

## Book 4 Agrsement and Leases

#42735

Hattie L. Brown to H. S. Bolander

## LEASE

This lease, made and executed between Hattie L. Brown, widow of North Bonneville, Washington, of the first part, and Mr. H. S. Bolander, of North Bonneville, Washington, 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 party the following described parcel of ground.

A plot of ground twenty-five (25') feet east and west, by seventy-five (75') feet north and south, known as Lot number twelve (#12) in Block number Three (#3), as shown on the plat of Brown's Court, situated in the Brown Tract, a part of the old Chepwith 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 ten (10) years, from the 10th day of August 1949 to the 10th day of August 1959, with the further privilege of an extension of time of said lease, which extension shall be optional with the second party.

On the 10th day of August 1949, and then on the 10th day of every following month the second party shall pay or cause to be paid to Hattie L. Brown the monthly rental of three (\$3) dollars during the term of this lease.

It is understood that the use of said ground by the second party is for the sole purpose of residence and/or living quarters, and he agrees to keep the tract free from debris and also to comply with sanitary laws and requirements demanded by the commonwealth, and to the best of his ability to permit no undue traffix in lewd practices or intoxicating liquor.

The first party shall pay all taxes assessed against the ground value. The second party shall provide and pay water taxes or assessments. And he shall pay the taxes assessed on the value of his improvements. The improvements may be moved off the ground at the expiration of this lease, providing lessee has faithfully fulfilled the covenants herein contained. Ten additional days of grace are allowed in which to make said rental payments to the first party.

This lease may be sub-rented or transferred at any time upon proper notification to 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.

Signed Hattie L Brown .  
First Party.

Signed H. S. Bolander .  
Second Party.

Witness:  
Donald A. Brown.

(Acknowledgement-Individual)

STATE OF WASHINGTON, )  
County of Skamania ) ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 9th day of May 1951 personally appeared before me Hattie L Brown - by Donald Brown - Power of Atty. to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

## Book 4 Agreement and Leases

(Notarial Seal affixed)

Dena K. Corner  
 NOTARY PUBLIC in and for the State of Washington,  
 residing at No. Bonneville Wash.

Filed for record July 18, 1951 at 2-30 p. m. by Hazel Garwood.

*John C. Machter*  
 Skamania County Auditor

#42979

Public Utility District #1 to Robert E. Holmes, et ux et al

## AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of Aug. 1951 by and between Public Utility District #1 of Skamania County, Washington, hereinafter referred to as the "District" and Robert E. Holmes & Edith Holmes, a husband and wife, hereinafter referred to as the "Owner",

## WITNESSETH:

Otis Shepardson and Edith Shepardson

THAT WHEREAS the Owner desires to have the District build a Line Extension to serve his premises; and the cost of such line extension is estimated to be \$550.00;

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:  
 N. E.  $\frac{1}{4}$  of the N. E.  $\frac{1}{4}$  of section 27 T 3 N R 8 E. W. M.
2. The Owner agrees to purchase Electricity from the District for a period of 6 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 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 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 16 day of August 1951