothing contained in any provision of this Agreement shall be construed to limit or exclude any right or remedy of either Party (arising on account of the breach or default by the other Party or otherwise) now or hereafter existing under any other provision of this Agreement, at law or in equity.

16. Further Assurances.

Each Party hereby covenants and agrees to do all things necessary or advisable, including but not limited to the preparation, execution, delivery and recording of any instruments or agreements, in order to confirm and assure the intent and purpose of this Agreement.

17. Signature Clause. Each of the undersigned signatories represents and warrants that he or she has all the necessary and proper authorization to execute and deliver this Agreement on behalf of the Party on behalf of which he or she is signing.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

PENINSULA LIGHT COMPANY

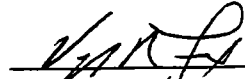


By: Robert E. Orton
Its: Chief Executive Officer

MARCH ²⁰

DATED: ~~February~~ 20, 2001

AMERICAN WATER RESOURCES, INC.



By: Virgil R. Fox
Its: President

March ²¹

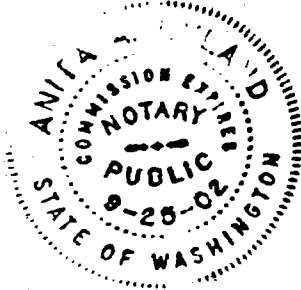
DATED: ~~February~~ 21, 2001

NOTARIZATION OF SIGNATURE

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day personally appeared before me Robert E. Orton to me known to be the Chief Executive Officer of Peninsula Light Company and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my official seal this 20th day of March, 2001.



Anita A. Ryland
(Notary's Signature)
Anita A. Ryland
(Notary's Name Typed/Printed)
NOTARY PUBLIC in and for the State of
Washington, residing at Pierce Co.
My appointment expires 9-25-02

NOTARIZATION OF SIGNATURE

STATE OF WASHINGTON)
) ss.
COUNTY OF LEWIS ~~PIERCE~~)

On this day personally appeared before me Vigil R Fox to me known to be the President of American Water Resources, Inc. and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my official seal this 21 day of March, 2001.



Katherine S Woods
(Notary's Signature)
KATHERINE S WOODS
(Notary's Name Typed/Printed)
NOTARY PUBLIC in and for the State of
Washington, residing at Centralia
My appointment expires 11-17-01

EXHIBIT A

LIST OF WATER SYSTEMS

Below is a list of the Systems included in the Sale:

<u>System</u>	<u>WFI #</u>	<u>Approved</u>	<u>Actual</u>	<u>Notes</u>
<u>PIERCE COUNTY</u>				
Carney Lake #332	61921E	6	5	
Groff #323	31006B	9	5	
SR 302 #2	356217	9	7	
SR 302 #3	36038	9	8	
Zimmerman #324	46601	7	5	
KeyRidge #306	48466	26	18	No Meters
Lackey #327	462143	8	5	No Meters
Campbell #326	25654H	6	7	
Jackson Lk #325	451287	9	9	
<u>KITSAP COUNTY</u>				
Edquist S. Kitsap #331	053464	6	6	
Cozy Lane #332	577897	9	6	
Moore Oak # 333	19659A	9	8	
Forest Creek # 368	259202	32	32	
Strawberry #361	06341A	6	5	
Old Sawmill #352	05785V	6	3	
<u>MASON COUNTY</u>				
Razor 1 #336	03942D	6	2	
Razor 2 #337	04049X	6	2	
Razor 3 #338	04042A	6	2	
Razor 4 #339	04299F	6	0	
Razor Place #335	03735E	6	3	
Dream Lane #340	047068	6	2	
		193	140	

EXHIBIT B

**DEEDS AND CONVEYANCES OF INTERESTS IN REAL
PROPERTY
(excluding easements)**

COU. KITSAP

TH. TO CERTIFY that the document to which this certificate is affixed, is a true and correct copy as the same appears on record in the office of the Kitsap County Auditor.

WITNESS my hand and Official Seal this 16th day of Dec 1997

KAREN FLANN Kitsap County Auditor
By: *[Signature]*
Deputy



3056626
Page: 1 of 2
12/11/97 12:28P
Kitsap Co. WA

WHEN RECORDED RETURN TO:

RICHARD A. FINNIGAN
Attorney at Law
2405 Evergreen Park Drive SW, Suite B-1
Olympia, WA 98502

QUIT CLAIM DEED

Tax Account No. 4422-000-034-002

THE GRANTORS, ALTON H. and MARIE A. BARKER, husband and wife, for good and valuable consideration, convey and quit claim to AMERICAN WATER RESOURCES, INC., a Washington corporation, the following described real estate, situate in the County of Kitsap, State of Washington, together with all after acquired title of the Grantor therein:

Forest Creek Park Block 000 Lot 34 Kitsap County

DATED this 13th day of December, 1997.

EXCISE # 8717.53.40
BY KITSAP COUNTY DEC 11 1997

GRANTORS:

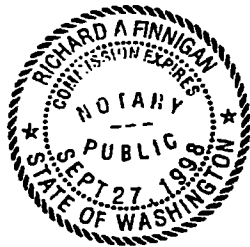
[Signature: Alton H. Barker]
ALTON H. BARKER and

[Signature: Marie A. Barker]
MARIE A. BARKER

STATE OF WASHINGTON)
County of Thurston) ss.

On this day personally appeared before me ALTON H. and MARIE A. BARKER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of November, 1997.



Richard A. Finnigan
Richard A Finnigan
[Printed Name]
NOTARY PUBLIC in and for the State of
Washington, residing at Allyn
My commission expires: 9/27/98

10207.qcd



3056626
Page: 2 of 2
12/11/97 12:29P
Kitsap Co. WA

EXHIBIT C

**ASSIGNMENT OF EASEMENTS, PERMITS AND
AUTHORIZATIONS**

TRANSFER OF EASEMENTS, PERMITS AND AUTHORIZATIONS

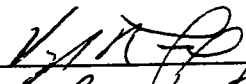
AMERICAN WATER RESOURCES, INC. hereby transfers, conveys and assigns to PENINSAUL LIGHT COMPANY all right, title and interest in the following:

Any and all easements, franchises, permissions and authorizations for the installation, repair, maintenance, upgrading, operation and use of water distribution facilities of any and all types, that are associated with the 21 Water Systems located in Pierce, Kitsap and Mason Counties, that are the subject matter of the Purchase and Sale Agreement to which this Exhibit C is attached.

Copies of all such easements, franchises, permissions and authorizations as are in the possession of American Water Resources, Inc. are attached to this Exhibit C as attachment 1. The Parties recognize that additional easements, copies of which are not currently in the possession of AWR may exist and it is intended that any such additional easements or rights of access of use are included in this conveyance.

Dated this ____ day of March, 2001.

AMERICAN WATER RESOURCES, INC.

By: 
Its: President

**DECLARATION OF COVENANT
FOR A
COMMUNITY WELL**

The undersigned owners in fee simple of the land described herein, hereby declare this covenant and place same of record as their free and voluntary act and deed.

RECITALS

1. Grantors, Robert W. and Marilyn J. Dick are the owners in fee simple subject to a note and Deed of Trust, of the following described real estate situated in Mason County, State of Washington, to wit:

Tract 32 of a survey filed in Vol.5 of Surveys, Pages 94, 95 and 96 under Mason County Auditor's File No. 366040.

2. Grantees herein, Robert W. and Marilyn J. Dick, are the owners in fee simple subject to a note and Deed of Trust, of the following described real estate situated in Mason County, State of Washington, to wit:

Tract 32 of a survey filed in Vol.5 of Surveys, Pages 94, 95 and 96 under Mason County Auditor's File No. 366040.

3. The grantees wish to own and operate a well and waterworks supplying water for public use on the following described real estate situated in Mason County, State of Washington, to wit:

Tract 32 of a survey filed in Vol.5 of Surveys, Pages 94, 95 and 96 under Mason County Auditor's File No. 366040.

4. The purpose of the grants and covenants contained herein is to prevent certain practices hereinafter enumerated in the use of said grantor's land which might contaminate grantee's water supply.

RECORDED 8.00 FILED _____
 REEL 633 FRAME _____
 AUDITOR MASON COUNTY
 ALLAN T. BROTCHE

94 AUG -1 PM 4:46

REQUEST OF:

Sidney Bechtolt, Jr
 E 2680 Agate Rd
 Shelton, Wa 98584

DECLARATION OF COVENANT
FOR A
COMMUNITY WELL

*Revised #4
339*

The undersigned owners in fee simple of the land described herein, hereby declare this covenant and place same of record as their free and voluntary act and deed.

RECITALS

- 1. Grantors, Steven R. and Marla M. Hunt, are the owners in fee simple subject to a note and Deed of Trust, of the following described real estate situated in Mason County, State of Washington, to wit:

Tract 5 of Survey recorded in Volume 15, page 43 of Surveys under Auditor's File No. 511849, Records of Mason County, Washington.

- 2. Grantees herein, Steven R. and Marla M. Hunt, are the owners in fee simple subject to a note and Deed of Trust, of the following described real estate situated in Mason County, State of Washington, to wit:

Tract 5 of Survey recorded in Volume 15, page 43 of Surveys under Auditor's File No. 511849, Records of Mason County, Washington.

- 3. The grantees wish to own and operate a well and waterworks supplying water for public use on the following described real estate situated in Mason County, State of Washington, to wit:

Tract 5 of Survey recorded in Volume 15, page 43 of Surveys under Auditor's File No. 511849, Records of Mason County, Washington.

- 4. The purpose of the grants and covenants contained herein is to prevent certain practices hereinafter enumerated in the use of said grantor's land which might contaminate grantee's water supply.

RECORDED 800 FILED _____
REEL 653 FRAME _____
AUDITOR MASON COUNTY
ALLAN T. BROTCHE

95 JAN -3 PH 4: 41

REQUEST OF:

*Agate Land Surveying
E. 2680 Agate Rd.
Shelton, Wa. 98584*

589392

DECLARATION OF COVENANT

FOR

A COMMUNITY WELL

RECORDED 8.00 FILED
REEL 25 FRAME 759-760
AUDITOR MASON COUNTY
ALLAN T. BROTCHE

94 JUN -8 PM 4:35

REQUEST OF:

Sid Bechtolt

The undersigned owners in fee simple of the land described herein, hereby declare this covenant and place same of record as their free and voluntary act and deed.

RECITALS

1. Grantor(s), MICHAEL C. AND LEE ANN HAUGEN are the owners in fee simple subject to a note and Deed of Trust, of the following described real estate situated in Mason County, State of Washington, to wit: TRACT 6 OF SURVEY RECORDED IN VOLUME 15 OF SURVEYS, PAGES 35 AND 36, UNDER AUDITOR'S FILE # 511090, AND RE-RECORDED IN VOLUME 15 OF SURVEYS, PAGES 43 AND 44, UNDER AUDITOR'S FILE # 511849.
2. Grantees herein, STEVEN R. AND MARLA M. HUNT are the owners in fee simple subject to a note and Deed of Trust of the following described real estate situated in Mason County, State of Washington, to wit: TRACT 5 OF SURVEY RECORDED IN VOLUME 15 OF SURVEYS, PAGES 35 AND 36, UNDER AUDITOR'S FILE # 511090, AND RE-RECORDED IN VOLUME 15 OF SURVEYS, PAGES 43 AND 44, UNDER AUDITOR'S FILE # 511849.
3. The grantees wish own and operate a well and waterworks supplying water for public use on the following described real estate situated in Mason County, State of Washington, to wit: TRACT 5 OF SURVEY RECORDED IN VOLUME 15 OF SURVEYS, PAGES 35 AND 36, UNDER AUDITOR'S FILE # 511090, AND RE-RECORDED IN VOLUME 15 OF SURVEYS, PAGES 43 AND 44, UNDER AUDITOR'S FILE # 511849.
4. It is the purposed of the grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor's land which might contaminate grantee's water supply.

COVENANTS

1. NOW, THEREFORE, the grantors agree and covenant that said grantors, their heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon grantor's land and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption and subsequent to the date the well is created, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drainfields, manure pile, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the

599232

Parer #3 338

**DECLARATION OF COVENANT
FOR A
COMMUNITY WELL**

The undersigned owners in fee simple of the land described herein, hereby declare this covenant and place same of record as their free and voluntary act and deed.

RECITALS

- 1. Grantors, Robert and Marilyn Dick & Harry and Mary Davis, are the owners in fee simple subject to a note and Deed of Trust, of the following described real estate situated in Mason County, State of Washington, to wit:

Tract 8 of Survey recorded in Volume 15, page 43 of Surveys under Auditor's File No. 511849, Records of Mason County, Washington.

- 2. Grantees herein, Wes and Joyce Tallman, are the owners in fee simple subject to a note and Deed of Trust, of the following described real estate situated in Mason County, State of Washington, to wit:

Tract 9 of Survey recorded in Volume 15, page 43 of Surveys under Auditor's File No. 511849, Records of Mason County, Washington.

- 3. The grantees wish to own and operate a well and waterworks supplying water for public use on the following described real estate situated in Mason County, State of Washington, to wit:

Tract 9 of Survey recorded in Volume 15, page 43 of Surveys under Auditor's File No. 511849, Records of Mason County, Washington.

- 4. The purpose of the grants and covenants contained herein is to prevent certain practices hereinafter enumerated in the use of said grantor's land which might contaminate grantee's water supply.

RECORDED 800 FILED _____
REEL 648 FRAME _____
AUDITOR MASON COUNTY
ALLAN T. BROTCHE

94 NOV 22 PM 4: 30

REQUEST OF:
Sidney Bechtolt, Jr

589393

Handwritten:
337

RECORDED 8.00 FILED
REEL 625 FRAME 761-762
AUDITOR MASON COUNTY
ALLAN T. BROTCHE

DECLARATION OF COVENANT

FOR

94 JUN -8 PM 4:37

A COMMUNITY WELL

REQUEST OF:

Handwritten: Sid Bechtolt

The undersigned owners in fee simple of the land described herein, hereby declare this covenant and place same of record as their free and voluntary act and deed.

