

Wills to Cooks Investment Company.

THIS AGREEMENT: Made and entered into this 19th day of April, 1909, by and between P.S.C. Wills of Stevenson, Washington, hereinafter called the party of the first part, and Cooks Investment Company, of Cooks, Washington, hereinafter called the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the covenants and agreements made on the part of the party of the second part, and hereinafter contained, agrees to furnish water, to the party of the second part, and their successors in interest by purchase, lease or rent of the property of the town of Cooks, as platted and laid out, and additions thereto, for domestic or household purposes, for a period of fifteen years, from Springs located upon land now owned by the party of the first part, and for the purpose of conducting said water from said Springs, and delivering said water as herein specified, agrees to put in a system of water pipes as follows: From said Springs to the North end of Park Street, a four inch main pipe, from the north end of Park street to the south end of Park Street, a three inch main pipe, and the remaining main pipes two inches in diameter; and the laterals one or one-half inch pipes as considered necessary.

Agrees to have the main pipe laid from the springs to the South end of Park street to a junction in Main Street and services pipes to Railway right of way, and ready to distribute water therefrom within sixty days from the date of establishment of the street line and fixing of the grade thereof by the party of the second part, and the remaining main pipes laid and in servicable condition Four Months thereafter dating from time of notice.

Agrees to furnish water, to users, upon the different lots of the said town of Cooks and its additions, within thirty days from the completion of the laying of the main pipe upon Park street upon the application of the owner of such lot providing application is not made within 60 days.

Agrees to put in (T's) for the purpose of connecting Fire Hydrants at three places, designated by the party of the second part, as follows: and put in a reducer at Park & Main streets for connecting a Fountain pipe.

Agrees to furnish water at all times during the life of this agreement, unless unavoidably prevented, at the rate of \$1.00 minimum, and \$1.50 maximum per month for indoor house use, \$1.50 per month for business houses and hotels, not exceeding 12 rooms, and 25 cents per month per lot for sprinkling lawns and flowers set.

Agrees to lay the water pipes 18 inches under the ground, and at least 6 feet out from the fence line along the street, and leave the established street grades in as good condition as before laying said water pipes, and to use all reasonable diligence in protecting or guarding excavations when laying such pipes.

Agrees to furnish water for a fountain and drinking faucet on the Spokane Portland & Seattle Railroad Right of Way, and water for sprinkling said Right of Way and for fire purposes, free of all charges.

The party of the second part, for and in consideration of the covenants:

and agreements made by the party of the first part and herein contained.

Agrees to give the said party of the first part the exclusive Right or Franchise to use the ground to be dedicated as streets, and to cross and recross the same with water pipes for the purpose of conveying water in that certain tract of land known as Lot 3, Section 34 in Township 3 North of Range 9 East of the W.M. in Skamania County State of Washington, and to be known as the town of Cooke.

Agrees to locate the streets and establish the grade thereof and notify the party of the first part, and give said party sixty days therefrom in which to lay the main water pipe from certain springs located upon land owned by said party of the first part, to the south end of Park street at its junction with Main street.

Agrees to select and designate to the party of the first part, locations for three hydrants to be used for fire protection.

AGREES TO CLEAN UP THE SPOKANE, PORTLAND & SEATTLE Railroad Right of Way, and take proper care of same and to keep same sprinkled and in good shape as an exhibit of resources.

Agrees to erect a Fountain upon said Spokane, Portland & Seattle Railroad Right of Way and connect with water pipe system, established by party of the first part, at Park and Main Streets, To establish a drinking faucet at the southeast corner of the Spokane, Portland & Seattle Depot, arrange proper drainage for said fountain and faucet providing such privileges can be secured from said Railroad.

It is agreed and understood by and between both the party of the first part and the party of the second part to this Agreement:

1. That none of the rights or privileges granted, or acts performed under this agreement, shall be construed or interpreted as creating any vested or prescriptive rights, for either of the parties hereto, or their heirs, assigns or successors in interest.
2. That all matters bearing upon rates and usage of water not contained in this agreement shall be as agreed upon by and between the parties interested.
3. That, should the party of the first part for any reason fail to furnish water as agreed above, the party of the second part is hereby authorized to do such work as is necessary for conducting such water in accordance with this agreement and keeping the same in repair and shall collect therefore all rentals as proper compensation for such service during the life of this agreement, subject to the manner of terminating this agreement as hereinafter provided.
4. That either party hereto wishing to terminate this agreement at the end of the fifteen years agreement to furnish water, on the part of the party of the first part and the Franchise granted by the party of the second part, shall serve written notice upon the other party six months in advance; and that failure to serve such notice by both parties hereto shall co operate as an extension of this agreement for a period of one year, and that the same shall continue in full force and effect from year to year until such notice is served by one of the parties hereto.
5. That at the expiration of this agreement the party of the second part shall have the preference right to purchase the plant or water system herein mentioned and

installed by the party of the first part.

6. That all matters arising between the subscribing parties hereto or their successors operating or using under and by virtue of this contract shall first be submitted to arbitration before bringing suit in any court or settlement.

Witnesses:

M. Armstrong.

Frank Melvin 233 Worcester Bldg.

P.S.C. Wills

Cooks Investment Co
By A.Orrin Perry

W.E. Irwin

Filed for record by P.S.C.Wills on August 4th 1909 at 1:15 P.M.

A. Fleischhauer,

Co. Auditor.

Brewer to Blazier.

This Agreement, Made and entered into this thirtieth day of January, A.D.1909, between Frank A. Brewer, of Duluth, Minnesota, the party of the first part, and J.E? Blazier, of Portland, Oregon, the party of the second part, Witnesseth:

That the party of the first part, in consideration of the covenants and agreements on the part of the party of the second part, hereinafter contained, agrees to sell and convey unto the said party of the second part, and said party of the second part agrees to purchase all of the South East quarter of Section Thirteen (13), in Township Two (2) North, of Range Five (5) East, and Lots Numbered Two (2), Three (3) and Four (4) and East half of South West quarter of Section Seven (7), in Township Two (2) North, of Range Six (6) East, of Willamette meridian, situated in the County of Skamania, and State of Washington, for the sum of Six Thousand Dollars (\$6000.00), gold coin of the United States of America; and the said party of the second part, in consideration of the premises, agrees to pay the said party of the first part said sum of Six Thousand Dollars (\$6000.00) in United States gold coin as follows, to-wit:

Five Hundred Dollars (\$500.00) upon the execution of this agreement: the sum of One Thousand Dollars (\$1000.00) on or before July 1, 1909; the sum of Twenty-five Hundred Dollars (\$2500.00) on or before October 1, 1909, and the sum of Two Thousand Dollars (\$2000.00) on June 15, 1910, with interest on said last payment at the rate of six per cent. Per annum until paid.

And the said party of the second part, in consideration of the premises, hereby agrees that he will pay all taxes and assessments for the year 1909 and which may be hereafter lawfully imposed on said premises.

It is understood and agreed by and between the parties hereto that upon the execution of this agreement and the payment of said sum \$500.00, said party of the second part may use a strip of land 50 feet in width over and across said property