

completed such work, and it is understood and agreed that they shall have permission to enter upon the property for the purpose of completing such work, all in full compliance with the regulations and directions of the State Department of Forestry, and that such operations on the part of the said loggers shall in no way be construed as a violation of the terms of this lease.

(7) The lessee agrees that he will not conduct on the leased premises any operations or businesses which will in any way violate the law of the state of Washington or of the United States, or any rules and regulations of the state of Washington or of the United States or any agency or officer thereof.

(8) It is agreed that the lessee shall not, without the prior written consent of the lessors, mortgage, pledge, sell, assign or transfer this lease or any portion thereof, either voluntarily or by operation of law, nor shall the lessee, without such prior written consent, sublet the leased premises or any portion thereof.

(9) In the event the lessee fails to comply with any covenant, condition, promise or agreement herein to be performed by the lessee on the date such performance is due, or within thirty (30) days after notice of default is given by the lessors to the lessee, then and in that event this lease shall be subject to forfeiture at the option of the lessors.

Dated this 10 day of June, 1954.

LESSORS: William J. Wineberg /s/  
Janet R. Wineberg /s/  
LESSEE: Ray Bachman /s/

STATE OF WASHINGTON )  
County of Clark ) ss

On this day before me personally appeared William J. Wineberg and Janet R. Wineberg, husband and wife, to me known to be the same persons named in and who executed the foregoing 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.

Witness my hand and notarial seal this 10 day of June, 1954.

(Notarial Seal affixed) /s/ Agnes Annable  
Notary Public in and for the state of  
Washington, residing at Vancouver

STATE OF WASHINGTON )  
County of Clark ) ss

On this day before personally appeared Ray Bachman, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and notarial seal this 14 day of June, 1954.

(Notarial Seal affixed) /s/ Sylvia S. Ahola  
Notary Public in and for the state of  
Washington, residing at Vancouver,

Filed for record this 22 day of June 1954, at 10-00 a.m. by Ray Bachman

*John C. Wachtel*  
Skamania Co. Auditor

47471

V. E. Seager to P.U.D. #1  
APPLICATION AND CONTRACT  
FOR

WATER SERVICE

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY, WASHINGTON

Name V. E. Seager

Date April 1, 1954

Address Bingen, Washington

The undersigned hereinafter called the customer, as all of the owners and/or tenants of the hereinafter described property, hereby request Public Utility District No. 1 of Skamania County, Washington (hereinafter called the District) to furnish water distribution service to the customer's premises,

described at the bottom of this paragraph, to install one connection from the Customer's premises to said system, and to supply water for one residence on said property to-wit:

Legal description of Property: Lots 2 & 3, Block 3, of Hamiltons First Addition to the townsite of Underwood. Twp Range

In consideration therefore, and in addition to the payment of such rates or charges for water as may hereafter be fixed by the District, the Customer agrees to pay the District the sum of Six Hundred Dollars (\$600.00) Said sum may be paid in full, without interest, on the first day of the month succeeding the month in which the District is ready and able to furnish the customer with water, or may be paid on the first day of each month in installments of Five Dollars (\$5.00), or any multiple thereof, commencing on the same date. If said sum is paid in installments, the unpaid balance shall bear interest at the rate of 3-1/2% per annum commencing with April 1, 1954.

The District acknowledges that customer has paid by digging pipe line ditch the sum of \$352.00 and because of this is not required to make principal payments until March 1, 1960.

If any payment herein provided for is not paid when due, the District may shut the water off and make a reasonable charge therefor, and need not resume service until payment of said charge and all delinquencies has been made.

If the Customer shall transfer title to said property, or any part thereof containing a water outlet, all sums herein provided for shall become immediately due and payable. If said sums are not paid by the Customer, the purchaser of such property, as a condition for water service, must pay the same immediately, or with the consent of the District may assume each and every outstanding obligation of this contract.

The Customer agrees that this application and contract shall become a valid contract for the sale of water by the District to the Customer under the conditions of all "Rules and Regulations" which the District may hereafter adopt, and at the rate schedule or schedules to be adopted by the District and under the conditions contained herein.

The Customer agrees to give the District such easement or easements over his property for the construction, maintenance and operation of mains, laterals or services as may be necessary and at such reasonable locations as may be mutually agreed upon.

The Contract shall run for a period of ten years from date hereof, automatically renewing itself for the next twelve-month period unless notice in writing of cancellation is given the District by the Customer thirty days prior to the date of such renewal.

WITNESS OUR HANDS AND SEALS THIS 23rd DAY OF August 1954.

Accepted for  
PUBLIC UTILITY DISTRICT NO. 1 OF  
SKAMANIA COUNTY, WASHINGTON

By A. R. Mushlitz  
Manager

Filed for record on August 26, 1954 at 2-10 p.m. by Oliver Clever.

V. E. Seager (Seal)  
Beverly Seager (Seal)  
(Seal)  
(Seal)

*John C. Wadsworth*  
Skamania County Auditor

47472

James I. Merivether to P.U.D. No. 1

APPLICATION AND CONTRACT  
FOR

WATER SERVICE

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY, WASHINGTON

Name James Merivether  
Address Bingen, Washington

Date April 1, 1954

The undersigned hereinafter called the customer, as all of the owners and/or tenants of the hereinafter described property, hereby request Public Utility District No. 1 of Skamania County, Washington (hereinafter called the District) to furnish water distribution service to the customer's premises, described at the bottom of this paragraph, to install one connection from the Customer's premises to said system, and to supply water for one residence on said property to-wit:

Legal Description of Property: The East Half of Lots 5 and 6 in Block 2 of Hamilton's first addition to the town of Underwood, Washington Twp Range

In consideration therefore, and in addition to the payment of such rates or charges for water as may hereafter be fixed by the District, the Customer agrees to pay the District the sum of Six hundred Dollars (\$600.00). Said sum may be paid in full, without interest, on the first day of the month succeeding the month in which the District is ready and able to furnish the customer with water, or may be paid on the first day of each month in installments of Five Dollars (\$5.00) or any multiple thereof, commencing on the same date. If said sum is paid in installments, the unpaid balance shall bear interest at the rate of 3-1/2% per annum commencing with April 1, 1954.

The District acknowledges that customer has paid by digging pipe line ditch the sum of \$175.00 and because of this is not required to make principal payments until May 1, 1957.