RECITALS

1. Grantor(s), WES AND JOYCE TALLMAN are the owners in fee simple subject to a note and Deed of Trust, of the following described real estate situated in Mason County, State of Washington, to wit:

2. Grantees herein, MARILYN & BOB DICK AND MARY & HARRY DAVIS are the owners in fee simple subject to a note and Deed of Trust of the following described real estate situated in Mason County, State of Washington, to wit: TRACT 8, OF A SURVEY FILED IN VOL. 15 OF SURVEYS, PG. 43, UNDER AF# 511849 RECORDS OF MASON Co. WASH. AP# 22223-77-00080

3. The grantees wish own and operate a well and waterworks supplying water for public use on the following described real estate situated in Mason County, State of Washington, to wit:

4. It is the purposed of the grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor's land which might contaminate grantee's water supply.

COVENANTS

1. NOW, THEREFORE, the grantors agree and covenant that said grantors, their heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon grantor's land and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption and subsequent to the date the well is created, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drainfields, manure pile, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the

**DECLARATION OF COVENANT
FOR A
COMMUNITY WELL**

The undersigned owners in fee simple of the land described herein, hereby declare this covenant and place same of record as their free and voluntary act and deed.

RECITALS

1. Grantors, Robert and Marilyn Dick & Harry and Mary Davis, are the owners in fee simple subject to a note and Deed of Trust, of the following described real estate situated in Mason County, State of Washington, to wit:

Tract 8 of Survey recorded in Volume 15, page 43 of Surveys under Auditor's File No. 511849, Records of Mason County, Washington.

2. Grantees herein, Robert and Marilyn Dick & Harry and Mary Davis, are the owners in fee simple subject to a note and Deed of Trust, of the following described real estate situated in Mason County, State of Washington, to wit:

Tract 8 of Survey recorded in Volume 15, page 43 of Surveys under Auditor's File No. 511849, Records of Mason County, Washington.

3. The grantees wish to own and operate a well and waterworks supplying water for public use on the following described real estate situated in Mason County, State of Washington, to wit:

Tract 8 of Survey recorded in Volume 15, page 43 of Surveys under Auditor's File No. 511849, Records of Mason County, Washington.

4. The purpose of the grants and covenants contained herein is to prevent certain practices hereinafter enumerated in the use of said grantor's land which might contaminate grantee's water supply.

RECORDED 800 FILED _____
REEL 650 FRAME _____
AUDITOR MASON COUNTY
ALLAN T. BROTCHE

94 DEC -7 AM 9: 14

REQUEST OF:

Sid Bechtolt, Jr.

E. 2680 Azate Rd.

Shelton, WA. 98584

COVENANTS

1. NOW, THEREFORE, the grantor agrees and covenants that said grantors, their heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon grantor's land within 100 feet of the well herein described, so long as same is operated to furnish water for public consumption and subsequent to the date the well is created, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pig pens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides within said 100 feet.
2. These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein, or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS our hand this 2nd day of December, 1994.

Marilyn J. Dick
Grantor

Mary J. Davis
Grantor

State of Washington)
County of MASON) ss.

I, the undersigned, a Notary Public in and for the abovenamed County and State, do hereby certify that on this 2nd day of Dec., 1994, personally appeared before me Robert & Marilyn Dick & Harry & Mary Davis to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Joan Wilkins
NOTARY PUBLIC in and for the State of Washington
residing at Belfair
My commission expires: 5-15-97

Parol #1
336

DECLARATION OF COVENANT

I (we) the undersigned, owner(s) in fee simple of the land described herein, hereby declare this covenant and place same on record.

I (we) the grantor(s) herein, am (are) the owner(s) in fee simple of (an interest in) the following described real estate situated in IMASON County, State of Washington; to wit:

See Attached

on which the grantor(s) owns and operates a well and waterworks supplying water for public use located on said real estate, at:

See Attached

and grantor(s) is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor(s) water supply.

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantor(s), his (her) (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor(s) and within 100 (One Hundred) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as septic tanks and drainfields, sewerlines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

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

WITNESS Our hand this 15th day of November, 19 94.

[Signature] (Seal)

[Signature] (Seal)
Grantor(s)

State of Washington)
County of Kitsap)

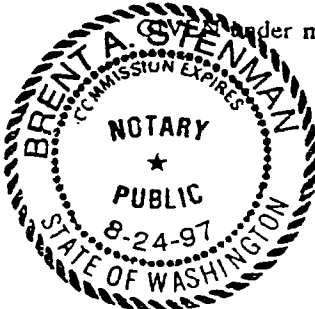
I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 15th day of November, 19 94, personally appeared before me Wes Tallman and Joyce Tallman to me known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Under my hand and official seal the day and year last above written.

Brent A. Stenman

Notary Public in and for the State of Washington, residing at

Levenson, Kitsap County
My Commission Expires: 8-24-97



Legal Description

PARCEL 1:

TRACT 9 OF SURVEY RECORDED IN VOLUME 15 OF SURVEYS, PAGES 35 AND 36, AS RECORDED UNDER AUDITOR'S FILE NO. 511090 AND RE-RECORDED IN VOLUME 15 OF SURVEYS, PAGES S43 AND 44, UNDER AUDITOR'S FILE NO. 511849 AND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 2 WEST, W.M., IN MASON COUNTY, WASHINGTON.

PARCEL 2:

TOGETHER WITH AND SUBJECT TO THOSE EASEMENTS FOR ROAD AND UTILITY PURPOSES AS SET FORTH ON THE SURVEY RECORDED IN VOLUME 15 OF SURVEYS, PAGE 35 AND 36 UNDER AUDITOR'S FILE NO. 511090.

RECORDED 8.00 FILED.
REEL 648 FRAME
AUDITOR MASON COUNTY
ALLAN T. BROTCHE

94 NOV 22 PM 4:36

REQUEST OF:

Sidney Bechtolt, Jr.

#1352 Sec 11



3045307
Page: 1 of 1
10/09/97 11:22A
Kitsap Co, WA

EASEMENT FOR UTILITIES

The Grantor, Chaffey Homes, Incorporated, for and in consideration of the sum of One Dollar in hand paid, receipt of which is hereby acknowledged, does hereby grant, sell, and convey LEWIS COUNTY UTILITY CORPORATION, Grantee, its successors and assigns, an easement through, under and across, upon and in the following described real property, situate in Kitsap County, Washington:

THAT PORTION OF LOT 'A' OF SHORT PLAN NO 6766, AS RECORDED UNDER AUDITOR'S FILE NO. 9602080168, PER RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A 10 - FOOT WIDE STRIP OF LAND, THE EAST LINE OF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 'B' OF THE ABOVE SAID SHORT PLAT NO. 6766; THENCE ALONG THE LINE COMMON TO SAID LOTS 'A' AND 'B', S 01° 29' 37" E - 83 FEET TO THE TRUE POINT OF BEGINNING THENCE N 01° 29' 37" W - 93 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 'A' AND THE TERMINUS. SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, T 24 N R 1 E, W.M.

See Exhibit 'A' attached hereto.

EXCISE TAX EXEMPT OCT 9 1997

For construction, operation and maintenance, repair, and replacement of utility lines and appurtenances thereto.

This Easement is granted with the understanding that the property affected will be returned to a condition equal to its original condition by the Grantee upon completion of any construction.

Dated this 30th day of Sept. 1997.

Seafirst Bank

Terrence R. Mackle V.P.
as Lender

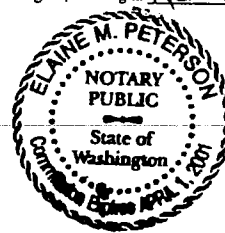
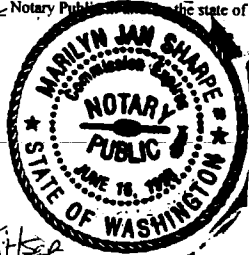
Chaffey Homes, Inc.

Rick LaBow
Rick LaBow, General Manager

STATE OF WASHINGTON COUNTY OF King

On this 30th day of Sept, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Terrence Mackle to me known to be the Vice President of Seafirst Bank the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.
Marilyn Jan Sharpe Notary Public in and for the state of Washington, residing at Redmond, WA



STATE OF WASHINGTON COUNTY OF Kitsap

On this 2nd day of October, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rick LaBow to me known to be the General Manager of Chaffey Homes the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.
Elaine M. Peterson Notary Public in and for the state of Washington, residing at Silverdale, WA

Pacific Northwest Title

9951 Mickelberry Road, N.W. · P.O. Box 3607
Silverdale, Washington 98383
(360) 692-4141 · Fax (360) 692-8001

Starberry 361

SUPPLEMENTAL COMMITMENT REPORT

Title Order No.: 32035501

Supplemental No.: 5

PACIFIC NORTHWEST TITLE
9951 MICKELBERRY ROAD NW #201
SILVERDALE, WA 98383
RE: HERITAGE HOMES/ORANTE
Attention: ARLENE CLAYTON-RUUD/31023114

Lender Loan No.: 8557672

The following matters affect the property covered by this order:

- 12. Type of Document: NOTICE TO FUTURE PROPERTY OWNERS
Dated: June 9, 1997
Recorded: June 13, 1997
Recording Number: 3023433
- 13. Type of Document: EASEMENT AND WELL MAINTENANCE AGREEMENT
Recorded: June 13, 1997
Recording Number: 3023434
- 14. Easement, and terms and conditions thereof, affecting a portion of said premises and for the purpose hereinafter stated, as disclosed by Instrument recorded on June 13, 1997, under KITSAP County Auditor File No. 3023435.
For: PIPELINE AND PUMP HOUSE
Affects: PORTION OF SAID PREMISES

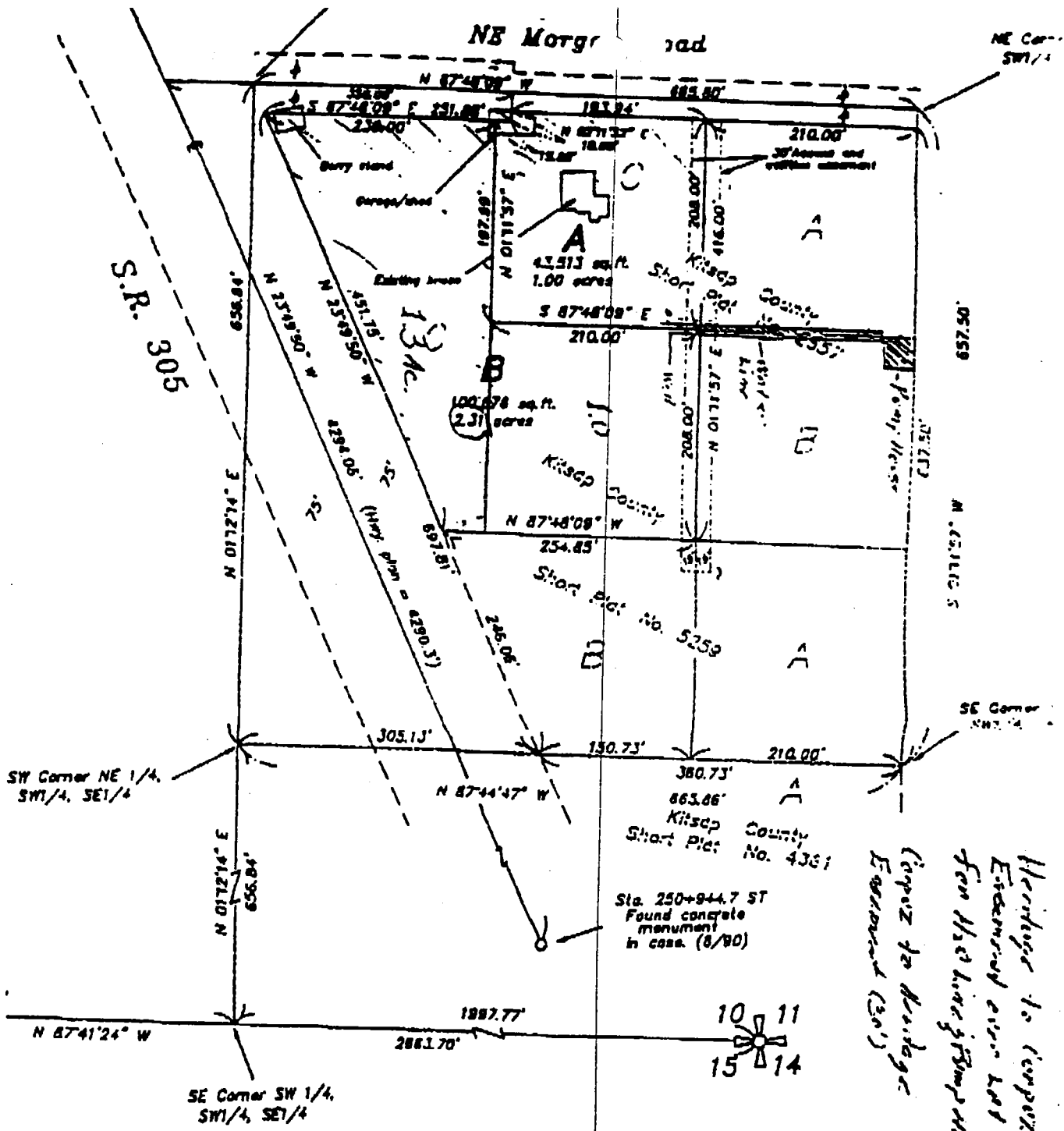
Except as to the matters reported hereinabove, the title to the property covered by this order has NOT been examined.

Dated as of June 19, 1997 at 8:00 a.m.

PACIFIC NORTHWEST TITLE COMPANY OF KITSAP COUNTY, I

Carl Speck

By: _____



Original Parcels
Heritage Homes
Boundary Line Adjustment

<p>a portion of SW 1/4, SE 1/4 Sec. 10, T. 25N., R. 2E., W.M. City of Bainbridge Island,</p>	<p>ADAM & G L 19062 HIGHWAY POULSBORO, WA 9</p>
--	--

After Recd. Return to:
George C. Hickman, Jr.
Attorney at Law
P.O. Box 10291
Bainbridge Is., WA 98110



3023435
Page: 1 of 4
06/13/97 03:29P
Kitsap Co. WA

Auditor's Information

Document Title:	EASEMENT
Grantor:	(1) Heritage Homes, Inc. and (2) Zenaida Corpuz
Grantee:	(1) Heritage Homes, Inc. and (2) Zenaida Corpuz
Abbreviated Legal Description:	Lots A, B, C of Short Plat 2657 and Lots A and C of Short Plat 5259, each in Section 10, T25N, R2E, WM
Full Legal Description:	Pages 1 and 2
Assessor's Tax Parcel Nos.:	(1) 102502-4-030-2009 (2) 102502-4-031-2008 (3) 102502-4-014-2009 (4) 102502-4-040-2007, and (5) 102502-4-042-2005.

