

FILED IN RECORD
SKAMANIA COUNTY WASH
BY Hugh Knapp

SUPPLEMENT TO
AGREEMENT FOR INSTALLATION, MAINTENANCE AND
OPERATION OF WATER SUPPLY AND DISTRIBUTION SYSTEM

PANDS 1 53 III '84

P. Johnson
AUDITOR

GARY M. OLSON

This Supplemental Agreement made this day by and between
B. JONES, hereinafter called "Jones", and MARCIA S. JARTUN, a widow,
hereinafter called "Jartun",

119371

WITNESSETH:

BOOK 142 PAGE 993

RECITALS:

1. Emerson E. Jones, Clara A. Jones, Jay B. Jones, Forrest N. Bowling and Carol K. Bowling entered into a written Agreement For Installation, Maintenance and Operation of Water Supply and Distribution System on the 13th day of November, 1985. Said Agreement is recorded in the office of the Auditor of Skamania County, Washington in Book 85 of Deeds at Pages 506 et seq. Said Agreement affects title to the real estate in Skamania County, Washington, described with particularity in Schedules A and B attached hereto.

Said Agreement is hereinafter referred to as said Agreement.

2. Jay B. Jones' title as remainderman to the real estate described in Schedule A has ripened into fee simple title. As such owner, Jay B. Jones is entitled to all benefits, and subject to all obligations, of the owner of the servient estate as set forth in said Agreement.

3. Marcia S. Jartun has acquired the title of Forrest N. Bowling and Carol K. Bowling to the real estate described in Schedule B. As such successor, Marcia S. Jartun is entitled to all benefits, and subject to all obligations, of the owner of the dominant estate as set forth in said Agreement.

4. The parties hereto desire to modify said Agreement as follows:

AGREEMENTS:

1. The parties hereto agree that Section 4 of said Agreement be and it is hereby amended to provide as follows:

Section 4. MAINTENANCE AND OPERATION:

A. Jay B. Jones agrees to manage the maintenance and operation of the well and primary pipeline without compensation.

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- B. Jones and Jartun agree to share equally the out-of-pocket expenses of such maintenance and operation except personal transportation. Jartun agrees to reimburse to Jones fifty (50%) percent of Jones' out-of-pocket expenses in such maintenance and operation. It is agreed, however, that Jones will not incur such out-of-pocket expenses in excess of \$200.00 per calendar year without first obtaining Jartun's consent to such expenditures.
- C. Each party shall pay the cost of maintenance and operation of the lateral pipelines serving their respective tracts of land.
- D. Jones agrees to pay the electric bills necessary to the operation of the system so long as the ownerships do not change and the number of persons taking water from the system does not significantly increase. In either such event, Jones reserves the right to install a separate electricity meter at the pump site and thereafter to divide the cost of such installation and the power charges proportionately among the persons taking water from the system.

2. Except as above provided, the parties hereto do hereby notify and confirm each and every other provision of said Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 19th day of April, 1994.

Jay B. Jones
Jay B. Jones

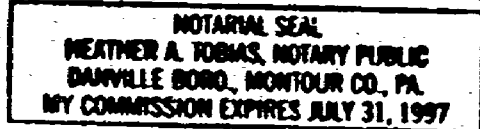
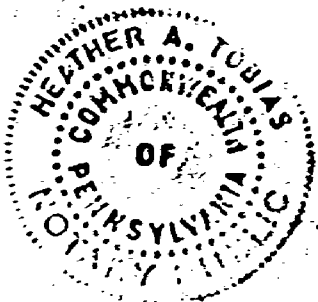
Marcia S. Jartun
Marcia S. Jartun

STATE OF PENNSYLVANIA)
COUNTY OF Montour) ss.

On this day personally appeared before me JAY B. JONES, 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 29th day of April, 1994.

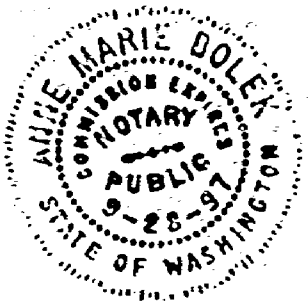
Heather A. Tobias
Notary Public in and for the State of
PA Washington, Residing at Danville
My appointment expires: 7/31/97



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day personally appeared before me MARCIA S. JARTUN, 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 19th day of April, 1994.



Anne M. Bowk
Notary Public in and for the State of
Washington, Residing at Puyallup
My appointment expires: 9/28/97

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