

MISCELLANEOUS RECORD G

SKAMANIA COUNTY
MISCELLANEOUS RECORD G

536

Johnson-Cox Company, Makers, Tacoma - 4887

Accepted for

Reno A. Ziegler (Seal)

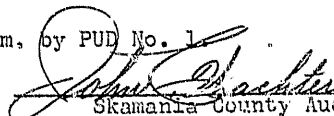
Teresa J. Ziegler (Seal)

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-

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tion 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 of 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 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 3rd DAY OF Nov. 3, 1947.

Vern E. Goad (Seal)

Bernice L. Goad (Seal)

Accepted for

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 P. U. D. No. 1.

John Winger
Skamania County Auditor

#37347

H. D. Winger to the Public

CERTIFICATE

STATE OF CALIFORNIA }

County of Los Angeles.)

ss.

I, H. D. Winger, do hereby certify:

1. That I am the grantor in that instrument entitled "Declaration of Trust" dated October 14, 1947, recorded October 16, 1947 in Book "G" of Misc., page 529, records of Skamania County, Washington, and that the grantee in said instrument is A. D. Winger, my son, whose address is Salt Lake City, Utah.
2. That there are no other written instruments in connection with this "Declaration of Trust" or in addition thereto or which contain any directions to him or limitations on him as Trustee or which might vest a beneficial interest in any other person and that the word "Trustee" as used in said "Declaration of Trust" is descriptive only.
3. That the purpose of said "Declaration of Trust" was to assign and set over to my said son a certain part of the royalties from mines and minerals on the properties therein described arising from certain mining leases and that it was not my intention to involve any of the timber on said properties or the proceeds thereof in said "Declaration of Trust".

H. D. Winger

Subscribed and sworn to before me this 10 day of December, 1947.