

No. 44400

P.U.D. No. 1 to Kenneth G. Foster et ux

AGREEMENT

THIS AGREEMENT, made and entered into this Twentieth day of June 1952 by and between Public Utility District #1 of Skamania County, Washington, hereinafter referred to as the "District" and Kenneth G. Foster & Doris M. Foster, 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 line to serve his premises; and the cost of such electric extension is estimated to be \$1,400.00;

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 that portion of the Samuel and Mary Jane Hamilton Donation Land Claim designated as claim No. 40, being parts of Sections 19, 20, 29, and 30, in Township 2 North, Range 7 East of the Willamette Meridian, lying on the southerly side of Primary Highway No. 8.

ALSO the Samuel M. Hamilton Homestead being Lots 1, 5 and 6, of Section 29, and Lots 5 and 6 of Section 30, Township 2 North, Range 7 East of the Willamette Meridian.

Also all lands commonly designated as shore lands fronting and joining the premises above described.

ALSO that portion of the Johnson Donation Land Claim lying and being in Section 29, Township 2 North, Range 7 East of the Willamette Meridian.

EXCEPT from the above parcels of land approximately twenty (20) acres conveyed to Warren Packing Company, dated February 26, 1925, and recorded at page 268, Book "U" of Deeds, Records of Skamania County, Washington.

ALSO EXCEPTING those tract of land conveyed to the State of Washington by deed dated February 14, 1949, and recorded at page 315 of Book 32 of Deeds, and easement conveyed to the State of Washington by deed dated January 28, 1949, and recorded at page 316 of Book 32 of Deeds, Records of Skamania County, Washington;

ALSO EXCEPTING all roads and highways over and across the said real property;

ALSO EXCEPTING a strip of land acquired by the Spokane, Portland & Seattle Railway Company and the United States of America adjacent thereto for railroad purposes, together with the easements, privileges and rights appurtenant thereto or connected therewith.

2. The Owner agrees to purchase electricity from the District for a period of ten years, commencing with the billing date during which such Electric Service shall be available, during such period, of not less than \$23.00 per each bi-monthly billing, and further agrees to pay minimum 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 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 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

in the records of Skamania County. Costs involved in recording such resolution of 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 20th day of June 1952.

APPROVED this 30 day of June 1952.

Public Utility District #1 of
Skamania County, Washington,

By Ross B. Snepeard
President

Owners
Kenrth G. Foster
Doris M. Foster

Filed for records August 15, 1952 at 1-35 p.m. by P.U.D. No. 1.

John C. Wachtel
Skamania County Auditor

No. 44560

Floyd L. Sutherland to P.U.D. #1

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of August 1952 by and between Public Utility District #1 of Skamania County, Washington, hereinafter referred to as the "District" and Floyd L. Sutherland and Sara A Sutherland, husband and wife, hereinafter referred to as the "Owner", WITNESSETH:

THAT WHEREAS, the Owner desires to have the District build an Electric Line to serve his premises; and the cost of such Line extension is estimated to be \$606.18;

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 Electric Line extension to serve the Owner's premises, described as follows, to wit:

The E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 22, T 3 N Range 10 E.W.M.

2. The Owner agrees to purchase Electricity from the District for a period of 10 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 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 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.