EASEMENT

This Easement is entered into by Heritage Homes, Inc. owner of Parcels 1, 2, 4, and 5 and Zenaida Corpuz, a single woman, owner of Parcel 3. The parties own adjacent real property in the City of Bainbridge Island, Kitsap County, Washington. The parties previously entered into an Easement and Well Maintenance Agreement, which Agreement will be recorded with the Kitsap County Auditor contemporaneously with this Easement.

The parties desire to create water pipeline and pump house easements to establish the legal ability of the parties to bring water from the well on Parcel 3 to the pump house on Parcel 2, for distribution to each of the users of the water from that well.

The parcels of land covered by this Easement are located in Kitsap County, Washington and described as follows:

PARCEL 1 Tax Parcel No. 102502-4-030-2009.

Lot A of Short Plat 2657, as recorded under Kitsap County Auditor's File No. 8108170155, being a portion of the Southeast Quarter, Section 10, Township 25 N. Range 2 East, W.M.

EXCISE TAX EXEMPT JUN 13 1997

PARCEL 2 Tax Parcel No. 102502-4-031-2008.

Lot B of Short Plat 2657, as recorded under Kitsap County Auditor's File No. 8108170155, being a portion of the Southeast Quarter, Section 10, Township 25 N. Range 2 East, W.M.

PARCEL 3 Tax Parcel No. 102502-4-014-2009.

Lot C of Short Plat 2657, as recorded under Kitsap County Auditor's File No. 8108170155, being a portion of the Southeast Quarter, Section 10, Township 25 N. Range 2 East, W.M.

PARCEL 4 Tax Parcel No. 102502-4-040-2007

Lot A of Short Plat 5259, as recorded under Kitsap County Auditor's File No. 9009110101, being a portion of the Southwest quarter of the Southeast quarter, Section 10, Township 25 N. Range 2 East, W.M.

PARCEL 5 Tax Parcel No. 102502-4-042-2005

Lot C of Short Plat 5259, as recorded under Kitsap County Auditor's File No. 9009110101, being a portion of the Southwest quarter of the Southeast quarter, Section 10, Township 25 N. Range 2 East, W.M.

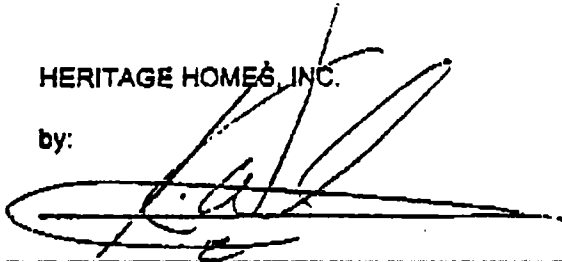
The owners of each parcel agree as follows:

1. Water Pipeline Easement. The owners of Parcels 1, 2, and 3 hereby grant to the owners of each other Parcel an underground water pipeline easement across the North 10 feet of Parcel 2, the South 10 feet of Parcel 1, and the South 25 feet of the East 30 feet of Parcel 3.
2. Pumphouse Easement. The owner of Parcel 2 hereby grants to the owners of each other parcel an easement for the use and maintenance of a pumphouse, to serve the well mentioned above, over the North 30 feet of the East 50 feet of Parcel 2.
3. Run with the Land. The rights and responsibilities set out herein shall run with the land and be binding on all heirs, assigns, and others successors in interest.

DATED this 10th day of June, 1997.

HERITAGE HOMES, INC.

by:



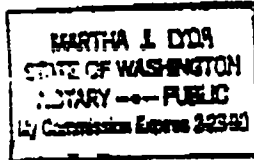
* Zenaída Corpuz
ZENAIDA CORPUZ



STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Zenaida Corpuz, a single woman, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 10th day of June, 1997.

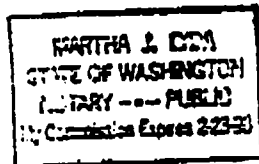


Martha J. DDA
NOTARY PUBLIC in and for the State of Washington. My Appointment Expires: 02/23/98

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Heritage Homes, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 13th day of June, 1997.



Martha J. DDA
NOTARY PUBLIC in and for the State of Washington. My Appointment Expires: 02/23/98



3023435
Page: 3 of 4
06/13/97 03:28P
Kitsap Co. WA

WHEN RECORDED RETURN TO:

NAME: Puget Sound Mortgage and Escrow, Inc.
ADDRESS: P. O. BOX 11290
CITY, STATE, ZIP: Bellevue Island, WA. 98110



PWT 32034044 E

3023434
Page: 1 of 13
05/13/97 03:15P
Kitsap Co. WA

Chicago Title Insurance Company

DOCUMENT TITLE(s)
 1. Easement and Well Maintenance Agreement
 2.
 3.
 4.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED: _____
 Additional numbers on page _____ of document

GRANTOR(s):
 1. Zenaida Corpuz
 2. Heritage Homes, Inc.
 3.
 Additional names on page _____ of document

GRANTEE(s):
 1. Zenaida Corpuz
 2.
 3. Heritage Homes, Inc.
 Additional names on page _____ of document

LEGAL DESCRIPTION

Lot-Unit:	Block:	Volume:	Page:
Plat Name:			
Quarter/Quarter:	s/e	Section: 10	Township: 25 North Range: 2 East

Additional legal description is on page _____ of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):
 1. 102502-4-030-2009, 102502-4-031-2008, 102502-4-014-2009,
 2. 102502-4-040-2007 and 102502-4-042-2005
 3.

The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

EASEMENT AND WELL MAINTENANCE AGREEMENT

WHEREAS, Heritage Homes Inc. own and have title to the real property, herein referred to as Lot A Short Plat No. 2657 and described in Attachment A;

AND WHEREAS, Heritage Homes Inc. own and have title to the real property, herein referred to as Lot B Short Plat No. 2657 and described in Attachment B;

AND WHEREAS, Zenaida Corpuz own and have title to the real property, herein referred to as Lot C Short Plat No. 2657 and described in Attachment C;

AND WHEREAS, Heritage Homes Inc. own and have title to the real property, herein referred to as Lot A Short Plat No. 5259 and described in Attachment D;

AND WHEREAS, Heritage Homes Inc. own and have title to the real property, herein referred to as Lot C Short Plat No. 5259 and described in Attachment E;

AND WHEREAS, the well is located on Lot C Short Plat No. 2657 for the mutual use and benefit of Lots A, B & C of Short Plat 2657 and Lots A & C of Short Plat 5259;

AND WHEREAS, the above-named property owners of the above described property, desire to establish a waterline easement, and to enter into a well maintenance agreement and create a maintenance obligation for and on their behalf and on behalf of their grantees, successors, and assigns in ownership of the above-described property;

EXCISE TAX EXEMPT JUN 13 1997

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the above-named property owners of the above described property (hereinafter "parties" or "owners") hereby covenant and agree for themselves and their grantees, successors and assigns in the above-described real property as follows:

- 1) **GRANT OF EASEMENT.** Zenaida Corpuz, does hereby grant and convey to Heritage Homes Inc. and/or assigns, for the use and benefit of Lots A & B Short Plat 2657 and Lot A & B Short Plat 5259, an easement on and across Lot C Short Plat 2657 for the joint use of the well currently located on said Lot and for ingress and egress for the maintenance of the waterlines serving Lots A & B Short Plat 2657 and Lot A & B Short Plat 5259 from said well, including any necessary replacement thereof. This easement runs with the land.

Page 1



3023434
Page 2 of 13
06/13/97 03:19P
Killsap Co. WA

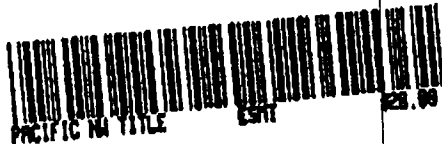
2) **RESTRICTIONS ON USE.**

- a) The well is for domestic use for single family residences on Lots A, B & C of Short Plat 2657 and Lots A & C of Short Plat 5259 only.
- b) No owner shall build or maintain, or permit to be built or maintained, any structure or other obstruction which has the cause or effect of impeding access to the well, the waterlines or to well use.
- c) No owner shall damage in any way, other than normal wear and tear, any part of the easement. In the event that an owner does cause damage to said easement, said owner shall forthwith cause the damage to be repaired without cost to any other party.
- d) No owner shall construct, maintain, or permit to be constructed or maintained within 100 feet of the above described well or on any part of the easement, any potential source of contamination, such as dwellings, outbuildings, cesspools, sewers, privies, septic tanks, drainfields, manure piles, fenced pasture, garbage of any kind or description, barns, chicken houses, rabbit hutches, piggens, or other enclosures or structures for the keeping or maintenance of fowl or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

3) **ALLOCATION OF COSTS FOR MAINTENANCE AND REPAIRS TO THE WELL.** At such time or times as one-hundred percent of the owners determine and agree in writing that maintenance, repair or upgrade of the well and pump system located on the easement above-described, is reasonably necessary:

- a) The owners shall bear responsibility for the costs incurred in making such replacement or repair with each owner paying an equal share, one share per lot owned, of the costs of all such replacements. Any cost due to repairs to the well and pump system shall be split equally between owners of Lots A, B & C of Short Plat 2657 and Lots A & C of Short Plat 5259. Any costs due to repairs on the waterline to service a specific lot shall be the individual responsibility of that lot owner(s).
- b) Anyone authorized by one-hundred percent of the owners may initiate and contract for the authorized replacement or repair. At such time as the person or persons performing the work renders a billing therefore, all owners shall pay for same with the owner of each property being responsible for that property's proportional share of the total cost.
- c) Should any owner fail or refuse to pay that property's proportional share of the costs of the replacement or repair after previously agreeing in writing, the other owner(s) may choose to pay the defaulting owner's share of such costs. In such event, the amount of monies expended in paying the share of the defaulting owner(s) is to be considered a lien and may be foreclosed in the same manner as a mortgage under applicable Washington State law. Said amount shall remain a personal obligation of the defaulting owner(s). In the event that an action is commenced to collect the amount owing or to foreclose the lien, the plaintiffs shall be entitled to collect all court costs and reasonable attorney's fees, in addition to the defendant's share of the well repair, replacement or maintenance.

Page 2



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4) **CONSTRUCTION OF PROVISIONS AND OBLIGATIONS.** The provisions and obligations herein shall be considered restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the current owners of the above-described real properties and their heirs, grantees, successors and assigns.

5) **USE OF TERM "OWNER".** When an owner of one of the above-described properties transfers ownership thereof, that owner shall be relieved of all responsibilities based on ownership of said property for improvements, repairs, or other costs made and incurred subsequent to the date ownership is transferred. In addition to its ordinary meaning, the term "owner" shall also include a vendee pursuant to a real estate contract. The vendor under a real estate contract shall not be considered an "owner" from and after the date that said real estate contract is recorded.

6) **INTEGRATION AND MODIFICATION.** This agreement is the entire agreement between the parties. No modification to this agreement is binding unless made in writing, and executed by the then owners of all property subject to this agreement.

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\$20.00

WITNESS my (our) signature(s) this ___ day of ___ 19__

(Seal)

(Seal)
Grantee(s), Owner(s) of Lot A Short Plat 2657

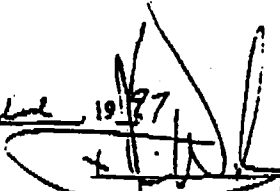
STATE OF WASHINGTON
COUNTY OF _____

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this ___ day of _____, 19__, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as his (her) (their) free and voluntary act(s) and deed(s), for the uses and purposes therein mentioned.

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

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

WITNESS my (our) signature(s) this 9th day of June, 1987



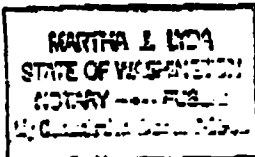
(Seal)


(Seal)
Grantee(s), Owner(s) of Lot B Short Plat 2657

STATE OF WASHINGTON
COUNTY OF Kitsap

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 9th day of June, 1987 personally appeared before me Kevin O. Wilson to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as his (her) (their) free and voluntary act(s) and deed(s), for the uses and purposes therein mentioned.

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





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



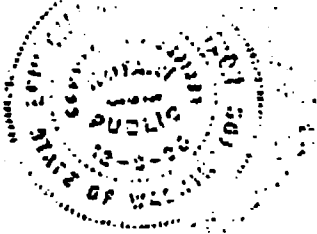
WITNESS my (our) signature(s) this 7th day of April 1997

Jessada Lopez (Seal)
Jessada Lopez (Seal)
Grantor(s), Owner(s) of Lot C Short Plat 2657

STATE OF WASHINGTON
COUNTY OF Kitsap

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 7th day of June, 1997 personally appeared before me Jessada Lopez to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as his (her) (their) free and voluntary act(s) and deed(s), for the uses and purposes therein mentioned.

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



J. Jessada Lopez
NOTARY PUBLIC in and for the State of Washington,
residing at Bainbridge Island
exp. 12/9/98

WITNESS my (our) signature(s) this ___ day of _____, 19__.

Paula J. Adkinson (Seal)
Paula J. Adkinson (Seal)
Grantor(s), Owner(s) of Lot A Short Plat 5259
Paula J. Adkinson
his attorney in fact.

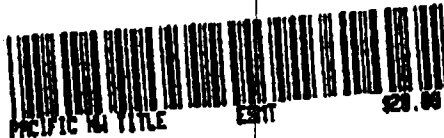
STATE OF WASHINGTON
COUNTY OF _____

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this ___ day of _____, 19__, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as his (her) (their) free and voluntary act(s) and deed(s), for the uses and purposes therein mentioned.

