

Book 4 of Agreements & Leases

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

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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 procedure for the foreclosure of Real Estate Mortgages in the State of Washington, and all costs involved including a reasonable Attorney's fee shall be borne by the owner, his heirs and assigns.

8. It is agreed that the title of said lines shall remain with the District, its successors, or assigns.

ENTERED INTO at Stevenson, Washington, this 14th day of June 1951.

APPROVED this 22 day of June 1951.

Public Utility District #1 of
Skamania County, Washington,

Owners

Philip W Jungert

Henrietta Adams Jungert

By J C Price
Vice-President

Filed for record June 27, 1951 at 2-00 p.m. by P.U.D. #1 of Skamania County.

John C. Washington
Skamania County Auditor

#42638

Otis Shepardson et ux to the Long-Bell Lumber Company

LEASE

THIS AGREEMENT OF LEASE, Made and entered into this 27th day of June, 1951, by and between OTIS SHEPARDSON and EDITH SHEPARDSON, husband and wife (hereinafter referred to as "Lessors"), and THE LONG-BELL LUMBER COMPANY, a Missouri corporation duly authorized to transact business in the State of Washington, (hereinafter referred to as "Lessee")

WITNESSETH THAT:

The parties hereto, for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessors hereby lease to the Lessee, its successors and assigns, the following described real property, together with all improvements thereon and appurtenances thereto, situated in Skamania County, Washington, to-wit:

Government Lot Four (4) of Section Twenty-seven (27),
Township Three (3) North, Range Eight (8) East of W. M.
(Except the United States government flowage easement
and Washington State Fish Hatchery property)

for use as a log dumping, booming and rafting grounds, and all other uses customarily incident thereto.

2. Lessors represent and covenant that they are the owners in fee simple of the lands above described and have full right and authority to lease the same, and that there are no outstanding interests, liens or encumbrances that will interfere with the Lessee's full and exclusive possession of the leased premises in accordance with the terms of this lease. In the event that the Lessee's possession of the premises is, in the judgment of Lessee, threatened by reason of default in the payment of any lien, tax or encumbrance on the lands above described, the Lessee may satisfy such default and deduct the amount so paid from any amount due the Lessors as rental under this lease.

3. The term of this lease shall be ten (10) years beginning July 1, 1951 and ending midnight, June 30, 1961.

4. The Lessee covenants and agrees to pay the Lessors as rent for such premises the sum of ten cents (\$0.10) per thousand feet commercial log scale of logs boomed and rafted at the dump operated on said lands: Provided, however, that the minimum rental for the ten-year term shall be Twelve Thousand Dollars (\$12,000.00) whether or not any logs are dumped, boomed and rafted on said lands during the term. The rental shall be payable monthly on the basis