

On this 26th day of June 1951 there appeared before me, a Notary Public for the State of Washington, Sam Foster to be known to be the parties described in the above instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

(Notarial Seal affixed)

Oliver Clever.
Notary Public for the State of Wn.
residing at N. Bonneville therein
My commission expires 6-30 1953.

Filed for record July 26, 1951 at 10-30 a. m. by Public Utility District #1.

John C. Machter
Skamania County Auditor

#42775 Public Utility District #1 to Arthur Kerr, et ux

AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of July 1951 by and between Public Utility District #1 of Skamania County, Washington, hereinafter referred to as the "District" and Am M. Kerr & Zella E. Kerr, a husband and wife, hereinafter referred to as the "Owner",

WITNESSETH:

THAT WHEREAS the Owner desires to have the District build a line ext. to serve his premises; and the cost of such line extension is estimated to be \$722.00;

NOW THEREFORE it is AGREED by and between the District and the Owner as follows, to wit:

1. The District will construct, operate and maintain a line extension extension to serve the Owner's premises, described as follows, to wit:.

S2-NW-NW 20 Acres Sec. 35- 2 township range 5
E 2 SW-NW 20 Acres 35 Sec. Township 2 range 5

2. The Owner agrees to purchase electricity from the District for a period of 10 years, commencing with the billing date during which such electric Service shall be available, and further agrees to pay minimum billing during such period, of not less than \$10.20 per each bi-monthly billing therein, irrespective of whether the service is used or not.

3. It is further agreed that this contract shall be a continuing lien, upon the above described property against the Owner, his heirs or assigns in interest until such time as the billings in the above mentioned amount representing the cost of the extension have been collected in full.

4. In the event that the cost of such construction is less than the estimate thereof, the District will, after the completion thereof, make such adjustment in the amount of minimum bi-monthly billings or the number of them as is justified by the circumstances.

5. Foreclosure of this lien shall be enforceable only after at least six bi-monthly billings hereunder shall have become in arrears. No foreclosure shall be instituted hereunder except after sixty days notice by registered mail to the owner of record at his last known address as per the County Treasurer's records. In case successful delivery by registered mail is not made to the owner of record within fifteen day of mailing date, then foreclosure will be made only after appropriate resolution by the Board of Commissioners of the District in regular meeting.

6. Terms of this agreement may be amended by mutual agreement by the parties hereto upon regularly adopted resolution by the Commissioners of the District, and the recording of such resolution in the Records of Skamania County. Costs involved in recording such resolution shall be borne by the party seeking the change.

7. Foreclosure under this lien shall be in accordance with the regularly prescribed