

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. Nachter
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

Book 4 Agreements and Leases

APPROVED this 17th day of Aug 1951.

Public Utility District #1 of
Skamania County, Washington,By J C Price
President

Owners

#Robert E. Holmes

#Edith Holmes

#Otis Shepardson

#Edith ShepardsonState of Washington)
County of Cowlitz) ss:

On this 16 day of August 1951 there appeared before me, a Notary Public for the State of Washington, Robert E. Holmes Edith Holmes. Otis Shepardson Edith Shepardson to me 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)

M. C. Ellis
Notary Public for the State of Wash-
ington residing at Castle Rock, Wash.
Therein. My commission expires March
30 1955.

Filed for record September 17, 1951 at 2-18 p. m. by Public Utility District #1.

John C. MacIntyre
Skamania County Auditor

#42993 M & P Timber Co. to McCormick Lumber & Mfg. Co.

AGREEMENT

This agreement made, this 20th day of November, 1950 by and between the M. & P. TIMBER CO. hereafter called the seller and MC CORMICK LBR. & MFG. CORP. hereafter called the buyer, whereas the seller entered into an agreement with the buyer for the purchase of all merchantable timber being on that certain real property situated in Skamania County, state of Wash. described as follows:

SW 1/4 OF THE N.W. 1/4 OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 9 EAST OF WILLIAMETTE
MERIDIAN. Containing 40 Acres

The purchase price of said timber to be \$3,000.00 (Three Thousand Dollars) receipt of which is hereby acknowledged.

The seller hereby grants the buyer two years (2 yr.) from this date (Nov. 20, 1950) in which to remove the timber from this tract.

It is also understood the seller is to provide right of way, free of charge, over the above described property for the removal of this timber, timber to free from all Encumbrances

IN WITNESS WHEREOF, the parties here executed this agreement in duplicate upon this date.

Ford Petersen
McCORMICK LBR. & MFG. CORP.

Frank M. Parsons
M. & P. TIMBER CO.

NO. 162 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID SEP 20 1951 AMOUNT Exempt COUNTY TREASURER BY Mabel J Jeter

Filed for record September 20, 1951 at 1-45 p. m. by F. M. A. Adams

John C. MacIntyre
Skamania County Auditor

#43019

Glenn S. Childs to Hal Shelton

ASSIGNMENT OF LEASE

In consideration of the sum of One dollar and other valuable consideration by me received from Hal Shelton of Hood River, Oregon, the receipt of which is hereby acknowledged, I, the undersigned, named in that certain Permit, dated the 17th day of August, 1943, covering certain property, designated as the west half of Lot 9, located on the westerly shore of Northwestern Lake in the southwest quarter (SW 1/4) of the northwest quarter (NW 1/4) of