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SKAMANIA CO. WASH
BY *Helene Thagon*

AUG 8 11:51 AM '95
P. Johnson
AUDITOR
GARY M. OLSON

LETTER OF AGREEMENT

122994

Water Supply

BOOK 151 PAGE 639

The Mount Pleasant School shall have access to and use of water from the Thagon family spring under the following conditions:

1. The Thagon family shall be guaranteed to have at its disposal at all times the amount of water that an average family of four uses per day in a similar setting in rural Stevenson/Washougal (i.e. for lawn, garden, car washing, etc.).
2. Any amount of water that is available above and beyond this determined amount (presently and in the future) shall be used to operate the Mount Pleasant School, as long as it exists on its current property.
3. If the amount of water available under this AGREEMENT is not sufficient for present or future conditions of the school, the school shall have to provide the additional water needed from a separate source at the school's cost. There shall be no digging, modifying or enhancement of the flow without the written consent of both parties. Any addition to, or relocation of the pump house/holding tank/reservoir shall be done with only the written consent of both parties.
4. The Mount Pleasant School shall be responsible for all costs for maintenance of the system (i.e., pump, pump house, reservoir, water line to the school, shut off valves, upgrades to meet existing and future State and Federal regulations regarding drinking water standards, and the electricity to run the system). The School shall not be responsible for water line maintenance costs to the Thagon residence or the Grange.
5. From this time forward, the spring shall be known as the Thagon Family Spring, and shall be so noted in all references and documents filed with respect to the water system.

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6. The Mount Pleasant School shall assume all legal costs and insurance to cover any liability concerning anyone working on or around the Thagon Family Spring or on the water system or water line to the school, at the School's direction. The Thagon family is excluded from any liability costs or litigation for any work done at the direction of the School. The School is not liable for work done on the system requested by another party or individual not specifically representing the School.

None of this is meant to change the original intent of the Water Agreement which was to allow the School to use water from the Thagon Family Spring as long as the School is responsible for the operating costs of the water system. Both parties agree that it is not the intent for either party to take advantage of the other.

DATED THIS 14 DAY OF JULY, 1992.

FOR THE THAGON FAMILY:

Helene A. Thagon

Allen W. Thagon

FOR THE MOUNT PLEASANT
SCHOOL:

Dale Perry
Chairman, Board of
Directors

Wayne L. Lott

Billie D. Davis

Donna Carson

[Signature]