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

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

Page 5



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Kitsap Co. WA

WITNESS my (our) signature(s) this ___ day of _____, 19__

(Seal)

(Seal)
Grantor(s), Owner(s) of Lot C Short Plat 2657

STATE OF WASHINGTON
COUNTY OF _____

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this ___ day of _____, 19__ personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as his (her) (their) free and voluntary act(s) and deed(s), for the uses and purposes therein mentioned.

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

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

WITNESS my (our) signature(s) this 9th day of June, 1997

[Signature]
(Seal)
(Seal)
Grantor(s), Owner(s) of Lot A Short Plat 5259

STATE OF WASHINGTON
COUNTY OF KITSAPE

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 9th day of June, 1997 personally appeared before me Kevin D. Wilson to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as his (her) (their) free and voluntary act(s) and deed(s), for the uses and purposes therein mentioned.

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

MARTHA L. EDDY
STATE OF WASHINGTON
NOTARY - PUBLIC
15000

Martina J. Eddy
STATE OF WASHINGTON
NOTARY PUBLIC in and for the State of Washington - PUBLIC
residing at Kingston

MARTHA L. EDDY
STATE OF WASHINGTON
NOTARY - PUBLIC
15000



WITNESS my (our) signature(s) this 9th day of June, 1997

[Handwritten Signature]

(Seal)
(Seal)

Grantor(s), Owner(s) of Lot C Short Plat 5259

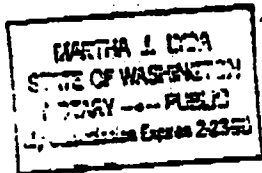
STATE OF WASHINGTON
COUNTY OF Kitsap

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 9th day of June, 1997 personally appeared before me Kevin J. Wilkins to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as his (her) (their) free and voluntary act(s) and deed(s), for the uses and purposes therein mentioned.

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

[Handwritten Signature]

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



Attachment A

A of Short Plat No. 2657 recorded June 17, 1981 under Auditor's file No. 8106170155, being a portion of the Southeast Quarter, Section 10, Township 25 N., Range 2 East, W.M., in Kitsap County, Washington



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Attachment B

Lot B of Short Plat No. 2657 recorded June 17, 1981 under Auditor's file No. 8106170135, being a portion of the Southeast Quarter, Section 10, Township 25 N., Range 2 East, W.M., in Krump County, Washington

Attachment C

Lot C of Short Plat No. 2637 recorded June 17, 1981 under Auditor's file No. 8106170155, being a portion of the Southeast Quarter, Section 10, Township 25 N., Range 2 East, W.M., in Kitsap County, Washington



PACIFIC NW TITLE

EST

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Attachment D

Lot A of Short Plat No. 5259 recorded under Auditor's file No. 9009110101, being a portion of the Southwest Quarter of the Southeast Quarter, Section 10, Township 25 N., Range 2 East, W.M., in Kitsap County, Washington



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Attachment E

Lot C of Short Plat No. 3239 recorded under Auditor's file No. 9009110101, being a portion of the Southwest Quarter of the Southeast Quarter, Section 10, Township 25 N., Range 2 East, W.M., is Kitsap County, Washington



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WELL EASEMENT
&
PROTECTIVE COVENANT

Jackson
Leh
325

The Grantors, OLYMPIC CROWN PARTNERSHIP with TALMO, INC., as managing partner, owners of Lots 5, 9 and 4, Pierce County Large Lot No. 8412070227 and FREDRICK HALEY and DOROTHY G. HALEY, husband and wife, owners of Lot 10, Pierce County Large Lot No. 8412070227 in Pierce County, Washington, their respective heirs, successors and assigns, (all parcels being a portion of Section 22, Township 21 North, Range 1 West of the Willamette Meridian) hereby agree to a non-pollution covenant and well easement under, over and above a circle of land 100 feet in radius from the following described point:

Beginning at the Northeast corner of Lot 9, Pierce County Large Lot No. 8412070227; Thence South 21°00'00" West 75' to the true point of beginning; Thence North 74°03'21" West 10'; Thence South 21°00'00" West 20'; Thence South 74°03'21" East 20'; Thence North 21°00'00" East 20'; Thence North 74°03'21" West 10' to the true point of beginning and termination point of said well site description.

TOGETHER WITH a 100 foot radius and non-pollution easement, the radius point of said non-pollution circle described as follows: Beginning at the before described Northeast corner of said Lot 9, Thence South 21° 00'00" West 85' to said center of 100 foot radius.

It is the purpose of this grant and covenant to prevent any potential source of contamination such as cesspools, sewers, privies, septic leaks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pig pens or other enclosures or structures for the keeping or maintaining of fowls or animals or storage of liquid or dry chemicals, herbicides or insecticides within the described circle.

DATED THIS 29 DAY OF JUNE, 1987

TALMO, INC. AS MANAGING PARTNER FOR THE OLYMPIC CROWN PARTNERSHIP

G. W. Edman II

GEORGE W. EDMAN II, Vice President

Lynette L. Tallman

LYNETTE L. TALLMAN, Secretary

Fredrick Haley

FREDRICK HALEY

Dorothy Haley

DOROTHY HALEY

EXCISE TAX EXEMPT. DATE - JUL 14 1987

Pierce County

By *E. Kosche* Auth. Sig.

AFTER RECORDING
RETURN TO:
OLYMPIC CROWN PARTNERSHIP
P.O. BOX 401
GIG HARBOR, WA. 98335

MB

JUL 14 9:54

6-

STATE OF WASHINGTON, }
County of PIERCE } ss.

On this _____ day of _____, 19 87, before me, the undersigned,
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

GEORGE W. EDMAN II and LYNETTE L. TALLMAN
to me known to be the Vice President and Secretary, respectively, of
TALMO, INC.

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

[Signature]
Notary Public in and for the State of Washington,
residing at _____
My appointment expires 11-15-90

STATE OF WASHINGTON, }
County of PIERCE } ss.

On this day personally appeared before me FREDERICK HALEY & DOROTHY HALEY

to me known to be the individual s described in and who executed the within and foregoing instrument, and
acknowledged that they signed the same as their free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this

29

day of

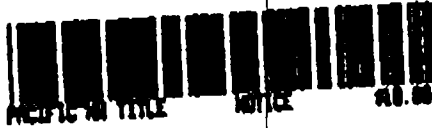
[Signature]

19 87

Notary Public in and for the State of Washington,
residing at _____
My appointment expires 11-15-90

7518 NE 188

Bothell, WA 98011



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Lots A-C Sp 2657 and Lots A & C Sp 5259
Additional Legal on Page 2
102502-4-030-2009, 102502-4-031-2008
Add'l on page 2

NOTICE TO FUTURE PROPERTY OWNERS

PARCEL 32024046

This property is served by a public water system which is subject to the provisions of Chapter 246-291 WAC. This system may also be subject to other state and local regulations. The system owner is responsible for maintaining this system in compliance.

The name of this system is: Strawberry Water System

The State Department of Health and local health departments/districts share administration of the drinking water regulations. Therefore, when the term "department" is used, it refers to whichever agency regulates this particular system. You can contact the local health department to find out which agency is applicable.

This water system is designed to provide for 6 (six) services. Additional planning and design approvals must be obtained from the department prior to expanding beyond this number of services. Please note that the design flow standards account for domestic use and watering of a typical lawn and garden space only. The design assumes that all residences will be equipped with ultra low flow plumbing fixtures and that all users will keep conservation in mind whenever they use this system. Additionally, if system wide water use exceeds 5000 gallons per day or if the total property being irrigated by the system exceeds 1/2 acre, a water right permit must be obtained from the Department of Ecology.

Public water systems are subject to on-going requirements. These include periodic water quality monitoring, system maintenance and various record keeping. Prior to purchasing this property, it is recommended that you contact the department to determine whether this system is in compliance with applicable regulations. Fees may be charged by the department for providing various services.

The department maintains current information on this system to expedite retrieval of information for your use or for lending institutions which require information on the system as part of their loan approval process. Each time information changes, such as a change in the number of homes connected to the system; a change in owner/operator name, address or phone number, etc., the owner of your system must submit an updated Water Facilities Report Form to the department.

Group B public water systems are not required to have back-up facilities to cover power outages or other system failures. Contact the system owner for information regarding the reliability of this system.

This system (has/has not) been granted one or more waivers from specific provisions of the regulations. (Attach a brief summary of waivers, if any, which were granted.)

At the time this system was established, the financial plan indicated an average cost of \$19.00 per month per home to properly operate and maintain the system in compliance with state and local drinking water regulations. Current information on costs is available from the system owner.

The department recommends and may require ownership and/or operation by a state-approved satellite management agency.

EXCISE TAX EXEMPT JUN 13 1997

Heritage Homes, INC.
Owner(s) Print Name

[Signature]
Owner(s) Signature

Date ll.
7-9-97
Date

Lot A of Short Plat No. 2657 recorded June 17, 1981 under Auditor's file No. 8106170155, being a portion of the Southeast Quarter, Section 10, Township 25 N., Range 2 East, W.M., in Kitsap County, Washington; T/A # 102502-4-030-2009

Lot B of Short Plat No. 2657 recorded June 17, 1981 under Auditor's file No. 8106170155, being a portion of the Southeast Quarter, Section 10, Township 25 N., Range 2 East, W.M., in Kitsap County, Washington; T/A # 102502-4-031-2008

Lot C of Short Plat No. 2657 recorded June 17, 1981 under Auditor's file No. 8106170155, being a portion of the Southeast Quarter, Section 10, Township 25 N., Range 2 East, W.M., in Kitsap County, Washington; T/A # 102502-4-014-2009

Lot A of Short Plat No. 5259 recorded under Auditor's file No. 9009110101, being a portion of the Southwest Quarter of the Southeast Quarter, Section 10, Township 25 N., Range 2 East, W.M., in Kitsap County, Washington; T/A # 102502-4-040-2007

Lot C of Short Plat No. 5259 recorded under Auditor's file No. 9009110101, being a portion of the Southwest Quarter of the Southeast Quarter, Section 10, Township 25 N., Range 2 East, W.M., in Kitsap County, Washington; T/A # 102502-4-042-2005



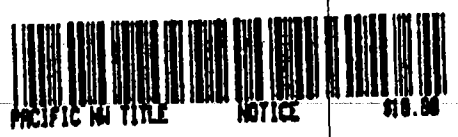
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Page: 2 of 3
08/13/97 03:19P
Kitsap Co, WA

State of WASHINGTON)
County of KITSON)
On this day personally appeared before me Kevin J. Wilson

to me known to be the President
respectively, of Washco Washco Inc
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the
free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on
oath stated that he authorized to execute the said instrument and that the seal, if affixed, is the
corporate seal of said corporation.

GIVEN under my hand and official seal this 9th day of June, A.D. 1997
Martha J. Lyon Notary Public in and for the State of Washington
residing at Kingstide. My commission expires 02/23/98

MARTHA J. LYON
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 2/23/98



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Page 3 of 3
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Kitson Co. WA

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COPY

*Campbell
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RESTRICTIVE COVENANT AND
DECLARATION OF WATER COMPANY

WHEREAS, SCOTT CAMPBELL and KATHLEEN CAMPBELL are the owners of certain real property located in Pierce County, Washington, herein described as follows:

Lot Nos. 1, 2, 3 and 4 of Pierce County short plat as recorded under Pierce County Auditor's No. 83-03080316,

title to which is to be retained by CAMPBELLS; and

WHEREAS, the grantors KEITH S. WILSON and VIRGINIA A. WILSON are the owners of Lot Nos. 1, 2, 3 and 4 of Pierce County short plat recorded under Pierce County Auditor's No. 83-03070260; and

WHEREAS, the owners of said real property are desirous of providing for the restrictive use of a portion of said property so as to obtain the mutual benefit to be derived from construction of a common public water source upon said restrictive portion of said property; the following agreement is hereby made and entered into as between the above-referenced parties, their heirs, successors and assigns.

It is herein declared that the west 120 feet of Lot 3, together with the east 80 feet of Lot 2 of short plat No. 83-03080316, the owners of which are CAMPBELLS, is herein reserved in perpetuity for construction of a water well site, together with the west 120 feet of Lot 3 and the east 80 feet of Lot 2 of short plat recorded under Auditor's No. 83-03070260, the owners of which are WILSONS, which property is herein described and hereby permanently reserved for construction of said well for the purpose of furnishing water for

public consumption and upon which the grantors herein shall construct no building excepting that necessary for construction of the water well, and shall permit no form of contamination, cesspool, sewer, privy, septic tank, drain field, manure pile, garbage of any kind or description, barn, chicken house, rabbit hutch, or pig pen, or any other enclosure or structure for the keeping or maintenance of fowl or animals or storage of liquid or dry chemicals, herbicides or insecticides.

The well to be constructed upon the aforementioned reserved portion of said property shall be constructed for the use by four (4) single family residential dwellings to be located one each upon Lots 1, 2, 3 and 4 of short plat No. 83-03080316, together with four (4) single family residential dwellings to be constructed one each upon Lots 1, 2, 3 and 4 of short plat recorded under Pierce County Auditor's No. 83-03070260, together with one additional single family residential dwelling so as to restrict the use of said water well to not more than nine (9) single family residential dwellings.

Said water system shall be owned and operated by SCOTT CAMPBELL WATER COMPANY and shall constitute a Class 4 water system as described by the State of Washington.

BENEFICIAL USE

Any individual or entity purchasing any right, title or interest in the aforementioned described single family residential lots shall be entitled to obtain water from the aforementioned described public water well, which well will be constructed within the restrictive portions of the aforementioned described parcels of real property and from which a 2-inch water line shall be constructed to be located within the private road adjacent to Lots 1 and 2, together with the

Return to:
Arta Lou D. Kennedy, LPO
Gordon, Misner & Robinson
P. O. Box 710
Gig Harbor, Washington 98335

Campbell
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AUGUST 21 1989
PIERCE COUNTY WASH
MRS

RECEIVED
SEP 26 1989

AGREEMENT TO RELOCATE RESERVATION FOR WELL
AND NON-POLLUTION AREA

* * *

THIS AGREEMENT, made this 15th day of August, 1989, by and between the undersigned, for the relocation of that certain reservation for well site and non-pollution area as delineated in those Short Plats recorded under Pierce County Auditor's File Nos. 8303080316 and 8303070260, on behalf of themselves and their heirs, successors and assigns, vacate and rededicate such well reservation and non-pollution area as follows:

1. That reservation for well site and non-pollution area as delineated on said Short Plats, being the East 100 feet of Lot 3 and the East 100 feet of Lot 4 of Short Plat No. 8303080316 and the East 100 feet of Lot 3 and the West 100 feet of Lot 4 of Short Plat No. 8303070260, in Pierce County, Washington, is hereby vacated.

2. In substitution thereof, and to reflect the actual location of the well, the reservation for well site and non-pollution area is hereby dedicated as follows:

The East 80 feet of Lot 2 and the West 120 feet of Lot 3 of Short Plat No. 8303080316 and the East 80 feet of Lot 2 and the West 120 feet of Lot 3 of Short Plat No. 8303070260, in Pierce County, Washington.

3. The parties hereto, as owners of Lots 1, 2, 3 and 4 of Short Plat No. 8303080316 and Lots 1, 2, 3 and 4 of Short Plat No. 8303070260, in Pierce County, Washington, hereby covenant that within said area reserved for the existing water well there shall be no construction excepting that necessary for the well and pump house, and shall be no form of contamination, cesspool, sewer, septic tank, drain field, manure pile, garbage of any kind or description, no structure or enclosure for the keeping of animals or fowl, or storage of chemicals, herbicides or insecticides.

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

Owners of Lots 1, 2, 3 and 4 in
Short Plat No. 8303070260:

Keith S. Wilson
Keith S. Wilson (All Lots)

Virginia A. Wilson
Virginia A. Wilson (All Lots)

Owner of Lots 1, 2, 3 and 4 in
Short Plat No. 8303080316:

Scott M. Campbell
Scott M. Campbell (Lot 1)

Kathleen M. Campbell
Kathleen M. Campbell (Lot 1)

Rosemary I. McKean
Rosemary I. McKean (Lot 2)

existing 10-foot utility easement, all as more particularly shown on survey recorded under Pierce County Auditor's No. 8303080316.

COST OF WATER

SCOTT CAMPBELL WATER COMPANY shall provide water for public use to the respective parcels of real property as herein described, which water shall be purchased at the rates herein provided for as follows.

Said water system shall be installed and made operative not later than January 1, 1985.

SCOTT CAMPBELL WATER COMPANY herein retains at all times the right to construct, install, maintain and repair the water well together with all lines attached hereto as herein provided for at all times necessary for the effective operation and use of the system by the public.

COST TO USER.

Any user of the aforementioned water system shall be entitled to receive a single connection to his or her respective parcel of property to serve one single family residential dwelling, which water line shall abut the property of purchaser.

The cost of consumption of the water provided by SCOTT CAMPBELL WATER COMPANY shall be as follows. The minimum monthly charge shall be TWELVE AND 50/100 DOLLARS (\$12.50). For each cubic foot of water in excess of four hundred (400) cubic feet per month, there shall be a charge of SEVENTY-FIVE CENTS (\$.75) per cubic foot. The water system shall be owned in its entirety by SCOTT CAMPBELL WATER COMPANY and all lines, mains and meters shall remain the property of SCOTT CAMPBELL WATER COMPANY at all times material hereto. The aforementioned rates for consumption of water shall be effective for a term

of five (5) years from the date of this agreement. After the elapse of a five year term from the date of this agreement, the charges herein provided for shall be subject to adjustment in accordance with the percentage of change in the Consumer Price Index for the Seattle-Everett Area--All Urban Consumers, as of November 30, 1984, as compared to that of November 30, 1989. The percentage of increase in the Consumer Price Index shall be directly applied as the percentage of increase in the minimum monthly charge, together with the percentage of increase in the amount per cubic foot in excess of 400 cubic feet.

The aforementioned provisions regarding escalation of the minimum monthly charge, together with the cost in excess of 400 cubic feet, shall be subject to re-evaluation each five year term of this agreement in accordance with the aforementioned provisions.

MODIFICATION.

This agreement shall not be subject to modification except upon the written consent of SCOTT CAMPBELL WATER COMPANY or assigns, together with the owners of Lots 1, 2, 3 and 4 of short plat No. 83-03080316, together with the owners of Lots 1, 2, 3 and 4 of short plat No. 83-03070260. Except as so provided, this agreement shall not be subject to amendment or change under any circumstance.

LIABILITY OF WATER COMPANY.

SCOTT CAMPBELL WATER COMPANY shall not be liable for ~~any failure of the water system or consequence thereof what-~~soever under any circumstance whatsoever; provided, however, that after written notice to SCOTT CAMPBELL WATER COMPANY, SCOTT CAMPBELL WATER COMPANY shall undertake to repair any

failure in the system within a reasonable time after receipt of said written notice and shall restore said system to its original condition upon receipt of written notice and reasonable opportunity to make such repairs.

NON-USER.

In the event that any purchaser of any parcel of real property as herein provided for shall elect to seek an alternative source of public water, then in such event said individual shall remain liable for payment of the minimum monthly charge but shall not be charged any amount for consumption. Any purchaser of a parcel of real property shall within thirty (30) days of closing of any such transaction commence to pay their respective minimum monthly charge regardless of the existence or, non-existence of any structure on the subject property or the consumption of any water from the public water well as owned by SCOTT CAMPBELL WATER COMPANY.

It is acknowledged that the public water company herein provided for and the reservation of rights, covenants, declarations and restrictions as herein stated, shall apply to nine (9) single family residential lots and no more.

LOCATION.

The location of the water line installed by the water company shall be such that it shall abut the property line of any given single family residential lot as herein described.

FEES.

All fees required to be paid to the State of Washington for maintenance, operation or service of the water well company as herein provided for shall be paid by SCOTT CAMPBELL WATER COMPANY. No fee or assessment shall be levied except as herein provided for as against any lot or parcel of real property.

THIS AGREEMENT is made and entered into this 4th day
of August, 1984.

Scott Campbell
SCOTT CAMPBELL

Kathleen Campbell
KATHLEEN CAMPBELL

SCOTT CAMPBELL WATER COMPANY

By Scott Campbell
SCOTT CAMPBELL

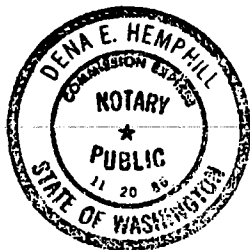
Keith S. Wilson
KEITH S. WILSON

Virginia A. Wilson
VIRGINIA A. WILSON

STATE OF WASHINGTON)
 Pierce) ss.
COUNTY OF KING)

On this day personally appeared before me SCOTT CAMPBELL,
to me known to be the individual described in and who executed
the within and foregoing instrument and acknowledged that
he signed 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 4th
day of August, 1984.

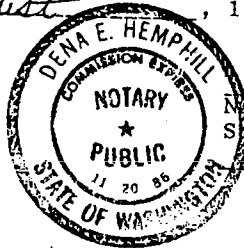


Dena E. Hemphill
NOTARY PUBLIC in and for the
State of Washington, residing at
Big Harbor

STATE OF WASHINGTON)
 Pierce) ss.
COUNTY OF KING)

On this day personally appeared before me KATHLEEN CAMPBELL, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of August, 1984.

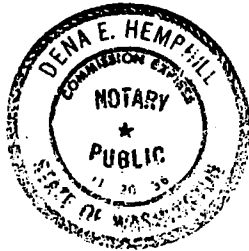


Dena E. Hemphill
NOTARY PUBLIC in and for the
State of Washington, residing at
Big Harbor

STATE OF WASHINGTON)
 Pierce) ss.
COUNTY OF KING)

On this day personally appeared before me SCOTT CAMPBELL, to me known as the owner of SCOTT CAMPBELL WATER COMPANY, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 4th day of August, 1984.

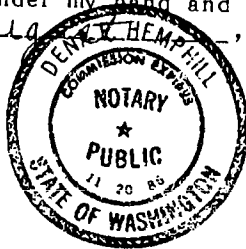


Dena E. Hemphill
NOTARY PUBLIC in and for the
State of Washington, residing at
Big Harbor

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.
~~KING~~

On this day personally appeared before me KEITH S. WILSON, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed 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 4th day of August, 1984.

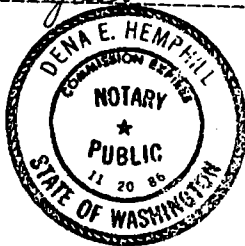


Dena E. Hemphill
NOTARY PUBLIC in and for the
State of Washington, residing at
Lig Harbor

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.
~~KING~~

On this day personally appeared before me VIRGINIA A. WILSON, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of August, 1984.



Dena E. Hemphill
NOTARY PUBLIC in and for the
State of Washington, residing at
Lig Harbor

8804050309

DECLARATION OF COVENANT

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

I (we), the grantor(s) herein, am (are) the owner(s) in fee simple of (an interest in) the following described real estate situated in Pierce County, State of Washington, to wit: Lot #1-4 of Pierce County short plat #87-01-02-0151 Lot #1-4 of Pierce County short plat #87-03-10-0326

* 327
Larson

on which the grantor(s) owns and operates a well and waterworks supplying water for public use located on said real estate, to wit: Lying 50' North of the South line and lying between Lot #1 and Lot #3 of short plat #87-01-02-0151

and grantor(s) is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices herein-after enumerated in the use of said grantor(s) land which might contaminate said water supply.

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

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

WITNESS.....my.....hand.....this...8th...day of Feb....., 1988....

Clark R. McGowan (Seal)
Clark R. McGowan

Penny C. McGowan (Seal)
Grantor(s) Penny C. McGowan

Keith Herbrand
Keith Herbrand

Lisa Herbrand
Lisa Herbrand

State of Washington)
County of Pierce) ss

I, the undersigned, a Notary Public in and for the above named county and State, do hereby certify that on this 8th day of Feb 1988, personally appeared before me *Clark R. McGowan, Penny C. McGowan, Keith Herbrand, and Lisa Herbrand* to me known to be the individual....described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mention;

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

Notary Public in and for the State of Washington, residing at *Puyallup*

88 APR -5 PM 12: 32

AUDITOR GENERAL WASH.

mtx

5-

WELL # 1
KEY RIDGE WATER SYSTEM

2988480

WELL SITE EASEMENT

THIS AGREEMENT made and entered into by and between Robert L. Hlakon
and Lois J. Hlakon, husband and wife, hereinafter called
First Party, and Gary J. Malonki
hereinafter called Second Party, WITNESSETH:

That, WHEREAS First Party owns the following described real property
located in Pierce County, Washington, to-wit:

*The north half of the south half of the south half of the southwest
quarter of the southwest quarter of Section 1, Township 21 North,
Range 1 West of the Willamette Meridian.*

And, WHEREAS Second Party owns the following described real property
located in Pierce County, Washington, to-wit:

*The south half of the south half of the south half of the southwest
quarter of the southwest quarter of Section 1, Township 21 North,
Range 1 West of the Willamette Meridian.*

And, WHEREAS the properties above described are adjacent and contiguous.

And, WHEREAS the parties hereto are desirous of putting a well and
drainfield exclusion area on said properties, to be located in part upon the
property of First Party and in part upon the property of Second Party.

The owners of the above described lots, their heirs, successors and
assigns will not construct, maintain, or suffer to be constructed or main-
tained upon the said land within 100 feet of the well herein described, so
long as the same is operated to furnish water for public consumption, any of
the following; cesspools, sewers, privies, septic tanks, drainfields,
enclosures or structures for the keeping or maintenance of fowls or
animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

Said easement shall be binding on all parties having or acquiring any
right, title, or interest in the land described or any part thereof, and
shall insure to the benefit of each owner thereof.

WELL NO 2
KELLOE WATER SYSTEM

2988482

WELL SITE EASEMENT

THIS EASEMENT made and entered into by Robert L. Hickman and Lois J. Hickman, husband and wife, hereinafter called First Party, WITNESSETH:
That, WHEREAS First Party owns the following described real property located in Pierce County, Washington, to-wit:

The north half of the south half of the southwest quarter of the southwest quarter of Section 1 Township 21 North, Range 1 West of the Willamette Meridian.

And, WHEREAS the property above described is divided into 4 lots.
And, WHEREAS the party hereto are is desirous of putting a well and drainfield exclusion area on said property to be located in part upon lots 1 and 2.

The owners of the above described lots, their heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following; cesspools, sewers, privies, septic tanks, drainfields, enclosures or structures for the keeping or maintenance of fowls of animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

Said easement shall be binding on all parties having or acquiring any right, title, or interest in the land described or any part thereof, and shall insure to the benefit of each owner thereof.

IN WITNESS WHEREOF the parties hereto set their hands and seals this _____ day of _____, 19 _____.

Robert L. Hickman
Robert L. Hickman
Lois J. Hickman
Lois J. Hickman

STATE OF WASHINGTON
County of Pierce

On this day personally appeared before me Robert L. Hickman
Lois J. Hickman, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of April, 19 80.

William V. Schmel
Notary Public in and for the State of Washington, residing at Big Harbor, Wn.

1882
EASEMENT

RECORDED

IN WITNESS WHEREOF the parties hereto set their hands and seals this _____ day of _____, 19 _____.

Robert L. Hickman
Robert L. Hickman
Louis J. Hickman
Louis J. Hickman
Gary G. Wolanski
Gary G. Wolanski

STATE OF WASHINGTON)
County of Pierce)

On this day personally appeared before me Robert L. Hickman
Louis J. Hickman, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of April, 19 80.

William V. Schmel
Notary Public in and for the State
Washington, residing at High Harbor, Wn.

STATE OF OREGON)
County of MULTNOMAH)

On this day personally appeared before me Gary G. Wolanski, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of April, 19 80.

RECORDED

APR 21 1980

APR 21 PM 2:21

Emilia R. ...
Notary Public in and for the State of
Oregon, residing at Portland

0988480
EASEMENT

M. Beland

Diggs Eng.
PO Box 8310
1122 ... 95335

AGREEMENT

Zimmerman
324

The undersigned parties herein, CLEARWATER UTILITIES, INC. as Grantor and OLYMPIC WATER CO. as Grantee, hereby enter into an agreement to transfer ZIMMERMAN WELL Class water system, water rights, easements, water lines, well houses and appurtenant fixtures.

