

AGREEMENT

This Agreement dated this 21st day of July, 2008 by and between LINCOLN COUNTY, hereinafter known as the party of the first part and Deer Meadows Water Company, Inc., 42180 Osprey Lane, Davenport, WA 99122 hereinafter known as the party of the second part.

WITNESSETH:

WHEREAS, The party of the first part is interested in obtaining a water source for the maintenance and/or construction of the roads in Lincoln County.

NOW THEREFORE, it is mutually agreed by and between the party of the first part and the party of the second part as follows:

1. The party of the first part is hereby granted permission to remove water as needed from the source designated from the party of the second part. The party of the first part will pay the party of the second part **\$5.00** per thousand gallons removed. Royalty is based on gallons per truck and the number of truck loads hauled. The operator of the truck will keep a load count of loads hauled. Said water will be removed by Lincoln County forces.
2. If the party of the second part chooses to receive compensation other than money, such as materials delivered or road work on a private lane, such compensation costs shall be based on actual equipment rental, labor and material rates at the time the work is performed. Above mentioned compensation not to go over the amount due for water. This agreement may be terminated at any time by either the party of the first or second part.

ACCEPTED:

x 

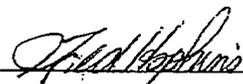
Name: Chuck Spencer
Deer Meadows Water Company, Inc.

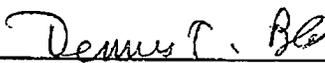
Address: 42180 Osprey Lane, Davenport, WA 99122

601-592-935
Tax ID# or Social Security #

Accepted subject to approval by the Board of County Commissioners

APPROVED:



Board of County Commissioners
Lincoln County, Washington

ATTEST:


Deputy Clerk of the Board