

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

time by mailing a duplicate copy thereof the the Customer at the above address, duly signed by an authorized agent of the District. If not so returned within said time, then this Application and Contract shall be null and void and of no effect.

In case of such acceptance, the Customer agrees to equip the premises, at his own expense, with facilities for the use of the water service within 60 days from the date of notification by the District that the service is available, and agrees to accept and pay the District's billing for water service starting from the date that the meter is installed by the District or, in the event that such water facilities are not complete, starting from the date of the close of the 60 day period referred to above.

2.

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, only upon being signed as accepted by the duly authorized agent of the District within the time limit fixed herein.

The Customer agrees to give to 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.

This Contract shall run for a period of five 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.

WT LESS OUR HANDS AND SEALS THIS 23 DAY OF Oct. 1946.

Harley A. Ternahan

(Seal)

Bonnie F. Ternahan

(Seal)

Accepted for
PUBLIC UTILITY DISTRICT NO. 1 OF
SKAMANIA COUNTY, WASHINGTON
By George H. Ward
Manager

Jan 17 - 47
(Corporate Seal Affixed)

Filed for Record January 22, 1947 at 11:50 a.m. by Harry J. Card for PUD.

3.

John O. Wachtel
Skamania County Auditor

36348

Application and Contract for Water Service - Ted Lutz to PUD.

APPLICATION AND CONTRACT FOR WATER SERVICE

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY, WASHINGTON

NAME Ted Lutz

Date Oct. 23 - 1946

ADDRESS White Salmon, Wash

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 extend its water distribution system by laying mains as nearly adjacent as practicable to the Customer's property, described at the bottom of this paragraph, to install connections from the Customer's premises to said system, and to supply water for use on said property, to-wit:

Legal Description of Property: SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec 20 Twp. 3N Range 10 E.W.M.

In consideration therefor, 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. 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 Twenty-five Dollars, or any multiple thereof, commencing on the same date. If said sum is paid in

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SKAMANIA COUNTY

installments, the unpaid balance shall bear interest at the rate of 3% per annum commencing with the same date, and said interest shall become due and payable at the same time said installments become due and payable; provided, said balance may be paid in full at any time, with interest a t the same rate to the date of such payment.

1.

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.

In consideration of the expenses already incurred and to be incurred by the District in connection with the construction and installation of said water distribution system and the connection of the same with the Customer's premises, and in further consideration of the execution of similar Applications and Contracts by other Customers who will be served from said system, this Application and Contract shall be irrevocable for a period of ninety days from date hereof. The District may accept this Application and Contract within said period of time by mailing a duplicate copy thereof to the Customer at the above address, duly signed by an authorized agent of the District. If not so returned within said time, then this Application and Contract shall be null and void and of no effect.

In case of such acceptance, the Customer agrees to equip the premises, at his own expense, with facilities for the use of the water service within 60 days from the date of notification by the District that the service is available, and agrees to accept and pay the District's billing for water service starting from the date that the meter is installed by the District or, in the event that such water facilities are not complete, starting from the date of the close of the 60 day period referred to above.

2.

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, only upon being signed as accepted by the duly authorized agent of the District within the time limit fixed herein.

The Customer agrees to give to 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.

This Contract shall run for a period of five 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 23 DAY OF Oct., 1946.

Ted Lutz (Seal)

Grace Lutz (Seal)

Accepted for
Public Utility District No. 1 of
Skamania County, Washington
By George H. Ward
Manager
Jan 17 - 47
(Corporate Seal Affixed)

Filed for Record January 22, 1947 at 11-50 (a.m.) by Harry J. Ward for PUD.

James C. Washburn
Skamania County Auditor