1. The Grantee will assume all responsibility with regard to operation and maintenance of the system.
2. Should a situation arise whereby _____ cannot or chooses not to maintain the above obligations in respect to the users of said well, and whereby the Grantor or water user is obliged to seek remedy in the appropriate court of law, should the Grantor prevail, Grantor is to be awarded reasonable attorney fees and Court costs and expenses related to such action.
3. The Grantor reserves the right to approve the sale of transfer of the above well system to a third party and agrees herein not to unreasonably withhold such approval.
4. The Grantor reserves the right to collect any and all monies owed to the Grantor at time of sale, and further reserves the right to terminate water service for any and all unpaid water service bills.

Dated this ____ day of _____, 19__

K.S. CLEMENT, President
Clearwater Utilities, Inc.

By: RCP Auth. Sig

EASEMENT

THE GRANTOR, TALMO, INC., a Washington corporation, their heirs, successors or assigns, hereby grants to JAMES J. HOLLAND and JILL D. HOLLAND, husband and wife, their heirs, successors or assigns, a non-pollution easement under, over, on and above a circle of land 100 feet in radius from the following described point.

Beginning at the Southeast corner of Lot 1 of existing Short Plat as recorded under Auditor's Fee Number 8210200255; Thence North 43°40'30" West 141.43 feet to an existing well.

#321
SR302 #3

WHEREAS, It is the purpose of this Easement to prevent any potential source of contamination such as cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pie pens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides or insecticides within the above described circle.

WHEREAS, It is also the purpose of this easement to provide access for the repair and maintenance of the water system to include well, well house and all underground appurtenances.

DATED this 21st day of August, 1986.

GRANTOR:

TALMO, INC.

BY: George W. Edman II
GEORGE W. EDMAN, II, VICE PRESIDENT

BY: Lynette L. Tallman
LYNETTE L. TALLMAN, SECRETARY

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss

On this 21st day of August, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GEORGE W. EDMAN, II and LYNETTE L. TALLMAN, to me known to be the Vice President and Secretary, respectively, of TALMO, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

Stephen R. Gray
Notary Public in and for the State of Washington, residing at Sumner. My appointment expires 11-15-86.

NILS RONHOVDE & ASSOC., P.S.
3639 NORTH PEARL
TACOMA, WA 98407
759-1908

#320
SR302#2

July 15, 1985
Job No. 2958

WELL, WATER LINE AND NO POLLUTION EASEMENT

A 10.00 ft. by 17.00 ft. Well and Water line easement over, under and across a portion of Lot 3 of Pierce County Short Plat recorded under Pierce County Auditor's Fee No. 8010070229 and described as follows: Commencing at the Southeast corner of Lot 3 of said Short Plat; Thence N 89° 03' 47" W along the South line of said Lot, 7.00 ft. to the TRUE POINT OF BEGINNING of a Well and Water line easement; Thence continuing N 89° 03' 47" W 10.00 ft.; Thence N 1° 31' 12" E parallel with the East line of said Lot, 17.00 ft.; Thence S 89° 03' 47" E 10.00 ft.; Thence S 1° 31' 12" W 17.00 ft. to the Point of Beginning.

WELL SITE NO POLLUTION EASEMENT

Commencing at the Southeast corner of Lot 3, Pierce County Short Plat recorded under Pierce County Auditor's Fee No. 8010070229; Thence N 43° 46' 18" W 16.88 ft. to the radius point of a 100.00 ft. radius "No Pollution Easement" over, across and under portions of Lots 2 and 3 of said Short Plat and Lots 2 and 3 of Pierce County Short Plat No. 77-831 as recorded in Volume 21 of Short Plats, at Page 73, records of the Pierce County Auditor. The "No Pollution Easement" lies with the circumference of the above described 100.00 ft. radius circle.

The 100.00 ft. radius "No Pollution Easement" described above is to be protected from all fixed sources of contamination, in accordance with WAC 248-54 and/or WAC 248-96-100 as long as said well is being used as a domestic water source.

All of the above located in the Northeast quarter of Section 23, Township 22 North, Range 1 West, W. M.

8104280261

DATE 4-28-81

VOL 035 PAGE 472

DEPUTY

DECLARATION OF LAND USE, RESTRICTIONS AND EASEMENTS

Carney Lk 372

WHEREAS, Purdy Realty, Inc., a Washington Corporation, contract purchasers of the following described properties:

The Northwest Quarter of the Northwest quarter, the Southeast quarter of the Northwest quarter, the Northwest quarter of the Southeast quarter, and the Southeast quarter of the Southwest quarter, all in Section 14, Township 22 North, Range 1 West of the Willamette Meridian.

and WHEREAS, C. B. Knapp and V. F. Knapp, contract purchasers of the following described properties:

The Northeast quarter of the Southwest quarter, the Southwest quarter of the Northwest quarter, and the Northeast quarter of the Northwest quarter, all in Section 14, Township 22 North, Range 1 West of the Willamette Meridian.

and WHEREAS, Knapp Bros. Realty, Inc., a Washington Corporation, contract purchasers of the following described property:

The Northwest quarter of the Northwest quarter of the Northeast quarter of Section 14, Township 22 North, Range 1 West of the Willamette Meridian; except the North 30 feet thereof.

and WHEREAS, Victor F. Knapp and Elaine M. Knapp, husband and wife, contract purchasers of the following described property:

That portion of the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 14, Township 22 North, Range 1 West of the Willamette Meridian; lying West of Wright-Bliss County Road; except the North 30 feet thereof.

and WHEREAS, Charles B. Knapp and Marilyn E. Knapp, husband and wife, contract purchasers of the following described property:

That portion of the Southeast quarter of the Northwest quarter of the Northeast quarter of Section 14, Township 22 North, Range 1 West of the Willamette Meridian; lying West of Wright-Bliss County Road.

and WHEREAS, Marlane Fuller Co., a Washington Corporation, contract purchasers of the following described property:

The Southwest quarter of the Northwest quarter of the Northeast quarter of Section 14, Township 22 North, Range 1 West of the Willamette Meridian.

Do hereby cause the following land use restrictions, road and utility easements and maintenance agreement, to go with, and to become covenants to all of the above described properties:

1. Each owner (purchaser), or their heirs or assigns as the case may be, of the tracts herein described, or of any subsequent subdivision of said tracts, shall upon demand of any of the above noted owners (Sellers) or the majority of other owners (purchasers) agree to pay their pro-rata cost of maintaining the easement roadway in the herein subdivisions, the cost shall be in a direct proportion to the number of acres owned or being purchased. In the event of the extension of the easement roadway as below set forth, the owner (purchaser) shall agree to pay and abide by the pro-rata cost formula herein stated. Any of the above noted owners (seller), or their heirs or assigns, or any other owner (purchaser) in the entire tract, or any extension thereof, shall have the right to bring representative action on behalf of all owners (purchasers) to collect the said pro-rata share.

150

2. Each owner (purchaser) who constructs an access road onto their respective property from the established easement roadway shall be required to install culverts to meet Pierce County standards.
3. Any of the above noted owners, heirs or their assigns, reserves the exclusive right to deed the easement road, or roads, or any extension thereof, to Pierce County for Public Road, and grant the right to use said easement road, or roads, to any public or private utilities, including, but not limited to, electricity, telephone, gas, T.V. cable, sewer, and water and the installation and maintenance thereof.
4. No owner of any tract or tracts shall allow, permit or maintain any building that does not conform to Pierce County standards. Mobile homes having in excess of 1000 square feet will be permitted, provided the unit is skirted and landscaped in a professional manner. No junk or abandoned vehicles shall be permitted. No used building materials, tires, metal salvage materials or derelict construction equipment shall be allowed or permitted on any of said tracts. No activity shall be permitted that is of an offensive nuisance that creates excessive noise, smells or is unsightly. Livestock placed upon the land shall not be in a number greater than the land can support and all animals placed upon the land shall be cared for and maintained in a professional manner.
5. All of the above noted owners (purchasers) do hereby grant to each other a special drainage easement to allow the continued flow of surface water to be carried in its natural channel onto or across the property or properties as described herein. It is also agreed that all of the existing drainage courses on the above noted properties shall be retained and kept free and open to pass storm runoff. It is also agreed that all of the adjoining owners (purchasers), their heirs, successors or assigns, shall be held blameless for any damage that may be caused by drainage water during peak flows. This drainage easement is a covenant going with the land and shall be binding upon all parties herein noted, their heirs, successors and assigns forever.
6. All of the above noted owners (purchasers), do hereby grant to each other, and reserve onto themselves, their heirs and assigns, an easement for ingress, egress, utilities, and maintenance thereof, all lying within Section 14, Township 22, North, Range 1 West, being 60 feet in width, 30 feet on each side of the following described centerline:

Commencing at the intersection of the West right of way line of Wright-Bliss Road with the South line of the North half of the Northwest quarter of the Southeast quarter of said Section, this being the true point of beginning of said centerline; thence N 88° 40' 13" W along said South line 1170.24 feet, to the Southeast corner of the Northeast quarter of the Northeast quarter of the Southwest quarter of said Section; thence N 88° 05' 53" W along the South line thereof 653.17 feet to the Southwest corner thereof, to a point hereinafter referred to as Point "A"; thence N 01° 51' 57" E along the West line of said Northeast quarter of the Northeast quarter of the Southwest quarter, 665.42 feet, to the Southwest corner of the East half of the Southeast quarter of the Northwest quarter of said section; thence N 01° 33' 10" E, along the West line thereof, 1325.69 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of the Northwest quarter of said section; thence continuing N 01° 33' 10" E, along the West line thereof, 662.85 feet to the Northwest corner thereof, said corner to be hereinafter referred to as Point "B"; thence S 89° 15' 47" E, along the North line thereof, 662.46 feet to the Northwest corner of the South half of the Northwest quarter of the Northeast quarter of said section; thence S 88° 11' 24" E, along the North line thereof, 1296.17 feet to the West right of way line of Wright Bliss Road this being the terminus of this portion of said centerline; thence returning to said Point "A" for the continuation of said centerline; thence S 01° 51' 57" W, along

the West line of the Southeast quarter of the Northeast quarter of the Southwest quarter of said section, 665.41 feet to the Northwest corner of the East half of the Southeast quarter of the Southwest quarter of said section; thence continuing S 01° 51' 57" W, along the West line thereof, 998.13 feet to the center of a temporary cul-de-sac having a radius of 50 feet, said cul-de-sac to exist as part of said easement until such time said 60 foot easement is extended to the South to connect with existing county right of way, this being the terminus of this portion of said centerline; thence returning to the center point of last said cul-de-sac for the true point of beginning of the centerline of a 60 foot strip of land reserved for road and utilities purposes, thence continuing S 01° 51' 57" W along last said West line 239.21 feet, more or less, to the North right of way line of the North 60 feet of the South 93.5 feet of the Southeast quarter of the Southwest quarter of said section, which was conveyed to Pierce County by deed recorded under recording No. 2531733, to the terminus of the centerline of said reserved strip. Thence returning to said Point "B" for the continuation of the centerline of said 60 foot easement for ingress, egress, utilities, and maintenance thereof; thence N 89° 15' 47" W, along the North line of the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section, 632.47 feet, to a point 30.00 feet East of the Northwest corner thereof, said point to be hereinafter referred to as Point "C"; thence S 01° 16' 26" W, along a line 30.00 feet East of and parallel to the West line of the East half of the Northwest quarter of said section, a distance of 1130.00 feet to the terminus of said centerline; thence returning to said Point "C" for the continuation of said centerline; thence N 01° 16' 26" E along a line 30.00 feet East of and parallel to the West line of the Northwest quarter of the Northeast quarter of the Northwest quarter, 439.93 feet; to a point hereinafter known as Point "D", thence N 88° 43' 34" W 20.00 feet to the center of a cul-de-sac having a radius of 50 feet, said cul-de-sac being a part of said easement, and said center of cul-de-sac being the terminus of said centerline. Thence returning to said Point "D" for the true point of beginning of the centerline of a 60 foot strip of land reserved for road and utilities purposes, thence N 01° 16' 26" E, along a line parallel to the West line of the Northwest quarter of the Northeast quarter of the Northwest quarter, a distance of 220 feet, more or less, to the North line of last said subdivision, this being the terminus of the centerline of said reserved strip.

IN WITNESS whereof, the parties have hereunto affixed their hands and seals
this 27th day of April 1981.

James O. Tallman
James O. Tallman, President
Purdy Realty, Inc.

Charles B. Knapp
Charles B. Knapp, President
Knapp Bros. Realty, Inc.

Victor F. Knapp
Victor F. Knapp, President
Marlane Fuller Co.

David R. Morris
David R. Morris, Secretary
Purdy Realty, Inc.

Elaine M. Knapp
Elaine M. Knapp, Secretary
Knapp Bros. Realty, Inc.

Marilyn E. Knapp
Marilyn E. Knapp, Secretary
Marlane Fuller Co.

SATELLITE
WATER
SYSTEMS, INC.

AUGUST 28, 1993

PAGE # 1 OF 1

JEFF SAN CARTIER
15808 174TH AVE. KPN
GIG HARBOR, WA 98329

Re: Easement for water

Gentlemen:

This letter is written to record an agreement between Satellite Water Systems and Jeffrey San Cartier to the effect that Jeffrey San Cartier is giving easement to Satellite Water Systems for ingress and egress on the east thirty ft., or what is called 174th Ave., of SS 84-10-300-218.

Respectfully Submitted,
SATELLITE WATER SYSTEMS, INC.

