

14042

P. S. C. WILLS To STEVENSON WATER COMPANY

THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN P. S. C. WILLS PARTY OF THE FIRST PART AND STEVENSON WATER COMPANY, A CORPORATION, PARTY OF THE SECOND PART, WITNESSETH:

WHEREAS, THE PARTY OF THE SECOND PART IS A PUBLIC SERVICE CORPORATION ENGAGED IN THE BUSINESS OF SUPPLYING WATER TO THE TOWN OF STEVENSON AND VICINITY IN SKAMANIA COUNTY, WASHINGTON AND DESIRES TO OBTAIN AN ADDITIONAL SUPPLY OF WATER FOR THE PURPOSE AFORESAID; AND

WHEREAS, THE PARTY OF THE FIRST PART IS THE OWNER OF CERTAIN PROPERTIES IN SECTIONS THIRTY-FOUR AND THIRTY-FIVE IN TOWNSHIP THREE NORTH RANGE SEVEN E. W. M. WHICH IS LOCATED A SPRING OR LAKE CONTAINING ADEQUATE SUPPLY OF WATER.

NOW THEREFOR, IN ORDER TO PROVIDE WATER FOR THE SAID PARTY OF THE SECOND PART THE PARTY OF THE FIRST PART COVENANTS AND AGREES THAT, IN CONSIDERATION OF THE PAYMENTS TO BE MADE AS HEREINAFTER PROVIDED, HE WILL DEVELOP THE WATER IN THE SPRING ABOVE MENTIONED AND CONSTRUCT AN INTAKE FROM THE SOURCE AND HEAD-WATER OF THE WATER SUPPLY AND WILL CONSTRUCT AND MAINTAIN THEREFROM A PIPE LINE OF NOT LESS THAN TWO INCHES IN DIAMETER FROM SAID LAKE TO THE POINT OF INTERSECTION OF ROCK CREEK ROAD WITH MCKINLEY STREET IN ROSELAWN ADDITION TO THE TOWN OF STEVENSON AND WILL FURNISH TO THE SAID PARTY OF THE SECOND PART ALL THE WATER THAT WILL FLOW THROUGH SAID PIPE LINE CONSTRUCTED AS AFORESAID EXCEPT AS HEREINAFTER PROVIDED FOR THE TERM OF 25 YEARS FROM THE DATE HEREOF.

THE SAID PARTY OF THE FIRST PART FURTHER PROMISES AND AGREES THAT DURING THE TERM AFORESAID HE WILL KEEP AND MAINTAIN THE SAID PIPE IN GOOD REPAIR AND CONDITION AND WILL CONTINUOUSLY FURNISH WATER BY MEANS THEREOF TO THE FULL CAPACITY OF SAID PIPE EXCEPT AS HEREINAFTER STATED.

THE SAID PARTY OF THE SECOND PART IN CONSIDERATION HEREOF PROMISES AND AGREES TO PAY THE PARTY OF THE FIRST PART THE SUM OF \$75.00 PER MONTH FOR WATER FURNISHED AS AFORESAID, PAYMENTS TO BE MADE ON OR BEFORE THE TENTH DAY OF EACH MONTH.

SAID PARTY OF THE FIRST PART PROMISES AND AGREES TO COMPLETE THE SAID PIPE LINE ON OR BEFORE THE 1ST DAY OF AUGUST, 1927 AND TO CONTINUOUSLY FURNISH WATER TO THE PARTY OF THE SECOND PART AT THE POINT OF INTERSECTION OF SAID ROCK CREEK ROAD TO MCKINLEY STREET FROM AND AFTER THE DATE OF COMPLETION AFORESAID.

IT IS FURTHER UNDERSTOOD AND AGREED THAT IN CASE THE REVENUE OF PARTY OF THE SECOND PART SHALL BE LESS THAN \$240.00 PER MONTH GROSS, THE PAYMENTS HEREUNDER SHALL BE MADE IN PROPORTION OF 75 TO 240 OF THE GROSS REVENUE.

THE PARTY OF THE FIRST PART RESERVES THE RIGHT TO PLACE FIRE PLUGS ON THE SAID PIPE LINE AT THE RYAN ALLEN MILL IN SAID SECTION 35; SAID FIRE PLUGS TO BE USED ONLY IN CASE OF FIRE AT SAID MILL OR BUILDINGS AT THE SITE OF SAID MILL, AND NOT TO BE USED FOR THE PURPOSE OF WETTING WASTE DUMP OR OTHER SIMILAR USES.

IN TESTIMONY WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS IN DUPLICATE THIS 30TH DAY OF APRIL, 1927.

