



AGREEMENT

Agreement made this 19th day of April, 1978, between LEONARD SHADDOX and MARGARET SHADDOX, husband and wife, of Skamania County, Washington, herein referred to as Sellers, and the SKAMANIA COUNTY PUBLIC UTILITY DISTRICT NO. 1, a municipal corporation, County of Skamania, State of Washington, herein referred to as the Buyer.

RECITALS

1. Sellers now own certain real property in Skamania County, Washington, which contains a spring called Shaddox Spring which is suitable for use in connection with Buyer's operation of the Underwood Water System located at Underwood, Skamania County, Washington.

2. Buyer operates a water system for its customers living in Underwood, Washington and wishes to purchase all of Sellers' water rights in the Shaddox Spring located on Sellers' property, to install a pumping station at said spring and the necessary pipeline and power utilities including access over and across Sellers' property to Buyer's existing pump station at Gallagher Spring.

SECTION ONE
DESCRIPTION OF PREMISES AND SOURCE

The Sellers own the following described property upon which the Shaddox Spring is located:

5751

Commencing at the N.W. corner of Section 30, Township 5 North, Range 10 E.W.M., located in Skamania County, Washington; thence South 1435.20 feet to a point; thence East 979.58 feet to a 5/8" iron rod which is the true point of beginning:

Thence South 86°10'39" East following the approximate centerline of a road, 100.00 feet to a 5/8" iron rod; thence south 3°49'21" West, parallel with the West line of the Northwest Quarter of said Section 30, 145.00 feet, more or less, to a 5/8" iron rod located

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on the approximate centerline of a County Road; thence South 67°00'16" West following the approximate centerline of said County Road 53.15 feet to a 5/8" iron rod; thence North 66°19'37" West following the approximate centerline of an old access road, 55.89 feet to a 5/8" iron rod; thence North 3°49'21" East, parallel with the West line of the Northwest Quarter of said Section 30, 150.00 feet, more or less, to the true point of beginning.

Said parcel containing 0.363 acres, except for existing access roads, easements, county roads.

SECTION TWO
PAYMENT OF PURCHASE PRICE

The purchase price to be paid by Buyer to Sellers for all of Sellers' water rights in the Shaddox Spring, the property described in Section One and a five foot (5'0") easement between Shaddox Spring and Gallagher Spring shall be paid in the following manner:

Five Thousand (\$5,000.00) Dollars shall be paid to Sellers upon execution of this Agreement and the balance of the contract price shall be paid over a period of twenty (20) years as follows: thirty (\$30.00) dollars per month for the first five (5) years after execution of this Agreement; thirty-nine (\$39.00) dollars per month for the sixth (6th) through tenth (10th) years of this Agreement; Forty-eight (\$48.00) per month for the eleventh (11th) through the fifteenth (15th) years of this Agreement; and fifty-seven (\$57.00) dollars per month for the sixteenth (16th) through twentieth (20th) years of this Agreement.

Upon final payment set forth above, Buyer shall have no further obligation to make further payment to Sellers and Buyer shall own the Sellers' water rights in the Shaddox Spring and the property described in Section One in fee simple.

SECTION THREE
EXECUTION AND DELIVERY OF DOCUMENTS

The Sellers shall deliver to Buyer at the end of twenty (20) years after this agreement a Warranty Deed and Bill of Sale

transferring to Buyer all of the Sellers' right, title and interest in the Shaddox Spring and to the real property described in Section One. Upon execution of this Agreement, Sellers shall deliver to Buyer an Easement Deed granting to Buyer a five foot (5') easement across Sellers' property from the Shaddox Spring to the Gallagher Spring for the purpose of an utility trench to carry Buyer's water, power and control lines between said springs. The costs of any recording fees and revenue stamps shall be borne by the Buyer.

SECTION FOUR INSTALLATION OF WATER MAINS

The Buyer shall be allowed to connect the Shaddox Spring with the Buyer's Underwood water System at Gallagher Springs in Skamania County, State of Washington, and to this end, Buyer shall have the right to install and maintain necessary water main connections, electrical power supplies and control circuits over and through a five foot (5') easement upon Sellers' property between the Shaddox and Gallagher Springs. The Buyer shall have the right to construct a water collection box, and water pump and electric motor and motor control circuits in a pump house to be used for drawing water from the Shaddox Spring.

Buyer shall place and install, at locations designated by the Sellers, a stand pipe for fire protection and a stand pipe for one future domestic or irrigation hook-up. Buyer will furnish untreated water from Shaddox Spring to Sellers for one future domestic or irrigation hook-up at no cost to Sellers.

SECTION FIVE MAINTENANCE OF PROPERTY

Buyer shall keep and maintain the property sold to or installed by the Buyer under this Agreement in good condition and repair, and shall pay all costs and expenses incurred in connection with the maintenance, repair or operation of the property.

SECTION SIX
ASSIGNMENT - DUTIES

This Agreement shall be assignable by either party without the consent of the other, and shall be binding on and inure to the benefit of the successors and assigns of the parties. It is specifically understood that the Sellers and the assignees of the Sellers shall not conduct any activity upon their land surrounding Shaddox Spring which will adversely effect the quality of the water in Shaddox Spring. Sellers shall promptly remove or desist contaminating activities upon Buyer's request.

SECTION SEVEN
TERMINATION

If at any time during the term of this agreement the Buyer decides to terminate the use of this spring in connection with it's water system to the residents of Underwood, Washington and abandon the use of said spring, the Sellers shall have the right to re-purchase said spring and the five foot (5') easement between the Shaddox and Gallagher Springs for the fixed price of Five Thousand (\$5,000.00) Dollars. In that event this agreement is terminated under this Section, neither party shall have any further obligation to the other party under this Agreement.

SECTION EIGHT
GOVERNMENTAL APPROVAL

This Agreement shall be subject to the approval of the Department of Social and Health Services and the Washington State Department of Ecology as said approval relates to water quality and the right to appropriate water sufficient for Buyer's requirements. The Buyer will apply for and pay for any and all permits required by said State Agencies.

IN WITNESS THEREOF, the parties have executed this Agreement at Underwood, Washington the day and year first written above.

BUYER:

Carl F. Nielsen
J. Parsons
W. J. & J. J. Juntunen

SELLERS:

Leonard H. Shaddox
Margaret E. Shaddox

STATE OF WASHINGTON)
County of Skamania)

On this 19th day of April, 1978, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared SID ADAMS, ROLF JEMTEGAARD and CAROL NIELSON, P.U.D. COMMISSIONERS, to me known to be the individuals described as Buyers in and who executed the foregoing Agreement, and acknowledged to me that they signed and sealed this said Agreement as their 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, 1978.

Bernard Gleason
NOTARY PUBLIC in and for the State of Washington, residing at Skamania.

STATE OF WASHINGTON)
County of Skamania)

On this 19th day of April, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LEONARD SHADDOX and MARGARET SHADDOX, husband and wife, to me known to be the individuals described as Sellers in and who executed the foregoing Agreement, and acknowledged to me that they signed and sealed this said Agreement as their 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, 1978.

Bernard Gleason
NOTARY PUBLIC in and for the State of Washington, residing at Skamania.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY Bernard Gleason
OF Skamania

AT Walla Walla May 4 19 78

WAS RECORDED IN BOOK 74

OF Dec 21 PAGE 213

RECORDS OF SKAMANIA COUNTY, WASH.

W. Washburn
COUNTY CLERK

REGISTERED
INDEXED
FILED
RECORDED
COMPALED
MAILED