Harold Parks
Harold Parks
President

*Carney Lk
322*

Jeffrey San Cartier

90 JUL -9 PM 3: 26

BRIAN M. MONTAG
AUDITOR PIERCE CO. WASH

Louis C Herbert
13580 Cedar Glen Lake Rd. ←
Olalla, WA 98359

July 2, 1990

Groff # 323

EASEMENT

We, Louis C. Herbert and Terrinine R. Boston, owners of Lot 4, Pierce County Short Plat 8404120485 do grant an easement to the Class IV Well located on subject lot to William F. Groff, and assigns, for the following purposes:

1. Ingress and egress for whatever purposes are necessary relating to said Well.
2. The Well also consists of the tank, pumps, building and appurtenances.
3. The area surrounding the well in a 100 foot radius is not to be used for a septic drainage system as well as other restrictions imposed by Pierce County.
4. This Easement is to be recorded in Pierce County when signed by the following

Louis C. Herbert
Louis C. Herbert
Owner

Terrinine R. Boston
Terrinine R. Boston
Owner.

JUL 9 1990

EXCISE TAX EXEMPT: DATE _____
Pierce County

By E. Arvey Auth. Sig.

Auditor's Note:
Complete notary omitted.

71

and

The West 30 feet of Lot 1, in Short Plat No. 3465.

The south 60 feet of Lot 1, ^{and} in Short Plat No. 3465

In addition Grantee shall have an easement to construct, maintain and draw water from a well to be drilled by Grantee 100 feet North and 100 feet East of the Southwest Corner of Lot 1 in Short Plat 3466. Grantee shall also have an easement to construct a pumping and distribution system within a 100 foot radius of said well, except that no above ground structures will be placed within 60 feet of the Southern boundary of Lot 1 in Short Plat 3466; and except that only one above ground structure shall be built and the same shall not occupy more than a 20 foot by 20 foot area.

Also Grantors agree that this Easement shall run with the land for the benefit of Grantee, his successors heirs and assigns, and that they, their successors heirs and assigns will not construct, maintain or suffer to be constructed or maintained upon the said land of the Grantors and within 100 feet of the well of the Grantee, so long as the same is operated to furnish water for public consumption, any of the following: cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

This easement shall be perpetual except that it shall

Utility Easement (Non-Exclusive) -2

8902080115

REEL 487FR1875

terminate if the aforescribed water system is abandoned or becomes inoperable for a period of three years.

Grantors, their successors, heirs and assigns, shall have no liability for construction, operation and repair of the described water system and the Grantee and his successors, heirs and assigns shall hold the Grantors, their successors, heirs and assigns harmless from any liability to third parties from the construction, operation or repair of Grantee's well and water system.

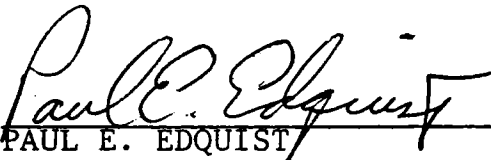
Consideration for this easement is the construction of a water system by Grantee and resulting benefit to the land of the Grantors.

DATED this 18 day of ^{JANUARY 1989} ~~September, 1987.~~ *PE*

GRANTEE:



TERMS APPROVED
JAMES J. HOLLAND
dba SOUTH KITSAP ACRES
WATER SYSTEM

GRANTORS:


PAUL E. EDQUIST

~~(DECEASED)
PAULINE A. EDQUIST~~ *PE*


VICTOR T. NASH

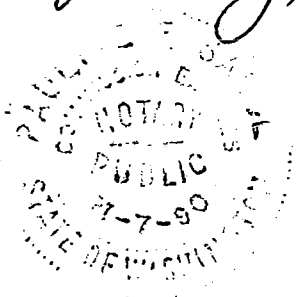

KELLY S. NASH

8902080115

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me PAUL E. EDQUIST and ~~PAULINE A. EDQUIST~~, to me known to be the individuals described herein and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ~~18~~th day of ~~September, 1987.~~
January, 1989



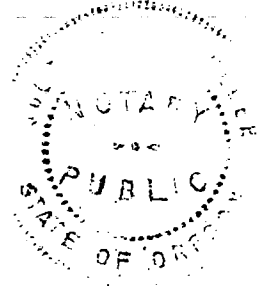
Pauline F. Labol
NOTARY PUBLIC In and for the State of Washington, residing at Tacoma.

My Commission Expires: *11-7-90*

Oregon
STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me VICTOR T. NASH and KELLY S. NASH, to me known to be the individuals described herein and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12 day of ~~September, 1987.~~ *January, 1989*



Julie Anne Buller
NOTARY PUBLIC In and for the State of Washington, residing at Tacoma. *Oregon*

My Commission Expires: 1/13/89

Utility Easement (Non-Exclusive) -4

EXHIBIT D
BILL OF SALE

BILL OF SALE

AMERICAN WATER RESOURCES, INC., a Washington CORPORATION, does hereby sell, assign and transfer unto PENINSULA LIGHT COMPANY, its successors and assigns, effective on _____, 2001, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right title and interest in and to all of the structures, equipment, pipes, mains, pumps, meters, goodwill, inventory, and other personal property as set forth on Attachment 1 hereto, and any and all physical assets and other intangible assets used to provide water distribution service within the 21 Water Systems in Pierce, Kitsap and Mason Counties that are transferred to PENINSULA by the Agreement to which this Bill of Sale is attached.

To have and to hold said chattels and other property with all appurtenances thereto, unto PENINSULA LIGHT COMPANY, its successors and assigns, to and for there use forever.

AMERICAN WATER RESOURCES, INC. does hereby warrant, covenant and agree that it has good and marketable title to the chattels and other property hereby sold, assigned and transferred; and they are free of all liens and encumbrances; that AMERICAN WATER RESOURCES, INC. has good right to sell the chattels and other property as aforesaid; and that AMERICAN WATER RESOURCES, INC. will warrant and defend the sale of the chattels and other property against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, AMERICAN WATER RESOURCES, INC. has caused this Bill of Sale to be duly executed this ___ day of February ___, 2001.

AMERICAN WATER RESOURCES, INC.

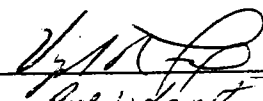
By: 
Its: President

EXHIBIT E

LIST OF WATER RIGHTS BEING TRANSFERRED.

306 Key Ridge	G2-26037 (report of examination)
320 SR 302 # 2	G2-26442 C
323 Groff	G2-26820 C
324 Zimmerman	G2-26736 C
325 Jackson Lake	G2-27136 C
327 Lackey	G2-27633 P
333 Moore Oak	G1-23896 C
336 Razor #1	G2-26876 C
368 Forest Creek	G1-21095 C
321 SR 302 #3	
332 Cozy Lane	

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Rozal #1 336

CERTIFICATE OF WATER RIGHT

- Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE March 3, 1986	APPLICATION NUMBER G 2-26876	PERMIT NUMBER G 2-26876 P	CERTIFICATE NUMBER G 2-26876 C
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NAME Alderton-McMillin Water Supply, Inc.			
ADDRESS (STREET) 7918 47th Avenue E.	(CITY) Tacoma	(STATE) Washington	(ZIP CODE) 98443

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

PUBLIC WATER TO BE APPROPRIATED

SOURCE 2 wells		
TRIBUTARY OF (IF SURFACE WATERS)		
MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 20	MAXIMUM ACRE-FEET PER YEAR 10
QUANTITY, TYPE OF USE, PERIOD OF USE 10 acre-feet per year community domestic supply continuously (20 services)		

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL
670 feet North and 300 feet West of the Southeast section corner.

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) SE $\frac{1}{2}$ SE $\frac{1}{2}$	SECTION 16	TOWNSHIP N. 17	RANGE, (E. OR W.) W.M. 2 E	W.R.I.A. 11	COUNTY Pierce
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RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)
-----	-------	------------------------------------

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

That portion of the SE $\frac{1}{2}$ SE $\frac{1}{2}$ of Section 16, T. 17 N., R. 2 E.W.M., lying Easterly of the Chehalis Western Railroad Right of Way (A.K.A. Milwaukee Railroad Right of Way).

Except the South 30 feet thereof, for 336th Street So. (McCutcheon Warren Co. Road).

Also, except the following described parcel of land:

That part of the SE $\frac{1}{2}$ SE $\frac{1}{2}$ of Section 16, T. 17 N., R. 2 E.W.M., described as follows: Beginning at a point on the South line of said subdivision 386.70 feet West of the Southeast corner of said Section 16; thence North parallel with the East line of said Section 16, a distance of 300.00 feet; thence West parallel with the South line of said Section 16, a distance of 145.00 feet; thence South, a distance of 300.00 feet; thence East, a distance of 145.00 feet to the point of beginning, in Pierce County, Washington.

Subject to an under ground telephone cable easement 30 feet wide under A.F.M. 18022.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CERTIFICATE OF WATER RIGHT

- Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

1103329

CERTIFICATE NUMBER G1-21095C	PERMIT NUMBER G1-21095P	APPLICATION NUMBER G1-21095	PRIORITY DATE December 6, 1973
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NAME ALTON H. BARKER			
ADDRESS (STREET) Route 5, Box 5569	(CITY) Poulsbo	(STATE) Washington	(ZIP CODE) 98370

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

PUBLIC WATER TO BE APPROPRIATED

SOURCE Well
TRIBUTARY OF (IF SURFACE WATERS) -----

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 90.0	MAXIMUM ACRE-FEET PER YEAR 14.5
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QUANTITY, TYPE OF USE, PERIOD OF USE Community Domestic Supply - continuously
--

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION/WITHDRAWAL 650 feet West and 800 feet North of Southeast quarter corner of Sec. 4
--

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)	SECTION 4	TOWNSHIP N. 25	RANGE, (E. OR W.) W.M. 1 E.	W.R.I.A. 15	COUNTY Kitsap
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RECORDED PLATTED PROPERTY

LOT 34	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION) Forest Creek Park
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LEGAL DESCRIPTION OF PROPERTY WATER TO BE USED ON

The Plat of Forest Creek Park in Sec. 4, T. 25 N., R. 1 E.W.M.

*Forest Creek
364*

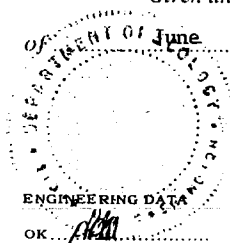
REEL 7388 10

Nothing in this permit shall be construed as excusing the permittee from compliance with any applicable federal, state, or local statutes, ordinances, or regulations including those administered by local agencies under the Shoreline Management Act of 1971.

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

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

Given under my hand and the seal of this office at Olympia, Washington, this 16th day



of June 16, 1975

JOHN A. BIGGS, Director
Department of Ecology

by *[Signature]*
K. JERRY BOLLEN, Assistant Director

FOR COUNTY USE ONLY

Filed for Record June 23 1975 at 10:4 AM
Request of State of Wash.
JED WRIGHT, Kitsap County Auditor

REEL 73FR 11

1103029V

Ecology FWR

73

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

FILED FOR RECORD
REQ. OF *Dept. of Ecology*
1982 MAR 16 AM 10:13

CERTIFICATE OF WATER RIGHT

- Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1919, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

SHERIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY *el*

8203160094

PRIORITY DATE July 30, 1981	APPLICATION NUMBER G1-23896	PERMIT NUMBER G1-23896P	CERTIFICATE NUMBER G1-23896C
--------------------------------	--------------------------------	----------------------------	---------------------------------

NAME TALMO INC.			
ADDRESS (STREET) P. O. Box 401	(CITY) Gig Harbor	(STATE) Washington	(ZIP CODE) 98335

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

PUBLIC WATER TO BE APPROPRIATED

SOURCE Well		
TRIBUTARY OF (IF SURFACE WATERS)		
MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 100	MAXIMUM ACRE-FEET PER YEAR 7.5
QUANTITY, TYPE OF USE, PERIOD OF USE Group domestic supply - continuously		

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION—WITHDRAWAL
500 feet east and 950 feet north of center of Sec. 2

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) NW $\frac{1}{4}$ SE $\frac{1}{4}$	SECTION 2	TOWNSHIP N. 22	RANGE, (E. OR W.) W.M. 1 E	W.R.I.A. 15	COUNTY Kitsap
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RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)
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LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

That portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 2, T. 22 N., R. 1 E.W.M. described as follows:

Commencing at the NW corner of said subdivision; thence S 89°38'03" E along the north line of said subdivision 422.91 feet; thence S 01°26'39" E 500.02 feet to the true point of beginning; thence continuing S 01°26'39" E 52.74 feet; thence along a curve, to the left, having a radius of 1027.79 feet, for an arc length of 99.92 feet, having a central angle of 05°34'13"; thence S 07°00'52" E 108.51 feet; thence S 89°38'03" E 834.95 feet to the east line of said subdivision; thence N 02°05'45" E along said east line 260.00 feet to a point that bears S 89°38'03" E from the true point of beginning; thence N 89°38'03" W 866.41 feet to the true point of beginning.

8203160094

REEL 247FR2275

Moore
353

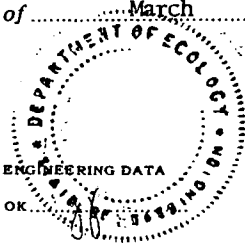
PROVISIONS

Installation and maintenance of an access port as described in Ground Water Bulletin No. 1 is required. An air line and gauge may be installed in addition to the access port.

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

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

Given under my hand and the seal of this office at Redmond Washington, this 15th day of March, 19 82



Department of Ecology

REEL 247FR2276

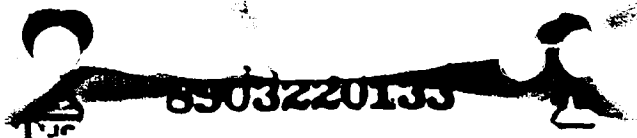
8203160094

by

Robert K. McCormick

ROBERT K. McCORMICK, Regional Manager

FOR COUNTY USE ONLY



Jackson
ck
325

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CERTIFICATE OF WATER RIGHT

- Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE June 22, 1987	APPLICATION NUMBER G 2-27136	PERMIT NUMBER G 2-27136 P	CERTIFICATE NUMBER G 2-27136 C
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NAME Olympic Crown Partnership			
ADDRESS (STREET) P.O. Box 401	(CITY) Gig Harbor	(STATE) WA	(ZIP CODE) 98335

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

PUBLIC WATER TO BE APPROPRIATED

SOURCE A Well
TRIBUTARY OF (IF SURFACE WATERS)

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 35	MAXIMUM ACRE-FEET PER YEAR 4.5
QUANTITY, TYPE OF USE, PERIOD OF USE 4.5 acre feet per year	Group domestic supply (9 services)	As needed

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL
600 feet North and 750 feet West of the Southeast corner Section 22.

