

Book 4 of Agreements & Leases

STATE OF WASHINGTON }
County of Skamania } ss.

On this day personally appeared before me George W. Golden and Jamie Golden to me known to be the individuals described in and who executed the foregoing 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.

Given under my hand and official seal this 26th day of April, 1951.

(Notarial seal affixed)

Robert J. Salvesen
Notary Public in and for the State of Washington. Residing at Stevenson, therein.

Filed for record May 3, 1951 at 8-45 a.m. by George Laxson.

John C. Wadsworth
Skamania County Auditor

#42529

Donald A. Brown to Lloyd H. Fuller, et ux, et al

LEASE

This lease, made and executed between Donald A. Brown, of North Bonneville, Washington of the first part, and Mr. Lloyd H. Fuller, and wife, Mabel E. Fuller, and Mr. Alfred R. Daugherty, and wife, Betty Jean Daugherty, parties of the second part.

WITNESSETH: That in consideration of the rents and other covenants hereinafter expressed, the first party demises and leases, and does hereby demise and lease to the second parties the following described property.

The double building known as the Tourist Cafe situated on the main street of North Bonneville, on the southeast portion of the Brown Tract, a part of the old Cranowith donation land claim, beginning at a point in the North line of State Road number eight, (#8), three hundred and twenty (320') feet West of Section line between sections numbered twenty-one (21) and numbered twenty-two (22), township two (2) North Range seven (7) East W. M. in Skamania County, Washington.

With the privilege thereto, for and during the term of one (1) year and eight (8) months, from the 4th day of January 1951 to the 4th day of September 1952.

On the 4th day of January 1951, and then on the 4th day of every following month the second party shall pay or cause to be paid to Mr. Donald A. Brown the monthly rental of twenty (\$20.00) dollars during the term of this lease. The second party is likewise granted a two year extension of time, to the 4th day of September 1954 on an adjusted rental rate of \$25.00 dollars per month. This extension shall be optional with the second party.

All rentals paid to the first party shall also include the water to be used by the second party. The water system of the Brown Tract being a pumping plant, the first party shall not be held responsible for unforeseen accidents or temporary breakdowns beyond his control.

It is understood that the use of said property by the second party is for the sole purpose of a public cafe and confectionary, also the city Bus Station, and they agree to keep the premises free from debris and also to comply with sanitary requirements demanded by the commonwealth, and to the best of their ability to permit no undue traffic in lewd practices or intoxicating liquor.

The second party may make any reasonable or necessary constructive alterations about the premises for the maintenance or further improvement of their business, at their own expense, and on approval of the first party.

Ten additional days of grace are allowed in which to make said rental remittances by the said tenants to the first party.

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This lease may be transferred at any time upon proper notification to the first party and upon approval of the first party on the same lease conditions.

All the foregoing stipulations herein contained shall be mutually binding on administrators, heirs, and assigns of the parties hereto.

Witness:

Signed Donald A. Brown.
First party.
Signed Lloyd Fuller.
Second party.
Signed Mabel E Fuller.
Second party.
Signed Alfred R. Daugherty.
Second party.
Signed Betty Jean Daugherty.
Second party.

Filed for record June 13, 1951 at 9-35 a. m. by Alfred Daugherty.

John C. Daugherty
Skamania County Auditor

#42603

PUD #1 of Skamania Co. and Philip W. Jungert et ux

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of June 1951 by and between Public Utility District #1 of Skamania County, Washington, hereinafter referred to as the "District" and Philip W Jungert, a single person, husband and wife, hereinafter referred to as the "Owner", WITNESSETH:

THAT WHEREAS the Owner desires to have the District build an Electric Extension to serve his premises; and the cost of such electric extension is estimated to be \$300.00;

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 an electric line extension to serve the Owner's premises, described as follows, to wit:

All of that portion of the North onehalf of the S.W. onequarter; the N.E. onequarter of the S.W. one quarter of the S.W. one quarter; and the S.E. one quarter of the S.W. one quarter of Section 25, Township 3, Range 7 E.W.M. which lies on the westerly side of Farm to Market Road #2.

2. The Owner agrees to purchase Electricity from the District for a period of Five 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 the minimum monthly/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 monthly/bi-monthly billings 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 days 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