

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 19 DAY OF July 1954.

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

By A. R. Mashlitz
Manager

James H. Meriwether (Seal)

Lois J. Meriwether (Seal)

(Seal)

(Seal)

Filed for record on August 26, 1954 at 3:10 p.m. by Oliver Clever.

John C. U. Wackler
Skamania County Auditor

47940

Harry J. Card et ux to Skamania County P.U.D. #1.

THIS AGREEMENT Made and entered into this 1st day of November, 1954, by and between HARRY J. CARD and MARGARET J. CARD, husband and wife, as first parties, hereinafter called the "Owners" and Skamania County Public Utility District No. 1, as second party, hereinafter called the "District",

WITNESSETH: THAT WHEREAS the District is engaged among other things in the operation of a domestic water system for the furnishing of water for domestic purposes to certain patrons of said system in Skamania County, Washington; and

WHEREAS the Owners are the owners of a certain pipe line hereinafter described which the District desires to use in connection with its water system, and which pipe line is located on property owned or controlled by the owners;

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the owners do hereby lease let and demise unto the District and the District does hereby rent and take from the owners the following described property, to wit:

That certain two-inch outside dimension pipe located as follows:

Beginning at the northwest corner of the southwest quarter of the northeast quarter, Section 21, Township 3 North, Range 10, E.W.M. running thence east one-half mile along the quarter section line to the northwest corner of the southwest quarter of northwest quarter of Section 22, Township 3 North, Range 10, E.W.M.,

All in Skamania County, Washington.

This lease being under the following terms and conditions:

1. TERM. The term of this lease shall be for a period of five years commencing on the date hereof with option hereby granted to the District to renew said lease for an additional period of five years, which option the lessee may exercise by giving the lesser written notice of its election so to do prior to the expiration of the five year period.

2. RENT. The District shall pay the owners as annual rental for use of said pipe line the sum of Five Dollars (\$5.00) each year payable annually in advance.

3. REPAIRS. Should any repairs, upkeep or maintenance be required to said pipelines, such repairs, maintenance or upkeep shall be done and performed by the District at its expense and the District agrees that it will throughout the term of this lease keep said pipeline in good repair and return the same to the owners at the expiration of this lease or its cancellation in as good a condition as the same now are in, reasonable wear and tear thereto excepted.

4. INDEMNITY. The District agrees that it has examined said pipeline, is familiar with the condition thereof and that there is no warranty made by the owners as to their fitness for the purposes for which the same will be used and that the owner shall in no event be liable in any manner whatsoever for any use of said property by the District and the District specifically agrees to indemnify, protect and save harmless the owners from all liability or responsibility which may result or be claimed on account of the District's use of said leased property.

5. USE. It is understood that the said pipeline will be used by the District in connection with its operation of a domestic water system and that the owners agree that the District may use said pipeline for such purpose and for the furnishing of such water service as may be provided by the District now or during the term of this lease.

6. OWNERSHIP. It is agreed that during all times the ownership and title to said property shall remain vested in the owners.

7. CANCELLATION. The owner specifically agrees that this lease shall not be cancelled, except that should the District permanently abandon the use of said pipe line, or use it for purposes other than outlined in this lease or fail to supply water, then the owner may cancel this lease upon giving the District six (6) months notice of their election to do so.

DATED at Stevenson, Washington, the day and year herein first above written.

/s/ Harry J. Card

/s/ Margaret J. Card
Owners

SKAMANIA COUNTY PUBLIC UTILITY
DISTRICT NO. 1

By /s/ Ross B. Sheppard
President

/s/ J. C. Price
Secretary

STATE OF WASHINGTON }
County of Skamania } ss.

On This day personally appeared before me HARRY J. CARD and MARGARET J. CARD, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of November 1954.

(Notarial seal affixed)

/s/ Oliver Clever
Notary Public in and for the State
of Washington, residing at North Bonneville.

STATE OF WASHINGTON }
County of Skamania } ss.

On this 1st day of November, 1954, before me, the undersigned, a Notary Public and and for the State of Washington, duly commissioned and sworn, personally appeared

Ross B. Sheppard and J. C. Price

to me known to be the President and Secretary, respectively, of the Skamania County Public Utility District No. 1, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

(Notarial Seal affixed)

/s/ Oliver Clever
Notary Public in and for the State
of Washington, residing at North
Bonneville, Washington

Filed for record Dec. 10, 1954 at 9-50 a.m. by Oliver Clever.

John C. Washburn
Skamania County Auditor and

47965

Harry J. Card et ux to U.D. No. 1 of Skamania County

A G R E E M E N T

THIS AGREEMENT, made and entered into this 11th day of August, 1954, by and between HARRY J. CARD and MARGARET J. CARD, husband and wife now and at all times since prior to acquiring title to the real and personal property hereinafter described, hereinafter called the "Owners", and PUBLIC UTILITY DISTRICT No. 1 of SKAMANIA COUNTY, a municipal corporation, hereinafter called the "District",

WITNESSETH:

THAT, WHEREAS, the Owners are the owners of a certain concrete reservoir for the storage of water, together with an easement or right of way for the location, maintenance