P. S. C. WILLS
PARTY OF THE FIRST PART
STEVENSON WATER COMPANY

By P. S. C. WILLS
PRESIDENT

{ CORPORATE
SEAL }

ATTEST: MRS. GUSSIE McCOMBS
SECRETARY

THE FOREGOING CONTRACT IS APPROVED

BANK OF STEVENSON, TRUSTEE

By Geo. F. Christensen
PRESIDENT

WHEREAS, P. S. C. WILLS, PARTY OF THE FIRST PART, NAMED IN THE FOREGOING AGREEMENT BETWEEN P. S. C. WILLS AND STEVENSON WATER COMPANY, HAS THIS DAY EXECUTED AND DELIVERED TO FANNIE A. ARNOLD AND ALEX McKEIGHAN HIS CERTAIN INDENTURE OF MORTGAGE BEARING DATE APRIL 30TH, 1927 TOGETHER WITH NOTES THEREIN MENTIONED IN THE AGGREGATE SUM OF \$2900.00 AND NUMBERED ONE TO THIRTY INCLUSIVE; AND

WHEREAS, IT IS PROVIDED IN SAID MORTGAGE THAT THE FOREGOING CONTRACT SHALL BE ASSIGNED TO THE MORTGAGEES THEREIN NAMED AS FURTHER AND ADDITIONAL SECURITY FOR THE PAYMENT OF SAID PROMISSORY NOTES.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE SUM OF \$1.00 TO HIM IN HAND PAID THE SAID P. S. C. WILLS TRANSFERS, ASSIGNS, AND SETS OVER UNTO FANNIE A. ARNOLD AND ALEX McKEIGHAN THE WITHIN AND FOREGOING CONTRACT BEARING DATE THE 30TH DAY OF APRIL, 1927 MADE AND EXECUTED BY AND BETWEEN P. S. C. WILLS, PARTY OF THE FIRST PART AND STEVENSON WATER COMPANY, PARTY OF THE SECOND PART THEREIN, AND DOES HEREBY AUTHORIZE THE TREASURER OF THE STEVENSON WATER COMPANY TO PAY UNTO THE SAID ASSIGNEES ALL SUMS OF MONEY WHICH MAY GROW DUE HIM UNDER THE TERMS OF SAID CONTRACT UNTIL THE MORTGAGE ABOVE REFERRED TO SHALL HAVE BEEN FULLY PAID, SATISFIED AND DISCHARGED.

IT IS UNDERSTOOD AND AGREED THAT THIS ASSIGNMENT IS GIVEN AND TAKEN AS COLLATERAL SECURITY ONLY AND THAT ALL PAYMENTS HEREUNDER SHALL BE CREDITED UPON THE NOTES MENTIONED IN THE ABOVE DESCRIBED MORTGAGE AND THAT UPON FULL PAYMENT THEREOF SAID AGREEMENT SHALL BE RE-ASSIGNED TO THE SAID P. S. C. WILLS HIS HEIRS OR ASSIGNS.

DATED THIS 30TH DAY OF APRIL, 1927.

P. S. C. WILLS

FILED FOR RECORD MAY 5, 1927 AT 11:55 O'CLOCK A. M. BY W. A. ARNOLD.

W. A. Arnold
COUNTY AUDITOR

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14273 NORTHWESTERN EQUIPMENT CO TO SKAMANIA LOGGING COMPANY

INDENTURE MADE THIS SIXTH DAY OF AUGUST, 1927, BETWEEN NORTHWESTERN EQUIPMENT CO., HEREINAFTER CALLED "LESSOR", PARTY OF THE FIRST PART, AND SKAMANIA LOGGING COMPANY, HEREINAFTER CALLED "LESSEE," PARTY OF THE SECOND PART;

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS; LESSOR HEREBY LEASES TO LESSEE, AND LESSEE HEREBY HIRES FROM LESSOR THIRTY (30) SETS OF SOLID SIDE FRAME TRUCKS, HIGH AND LOW DRAWBAR, NUMBERED 100 TO 159, INCLUSIVE, AND LETTERED S. L Co., TO BE DELIVERED BY LESSOR TO LESSEE AT VANCOUVER, WASHINGTON, ON AUGUST 6, 1927, UNLESS DELAYED BY STRIKES, FIRES, ACCIDENTS OR UNAVOIDABLE OCCURRENCES, FOR A TERM COMMENCING ON DELIVERY AND ENDING AUGUST 1ST, 1928, AT AND FOR A RENTAL OF \$40,500.00 PAYABLE AT THE OFFICE OF THE LESSOR IN THE CITY OF PORTLAND, AS FOLLOWS; \$5,000.00 CASH, AND THE BALANCE COVERED BY TEN PROMISSORY NOTES, EACH IN THE AMOUNT OF \$3,550.00, FALLING DUE MONTHLY FROM NOVEMBER 1ST, 1927, WITH INTEREST ON EACH OF SAID DEFERRED PAYMENTS OF RENTAL AT THE RATE OF SIX PER CENT. PER ANNUM FROM DATE UNTIL PAID.

AS EVIDENCE OF ITS OBLIGATION TO MAKE SAID PAYMENTS OF RENTAL, LESSEE SHALL EXECUTE AND DELIVER TO LESSOR FORTHWITH TEN PROMISSORY NOTES PAYABLE TO LESSOR AS FOLLOWS: