

MISCELLANEOUS RECORD G
SKAMANIA COUNTY

534
McDonough-Cox Company, Mfg. Secs., Tacoma - 1947

MISCELLANEOUS RECORD G

#37189

State of Washington to R. E. Jackson

CERTIFICATE OF WATER RIGHT

CERTIFICATE RECORD NO. 6, PAGE NO. 2864

STATE OF WASHINGTON, COUNTY OF Skamania

CERTIFICATE OF WATER RIGHT

This is to certify, that R. E. JACKSON of Home Valley, State of Washington, has made proof to the satisfaction of the State Supervisor of Hydraulics of Washington, of a right to the use of the waters of Jackson Creek, a tributary of _____, with point or points of diversion within the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec. 31, Twp. 3 N., Range 9 E., W. M., for the purposes of domestic supply and fish propagation under Appropriation Permit No. 3809 issued by the State Supervisor of Hydraulics, and that said right to the use of said waters has been perfected in accordance with the laws of Washington, and is hereby confirmed by the State Supervisor of Hydraulics of Washington and entered of record in Volume 6, at Page 2864, on the 9th day of October, 1947; that the right hereby confirmed dates from December 31, 1943; that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.21 of a cubic foot per second (0.01 c.f.s. for domestic supply and 0.20 c.f.s. for fish propagation.)

A description of the lands under such right to which the water hereby confirmed is appurtenant, and the place where such water is put to beneficial use, is as follows:

PLACE OF USE			LEGAL SUBDIVISION	FOR IRRIGATION	
Section	Township	Range		No. Acres Described in Permit	No. Acres Actually Irrigated
LOCATION OF POWER PLANT			LEGAL SUBDIVISION	FOR POWER	
Section	Township	Range		H.P. Described in Permit	H.P. Actually Developed
Section	Township	Range	LEGAL SUBDIVISION	FOR OTHER USES	
31	3 N.	9 E.W.M.	NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and SW $\frac{1}{4}$ of NE $\frac{1}{4}$	domestic supply and fish propagation	

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in Sections 6 and 7, Chapter 122, Laws of 1929.

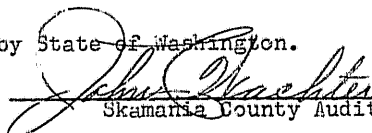
WITNESS the seal and signature of the State Supervisor of Hydraulics affixed this 24th day of October, 1947.

ENGINEERING DATA
O.K. MGW

J. F. R. Appleby
J. F. R. Appleby, Assistant State Supervisor of Hydraulics.

(State Seal Affixed)

Filed for record October 27, 1947 at 11-40 a.m. by State of Washington.


Skamania County Auditor

#37279

LeRoy T. Ziegler - Application & Contract for Water Service - PUD #1
APPLICATION AND CONTRACT FOR WATER SERVICE

PUBLIC UTILITY DISTRICT NO. 1
Skamania County, Wash

Name LeRoy T. Ziegler Date Nov. 3, 1947
Address Underwood, Wash.

The undersigned, hereinafter called the Customer, as well as 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, des-

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

MISCELLANEOUS RECORD G

535

cribed 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: N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 16 twp. 3 N. Range 10E.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 installments, the unpaid balance shall bear interest at the rate of 3 $\frac{1}{2}$ % 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 at the same rate to the date of such payment.

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 due and payable immediately. 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 60 days from date hereon. 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, from the date that the meter is installed by the District or, in the event that such facilities are not complete, starting from the date of the close of the 60 day period referred to above.

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 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 5 years from date hereon, 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 2d DAY OF Nov., 1947.

Leroy T. Ziegler
Mary D. Ziegler

{Seal}
{Seal}

MISCELLANEOUS RECORD G

SKAMANIA COUNTY
MISCELLANEOUS RECORD G

536

Johnson-Cox Company, Makers, Tacoma - 4887

Accepted for

Reno A. Ziegler (Seal)

Teresa J. Ziegler (Seal)

PUBLIC UTILITY DISTRICT NO. 1 of
Skamania County, Washington

George H. Ward, Manager.

Date 11-21-47.

Filed for record November 24, 1947 at 3-45 p.m. by PUD No. 1


Skamania County Auditor

#37280

Vern E. Goad to Public Utility District No. 1

APPLICATION AND CONTRACT FOR WATER SERVICE

PUBLIC UTILITY DISTRICT NO. 1
Skamania County, Wash.

Name: Vern E. Goad

Date: Nov. 3rd 1947

Address Underwood 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: SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ & NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 21, Twp. 3 N. R. 10. E. W. M. Twp. 3 N Range 10. EWM.

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 installments, the unpaid balance shall bear interest at the rate of 3 $\frac{1}{2}$ % 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 at the same rate to the date of such payment.

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 due and payable immediately. 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 60 days from date hereon. 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 Applica-