

COPY

**EASTRIDGE WATER COMPANY, INC.
ASSIGNMENT OF OWNERSHIP INTERESTS WITHOUT WARRANTY**

PARTIES

Washington Federal, a national association, successor by merger to South Valley Bank & Trust ("Assignor")
Indian Trail Water Users Association, Inc., an Oregon nonprofit corporation ("Assignee")

RECITALS

A. Eastridge Water Company, Inc. ("**Company**") was an Oregon corporation that was administratively dissolved by the Oregon Secretary of State on or about March 12, 2010.

B. The Company at some point in the past owned and/or operated a public water system ("**Water System**") on property owned by Assignor more particularly described as Parcels 1, 2 and 3, Partition Plat P-10-2014, City of Shady Cove, Jackson County, Oregon ("**Land**").

C. The current ownership of the Water System is unclear; however, concurrently with the delivery of this Assignment, Assignor is conveying Parcel 1, Partition Plat P-10-2014 and all of Assignor's right, title and interest (if any) in the Water System to Assignee.

D. The parties mutually desire that Assignor also assign to Assignee all of Assignor's right, title and interest (if any) in the Company ("**Ownership Interests**") to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

AGREEMENT

1. **Effective Date.** This Agreement is effective upon delivery of this Agreement, executed by Assignor, to Assignee (the "**Effective Date**").

2. **Assets Transferred.** Assignor hereby assigns and quitclaims to Assignee all Ownership Interests owned by Assignor, if any. Assignor makes no representation or warranty whatsoever that it owns any Ownership Interests, or that the Company still has a legal existence or any right to own property, whether located on the Land or elsewhere. The Water System and any Ownership Interests (if they exist at all) may be owned by third parties. Assignee fully acknowledges the foregoing disclaimer of representations and warranties, including the disclaimer of any warranty of title or ownership to either the Water System or any Ownership Interests, and assumes all risk that the Water System and/or the Ownership Interests are owned by third parties.

3. **Consideration for Transfer.** The consideration for this Agreement is the covenants, promises, rights and obligations set forth in that certain Purchase and Sale Agreement by and between Assignor, as Seller, and Assignee, as Purchaser, dated May 21, 2014.

4. **Acceptance.** Assignee hereby accepts the assignment and transfer of Assignor's right, title and interest (if any) in the Ownership Interests as of the Effective Date.

5. **Counterparts.** This Agreement may be executed in counterparts, and an electronic or facsimile copy of a signature shall be deemed an original for all purposes.

ASSIGNOR:

Washington Federal, a national association,
successor by merger to South Valley Bank &
Trust

By: Rueger Gerstmann

Its: AVP

By: _____

Its: _____

ASSIGNEE:

Indian Trail Water Users Association, Inc., an
Oregon nonprofit corporation

By: [Signature]

Its: President