

## Book 3 of Agreements &amp; Leases

WITNESS my hand and official seal this 30th day of September, 1947.

(Notarial seal affixed)

R. W. Barber  
Notary Public for Washington,  
Residing at White Salmon, therein.

Filed for record March 25, 1948 at 2:00 p.m. by Walter A. Wilcox.

John C. Webster  
Skamania County Auditor.

#37721

Claude W. Devine and Sarah J. Devine

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT, Made and entered into this 31st day of March, 1948, be and between Claude W. Devine and Sarah Jane Devine, husband and wife, residing at North Bonneville in Skamania County, State of Washington, witnesseth:

That, whereas, said Claude W. Devine and Sarah Jane Devine are the owners of certain real estate situate in Skamania County, State of Washington, the same being now held in the name of said Claude W. Devine and or Sarah Jane Devine and being desirous that said property and any other real estate that may be hereafter acquired in the name of said parties or either of them shall pass without delay or expense in case of the death of either of said parties to the survivor.

NOW, THEREFORE, in consideration of the love and affection that each of said parties has for the other, it is hereby agreed that in case of the death of the said Claude W. Devine while the said Sarah Jane Devine survives, the whole of said property hereinbefore described, together with any other property by them hereafter acquired, shall at once vest in said Sarah Jane Devine in fee simple, and in the event of the death of said Sarah Jane Devine while the said Claude W. Devine survives, the whole of said property hereinbefore described, together with any other property by them hereafter acquired, shall at once vest in the said Claude W. Devine in fee simple.

IN WITNESS WHEREOF, the said Claude W. Devine and Sarah Jane Devine have hereunto set their hand and seals this 31st day of March, 1948.

In the presence of

Sarah Jane Devine

Claude W. Devine

STATE OF WASHINGTON, )  
County of Skamania ) SS.

I, R. M. Wright, a Notary Public in and for the said State, do hereby certify that on this 31st day of March, 1948, personally appeared before me Claude W. Devine and Sarah Jane Devine to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

R. M. Wright  
Notary Public in and for the State of Washington, residing at Stevenson in said County.

Filed for record April 2, 1948 at 1-31 p.m. by Claude W. Devine.

John C. Webster  
Skamania County Auditor

#37879

Town of North Bonneville and Paul C. Peterson, executrix

AGREEMENT

THIS AGREEMENT Made and entered into this 12 day of May, 1948, by and between

EM  
-CP

## Book 3 of Agreements and Leases

the TOWN OF NORTH BONNEVILLE in the State of Washington (hereinafter referred to as "the town") and PAULINE C. PETERSON, as executrix of the estate of P. A. Peterson, deceased (hereinafter referred to as "Peterson"),

W I T N E S S E T H:

WHEREAS, the town desires to buy and Peterson has agreed to sell to the town certain quantities of water on the terms and conditions hereinafter provided,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Commencing on the 12 day of May, 1948 and extending to October 31, 1948 E.M. RAO PCP Peterson agrees to deliver to the town at the existing connection (as the same is hereinafter located) not to exceed 200,000 cubic feet of water per month. The existing connection is located approximately 100 feet east of the southwest corner of the P. A. Peterson tract, which tract is situated in Skamania County, Washington immediately adjacent to the city limits of said town on the east. All water shall be delivered by gravity flow and in the condition which it flows from the source of supply.

2. The rates which the town shall pay Peterson are as follows:

- (a) Water furnished to June 30, 1948 not in excess of 200,000 cubic feet - the sum of \$1.00.
- (b) Water furnished after June 30, 1948 - \$100.00 per month for quantities not in excess of 200,000 cubic feet in any month.
- (c) Quantities over 200,000 cubic feet in any month - \$.03 per 100 cubic feet.

Peterson shall not be obligated to supply more than 200,000 cubic feet per month but may supply additional quantities if requested by the town and such quantities are available.

3. Peterson shall not be liable in any manner for failure to deliver water when such failure is the direct or indirect result of fire or other casualty, Acts of God, or circumstances or happenings beyond or outside her control.

Peterson shall not be liable for failure to supply water during periods when it is necessary to stop the flow of water for repairs.

4. The town shall have the right to cancel this agreement at any time upon written notice to Peterson, provided that all amounts due Peterson at the time of cancellation shall be paid promptly.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and date first above written.

TOWN OF NORTH BONNEVILLE

BY: R. A. Olson - Mayor  
Edna Mintzer - Clerk

Pauline C. Peterson  
Pauline C. Peterson, executrix of  
the estate of P. A. Peterson.

Filed for record May 14, 1948 at 2:30 p.m. by Edna Mintzer.

*John C. Wooten*  
Skamania County Auditor.

#37880

North Bonneville Water Company and Town of North Bonneville

RT HF5-11-48 5  
AGREEMENT

THIS AGREEMENT, Made and entered into this 12 day of May, 1948, by and between North Bonneville Water Company, a corporation of the State of Washington, hereinafter referred to as the "Company" and the TOWN OF NORTH BONNEVILLE, a municipal corporation of the State of Washington, hereinafter referred to as the "Town",

W I T N E S S E T H:

WHEREAS, the Company is a privately owned utility supplying water for domestic consumption to certain residents of the Town and to other outside the Town, and