

## Book 4 Agreements and Leases

Section 2, T 3 N, R 10 E, W.M. in Skamania County, Washington, as shown on the plat attached to the Permit and made a part thereof, and given by Northwestern Electric Company, have set over and assigned and do hereby transfer, set over and assign to the said Hal Shelton, all rights and interests of the Permittee thereunder and in and to the real property therein mentioned, subject to the terms and provisions thereof.

Witness my hand and seal this 16th day of April, 1951.

Glenn S. Childs (S.E.L.)  
Glenn S. Childs

I, the undersigned, Hal Shelton, in consideration of the assignment by Glenn S. Childs to me of the aforementioned Permit, and of the consent to said assignment, by Pacific Power & Light Company, successor to Northwestern Electric Company, do hereby accept said assignment and assignment, and do hereby covenant and agree to and with said Pacific Power & Light Company faithfully to keep, observe and perform each and every obligation, term, covenant and condition of said Permit on the part of the Permittee to be kept and performed and faithfully to comply with the provisions of said permit.

Witness my hand and seal this 2nd day of May, 1951.

Hal Shelton (S.E.L.)  
Hal Shelton

In consideration of the performance by Hal Shelton, of the terms, covenants and conditions of the aforementioned Permit, Pacific Power & Light Company, does hereby consent to the above assignment of said Permit by the Permittee therein to the said Hal Shelton.

In witness whereof Pacific Power & Light Company has caused this consent to be executed by its Vice President this 7th day of May, 1951.

PACIFIC POWER & LIGHT COMPANY  
By Millerable  
Vice President

Filed for record September 16, 1951 at 11:45 a. m. by Hal Shelton.

*John C. Nachtergaele*  
Skamania County Auditor

#43055

Public Utility District #1 to M. W. Wilder, et al

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of July 1951 by and between Public Utility District #1 of Skamania County, Washington, hereinafter referred to as the "District" and M. W. Wilder and Fred Reno, a single persons 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 \$150;

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 ext. extension to serve the Owner's premises, described as follows, to wit:

That portion of the E2 NE<sup>1/4</sup> SE<sup>1/4</sup> lying Northwesterly of the Ryar-Allen Road in Section 15, T 3 N R 7 E W.M.

2. The Owner agrees to purchase electricity from the District for a period of 5 years, commencing with the bill-in date during which such electric service shall be available, and further agrees to pay minimum billing during such period, or not less than \$15.30 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 executors in interest until such time as the billings in the above mentioned amount represent fully the cost of the extension have been

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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 monthly/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 on 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 re-newly 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. Foreclosures 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 incl. Jailer's reasonable Attorney's fee shall be borne by the owner, his heirs and assigns.

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

EMPLOYED at Stevenson, Washington, this 6th day of July 1951.

A PROVOST this day of January 1/5.

Public Utility District #1 of  
Skagit County, Washington,  
By William R. Thompson.

Owners of M. W. Wilder  
# Bruce Bone

State of Washington )  
County of Skagit )ss.

On this 1<sup>st</sup> day of Sept., 1931 there appeared before me, a Notary Public for the State of Washington, K. W. Miller and wife, wife 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 for the uses and purposes hereinbefore mentioned.

### (National and Affiliates)

Dan C. Schmid  
Voter's Bill for the state of Wash.  
recalling                          therin.  
is completed and signed Dec. 1, 1950.

Editorial record submitted by 10/10/2013 at 11:32 p.m. by Public Utility District #1

John C. Nachter

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Public Utility District 1 of the Pecos Valley, et ux

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The "MILL", was last entered into the title register, 1951 and became Public Utility District #1 of Benton County, Washington, which is represented by the "District" and Peter Mill & Wm. M. Wall, a Trustee and Vice President referred to as the "Chair",

THAT it is desired by the Owner to have a Line Extension to serve his premises; and the cost of such Line extension is estimated to be \$1200.00;

Now therefore it is AGREED by and between the District and the Owner as follows, to wit: