in the records of Dkamania 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 Actorney's fee shall be borne by the owner, his heir 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.

AFFROVED this 30 day of June 195\_.

Public Utility District #1 of Skamania County, Washington,

Owners

kenrth G. Foster

Deris M. Foster

By Ross B. Snepeard President

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

John C. Hachter

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

The  $\mathbb{R}^1_2$  of the  $\mathbb{W}^1_4$  of the  $\mathbb{N}\mathbb{W}^1_4$  of the  $\mathbb{N}\mathbb{W}^1_4$  of the  $\mathbb{N}\mathbb{W}^1_4$  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 turing 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 enforcible only after at least six monthly/bimonthly billings here under 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 heira and assigns.
- 8. It is agreed that the titue of said lines shall remain with the District its successors, or assigns.

ENTERED INTO at Stevenson, Washington, this 15th day of Lugust 1952.

APPROVED this 15th day of August, 1952.

Public Utility District #1 of Skamania County, Washington,

Floyd L. Sutherland Owners

Sara A. Sutherland

na and

By Ross B. Sheprerd President

Filed for record Sept. 26, 1952 at 1-27 p.m. by F.U.D. No. 1.

Skamen ia County Auditor

No. 451.22

P.U.D. No. 1 to E. V. Alford

RELEASE OF LIEN

Skamania County Public Utility District No. 1, municipal corporation, having its principal place of business at Stormson in Skamania County, Washington, for and in consideration of One Dollar in hand paid, hereby relinquishes and discharges its claim of lien imposed upon and burdening the following described real property located in Skamania County, State of Washington;

The northwest quarter (NW $^1_4$ ) of Section 23, Township 3 North, Range 8 E. W. M.

which said lien is more particularly described in the instrument creating the same dated July 6, 1951, and recorded July 18, 1951, at page 21 of Book 4 of Agreements and Leases, Records of Skamania County, Washington.

This improment, however, shall not release E. V. Alford and Ethel Alford, husband and wife, or any other person or composition having an interest in the above described real property, from any lawful claim of Skamania County Public Utility District No. 1 for unpaid electrical service.

Dated this 2nd day of March, 1953, at Stevenson, Washington, pursuant to a resolution of even date herewith.

SKAMANIA COUNTY PUBLIC UTILITY DISTRICT NO.

By Ross B. Shepeard Commissioner - President

> J. C. Price Commissioner Secty

C. M. Riddell Commissioner

On this 2nd day of March, 1953, before me personally appeared Ross B. Shep sard, J. C. Price, and C. W. Riddell to me knwon to be the duly elected and qualified commissioners of Skementa County Public Utility District No. 1, the municipal corporation that executed the foregoing instrument; and acknowledged said instrument to be the free and voluntary act and