

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

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WHEREAS, the Company has agreed to sell and the Town has agreed to buy the Company's pipe lines within the corporate limits of the Town, and other personal property, as evidenced by a bill of sale and two assignments made by the Company to the Town simultaneously with the making of this agreement, and

WHEREAS, the Company and the Town have reached other agreements in connection with said sale as hereinafter provided;

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good, valid and sufficient consideration paid by the Company to the Town, receipt of which is hereby acknowledged, it is agreed as follows:

1. The Town unconditionally covenants and agrees that it will supply and furnish water to all customers now being served by the Company, whether such customers reside inside or outside the limits of the Town; provided, the Town shall not be obligated to supply existing customers of the Company whose water bills are delinquent. Within ten (10) days from the date of the execution of this agreement, the Company agrees to furnish the Town with a list of all its customers and will indicate on such list those customers who are delinquent in the payment of their bills.

2. It is understood and agreed that the Company is indebted to the Bonnevista Club, an unincorporated club whose members resided in and about the Town of North Bonneville, Washington, in the amount of \$135.81 as of April 30, 1948, which liability arose out of a certain lease, as extended, but now terminated, by and between said Bonnevista Club, Lessor, and the Company, Lessee, and that the Company has been unable to locate a responsible officer of said club during the past several years to whom said amount could be paid, and that said amount has been paid to the Town, receipt of which is acknowledged, and the Town agrees to indemnify and save the Company harmless from any and all liability for the payment of said sum to the Bonnevista Club or any of its members.

3. It is further understood and agreed that all revenue from the sale of water by the Company which accrued on or before May 12, 1948, shall belong to the Company JWB EM and that all revenue accruing from such source after said date shall belong to the Town. PCP RAO

IN WITNESS WHEREOF, this agreement has been signed the day and year first written.

NORTH BONNEVILLE WATER COMPANY,
a corporation

By James G. Boyes

President

Attest: P. C. Peterson

Secretary

(Corporate seal affixed)

TOWN OF NORTH BONNEVILLE, WASHINGTON
By R. A. Olson Mayor
Attest: Edna Mintzer, Town Clerk

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

James C. Webster
Skamania County Auditor.

#37928

The Wheeler, Osgood Co., and Albert Aalvik

A G R E E M E N T

THIS AGREEMENT, made and entered into this 20 day of May, 1948, by and between THE WHEELER, OSGOOD CO., a corporation organized and existing under the laws of the State of Washington, as party of the First Part, hereinafter referred to as WHEELER OSGOOD, and ALBERT AALVIK, as party of the Second Part, hereinafter referred to as AALVIK;

WITNESSETH:

WHEREAS, Wheeler Osgood is the owner of all the standing and fallen merchantable timber on the following described land situate in Skamania County, Washington, to-wit: