

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 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.

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 <sup>for</sup> 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.