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) SE $\frac{1}{4}$ SE $\frac{1}{4}$	SECTION 22	TOWNSHIP N. 21	RANGE, (E. OR W.) W.M. 1W	W.R.I.A. 15	COUNTY Pierce
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RECORDED PLATTED PROPERTY

LOT 9	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION) Large lot subdivision 8412070227
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LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

S $\frac{1}{4}$ SE $\frac{1}{4}$ Section 22, NE $\frac{1}{4}$ Sec. 27, in T. 21 N., R. 1 W.W.M. except County Roads, Pierce County.

89 MAR 22

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PERMIT

TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON

- Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE June 22, 1987	APPLICATION NUMBER G 2-27136	PERMIT NUMBER G 2-27136 P	CERTIFICATE NUMBER
--------------------------------	---------------------------------	------------------------------	--------------------

NAME Olympic Crown Partnership			
ADDRESS (STREET) P.O. Box 401	(CITY) Gig Harbor	(STATE) WA	(ZIP CODE) 98335

The applicant is, pursuant to the Report of Examination which has been accepted by the applicant, hereby granted a permit to appropriate the following described public waters of the State of Washington, subject to existing rights and to the limitations and provisions set out herein.

PUBLIC WATER TO BE APPROPRIATED

SOURCE A Well	PUBLIC WATER TO BE APPROPRIATED		
TRIBUTARY OF (IF SURFACE WATERS)			

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 35	MAXIMUM ACRE-FEET PER YEAR 4.5
QUANTITY, TYPE OF USE, PERIOD OF USE		
4.5 acre feet per year	Group domestic supply (9 services)	As needed

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL 600 feet North and 750 feet West of the Southeast corner Section 22.
--

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) SE $\frac{1}{4}$ SE $\frac{1}{4}$	SECTION 22	TOWNSHIP N. 21	RANGE, (E. OR W.) W.M. 1W	W.R.I.A. 15	COUNTY Pierce
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RECORDED PLATTED PROPERTY

LOT 9	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION) Large lot subdivision 8412070227
----------	-------	--

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 22, NE $\frac{1}{4}$ Sec. 27, in T. 21 N., R. 1 W.W.M. except County Roads, Pierce County.

CERTIFICATE OF WATER RIGHT

Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)

Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE October 18, 1989	APPLICATION NUMBER G2-27633	PERMIT NUMBER G2-27633 P	CERTIFICATE NUMBER G2-27633
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NAME
Lackey Road Water System/Satellite Water Inc.

ADDRESS (STREET) CITY STATE ZIP CODE
P.O. Box H Little Rock Washington 98556

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

PUBLIC WATERS TO BE APPROPRIATED

SOURCE
Well

TRIBUTARY OF (IF SURFACE WATERS)

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 40	MAXIMUM ACRE-FEET PER YEAR 4
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QUANTITY, TYPE OF USE, PERIOD OF USE
4 acre-feet per year Multiple Domestic Supply Year-round, as needed

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL
300 feet south and 150 feet east of the north quarter corner of Section 11.

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) NW¼NE¼	SECTION 11	TOWNSHIP N. 21	RANGE, (E. OR W.) W.M. 1W	W.R.I.A. 15	COUNTY Pierce
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RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)
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LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

The NW¼NW¼NE¼ of Sec. 11, T. 21 N., R. 1 W.W.M., in Pierce County, Washington, except Lackey County Road. Subject to a private road use under recording No. 1845509. Also subject to a non-exclusive easement for power line granted to Peninsula Light Company under AFN 2031051.

#327
Lackey

RECORDED
CATHY PEARSAULT-STIPEK
AUDITOR PIERCE CO, WASH
94 AUG 24 AM 8:56

8

9408240167

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

REPORT OF EXAMINATION
TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON

- Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE November 23, 1981	APPLICATION NUMBER G 2-26037	PERMIT NUMBER	CERTIFICATE NUMBER
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NAME HOLLAND PUMP CO., INC.			
ADDRESS (STREET) P. O. Box 581	(CITY) Wauna	(STATE) Washington	(ZIP CODE) 98395

PUBLIC WATERS TO BE APPROPRIATED

SOURCE two (2) wells		
TRIBUTARY OF (IF SURFACE WATERS)		
MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 90	MAXIMUM ACRE-FEET PER YEAR 20
QUANTITY, TYPE OF USE, PERIOD OF USE 20 acre-feet per year	community domestic supply	continuously
(30 services)		

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL
175 feet North and 300 feet East and 600 feet North and 335 feet East of Southwest Corner of Section 1.

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) SW $\frac{1}{4}$ SW $\frac{1}{4}$	SECTION 1	TOWNSHIP N. 21	RANGE, (E. OR W.) W.M. 1 W	W.R.I.A. 15	COUNTY Pierce
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RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)
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LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

Area served by Holland Pump Company, Inc., Water System within SW $\frac{1}{4}$ of Sec. 1, T. 21 N., R. 1 W.W.M.

*Bay Ridge
306*

324
211M221/MAK-7

CERTIFICATE OF WATER RIGHT

- Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE August 8, 1985	APPLICATION NUMBER G 2-26763	PERMIT NUMBER G 2-26763 P	CERTIFICATE NUMBER G 2-26763 C
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NAME TALMO INC.			
ADDRESS (STREET) P.O. Box 401	(CITY) Gig Harbor	(STATE) Washington	(ZIP CODE) 98335

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

PUBLIC WATER TO BE APPROPRIATED		
SOURCE well		
TRIBUTARY OF (IF SURFACE WATERS)		
MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 40	MAXIMUM ACRE-FEET PER YEAR 4.5
QUANTITY, TYPE OF USE, PERIOD OF USE 4.5 acre-feet per year group domestic supply continuously (9 services)		

LOCATION OF DIVERSION/WITHDRAWAL	
APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL 1625 feet East and 725 feet South of Center of Section 32.	

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) NE $\frac{1}{4}$ SE $\frac{1}{4}$	SECTION 32	TOWNSHIP N. 22	RANGE, (E. OR W.) W.M. 2 E.	W.R.I.A. 15	COUNTY Pierce
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RECORDED PLATTED PROPERTY		
LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

That portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, T. 22 N., R. 2 E.W.M., described as follows:

Commencing at the SW corner of said subdivision; thence South 88°22'55" East along the South line of said subdivision, 100.00 feet to the true point of beginning; thence North 01°43'37" East, parallel to the West line of said subdivision, 386.13 feet; thence North 83°48'15" East 16.65 feet; thence North 08°48'15" East 192.89 feet; thence North 25°00'00" West 89.52 feet to the North line of the SW $\frac{1}{4}$ of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 88°22'19" West along said North line, 100.00 feet to the West line of said subdivision; thence North 01°43'37" East along said West line, 164.82 feet to a point 495.00 feet South 01°43'37" West from the NW corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence South 88°21'42" East, parallel to the North line of said subdivision, 377.82 feet, more or less, to the West right of way line of Gig Harbor Cemetery Road NW; thence Southerly along said West right of way line, 936 feet, more or less, to the South line of said subdivision; thence North 88°22'55" West along said South line, 642.12 feet, more or less, to the true point of beginning.

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#320

CERTIFICATE OF WATER RIGHT

- Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE November 18, 1983	APPLICATION NUMBER G 2-26442	PERMIT NUMBER G 2-26442 P	CERTIFICATE NUMBER G 2-26442 C
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NAME
SR 302 Water Company c/o James J. Holland

ADDRESS (STREET)
P. O. Box 581

(CITY)
Waukena

(STATE)
Washington

(ZIP CODE)
98395

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

PUBLIC WATER TO BE APPROPRIATED

SOURCE
Well

TRIBUTARY OF (IF SURFACE WATERS)

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 55	MAXIMUM ACRE-Feet PER YEAR 40
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QUANTITY, TYPE OF USE, PERIOD OF USE

40 acre-feet per year community domestic supply continuously
(40 connections)
fire protection as needed

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION/WITHDRAWAL
800 feet East and 190 feet South of center of Section 30, T. 22 N., R. 1 E.W.M.

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) NW1/4	SECTION 30	TOWNSHIP N. 22	RANGE, E. (OR W.), S. W. Y. 1 E	R. 1 E.	COUNTY Pierce
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RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)
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LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

The present and projected future service area of the SR 302 Water Company within Section 30, T. 22 N., R. 1 E.W.M.

SR 302 #2
#320

PROVISIONS

The access port shall be maintained at all times on the well(s).

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

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

Given under my hand and the seal of this office at Olympia, Washington, this 4th day of May 1987.

Andrea Beatty Riniker, Director
Department of Ecology

by 
Clark Haberman, Regional Manager

ENGINEERING DATA

OK 

FOR COUNTY USE ONLY

CERTIFICATE OF WATER RIGHTS

Groff
323

- Surface Water (issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- Ground Water (issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE October 16, 1985	APPLICATION NUMBER G2-26820	PERMIT NUMBER G2-26820 P	CERTIFICATE NUMBER G2-26820 C
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NAME
Satellite Water System

ADDRESS (STREET) (CITY) (STATE) (ZIP CODE)
Post Office Box 3362 Lacey Washington 98503

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

PUBLIC WATERS TO BE APPROPRIATED

SOURCE
A well

TRIBUTARY OF (IF SURFACE WATERS)

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE 20	MAXIMUM ACRE-FEET PER YEAR 4.5
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QUANTITY, TYPE OF USE, PERIOD OF USE
4.5 acre-feet per year Group domestic supply (9 services) Year-round, as needed

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL
550 feet west and 1200 feet south of center Section 14.

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION) NE $\frac{1}{4}$ SW $\frac{1}{4}$	SECTION 14	TOWNSHIP N. 22	RANGE, (E. OR W.) W.M. 1W	W.R.I.A. 15	COUNTY Pierce
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RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)
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LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

Lot 5 of a large Lot 5 acre tract subdivision located in W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, T. 22 N., R. 1 W., Pierce County, Washington. Subject to: Approval of large lot subdivision by Pierce County as submitted by Thornton Land Surveying, Inc., Gig Harbor, Washington.

Lot 8 of a large Lot 5 acre tract subdivision located in W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, T. 22 N., R. 1 W., Pierce County, Washington. Subject to: Approval of large lot subdivision of Pierce County as submitted by Thornton Land Surveying, Inc., Gig Harbor, Washington.

92 MAR 12 AM 8:34

RECORDED
BRIAN SOMMERS
AUDITOR PIERCE CO. WASH.
[Signature]

8-

9203120280

EXHIBIT F

LIST OF REGULATORY PERMITS

STATE OF WASHINGTON
Public Water System

Operating Permit

The Department of Health Division of Drinking Water issues a permit to operate

FOREST CREEK PARK (ID# 25920 2)

to owner: **AMERICAN WATER RESOURCES INC**

COUNTY: KITSAP

AMERICAN WATER RESOURCES INC

**921 B MIDDLE FORK RD
ONALASKA WA 98570**

This permit is valid through **MAY 2001**

PERMIT CATEGORY: ** YELLOW ******

The permit category may be modified or the permit revoked subject to water system compliances with applicable State of Washington drinking water rules and regulations and the following statements:

**OBTAIN WATER SYSTEM PLAN APPROVAL PER WAC 246-290-100
FIN VIABILITY PLAN APPROVAL PER WAC 246-290-100**

**NOTE: SYSTEM IS APPROVED FOR 33 SERVICE CONNECTIONS, WFI SHOWS 32
ACTIVE RESIDENTIAL SERVICE CONNECTIONS**

NOTE: WAC 246-294 requires water system plan approval and issuance of a new operating permit before transfer of ownership of a Public Water System.

STATE OF WASHINGTON
Public Water System

Operating Permit

The Department of Health Division of Drinking Water issues a permit to operate

KEY RIDGE WATER SYSTEM - 306 (ID# 48466 T)

to owner: **AMERICAN WATER RESOURCES INC**

COUNTY: PIERCE

AMERICAN WATER RESOURCES INC

**921 B MIDDLE FORK RD
ONALASKA WA 98570**

This permit is valid through **MAY 2001**

PERMIT CATEGORY: ** YELLOW ******

The permit category may be modified or the permit revoked subject to water system compliances with applicable State of Washington drinking water rules and regulations and the following statements:

**OBTAIN WATER SYSTEM PLAN APPROVAL PER WAC 246-290-100
FIN VIABILITY PLAN APPROVAL PER WAC 246-290-100**

**NOTE: SYSTEM IS APPROVED FOR 26 SERVICE CONNECTIONS, WFI SHOWS 17
ACTIVE RESIDENTIAL SERVICE CONNECTIONS**

**NOTE: WAC 246-294 requires water system plan approval and issuance of a new operating permit before transfer
of ownership of a Public Water System.**

5.2.6 Seller has valid easements, licenses or permits for all existing Water System facilities and all such easements are assigned and conveyed to Buyer pursuant to this Agreement.

6. Effective Date and Tax Liability.

6.1 The date of closing of this sale and purchase and the transfer of ownership of the Water Systems ("Effective Date") shall be the date upon which this Agreement has been duly executed by both Parties, the Seller has received regulatory approval for the transfer from the Washington Utilities and Transportation Commission on terms acceptable to the Seller and the Buyer and evidence of WUTC approval and any other regulatory approvals necessary for the transfer of the Water Systems from Seller to Buyer have been received by Buyer.

6.2 Buyer shall be liable for and shall pay any and all excise or other taxes, recording fees, escrow fees, transfer costs of appropriation permit which arise from the sale and purchase set forth in this Agreement.

7. Allocation of Purchase Price.

Buyer and Seller hereby agree that the reasonable fair market value of the personal property transferred to Buyer is \$ _____.

8. Survival and Enforceability of Terms and Conditions.

The terms and conditions contained in this Agreement shall survive the completion of the transfer of the water system and this Agreement and are enforceable by the parties hereto.

9. Indemnities.

9.1 Seller shall indemnify fully, hold harmless and defend Buyer and its affiliates, and principals, elected officials, officers, directors, employees and agents

EXHIBIT 3

On file at the Washington Utilities and Transportation
Commission.