

## MISCELLANEOUS RECORD G

SKAMANIA COUNTY

Volstead Co. Company, Baker, Tacoma 347

MISCELLANEOUS RECORD G

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with any other property by them hereafter acquired, shall at once vest in the said Fred R. Frazer in fee simple.

IN WITNESS WHEREOF, the said Fred R. Frazer and Myrtle M. Frazer have hereunto set their hand and seals this 13th day of January, 1948.

In the presence of

Fred R. Frazer

Myrtle M. Frazer

STATE OF WASHINGTON,

County of Skamania

} SS.

I, R. M. Wright, a Notary Public in and for the said State, do hereby certify that on this 13th day of January, 1948, personally appeared before me Fred R. Frazer and Myrtle M. Frazer to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal Affixed)

R. M. Wright  
Notary Public in and for the State of Wash-  
ington residing at Stevenson in said County

Filed for record January 13, 1948 at 11-13 a.m. by Fred Frazer.

*John S. Schachter*  
Skamania County Auditor

#37596

Knute Hill to P.U.D. #1

APPLICATION AND CONTRACT FOR WATER SERVICE - PUBLIC UTILITY DISTRICT NO. 1

Skamania County, Wash.

Name Knute Hill

Date December 13, 1947

Address 427 Hutton Bldg., Spokane, Washington

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:

West Half of Northwest quarter of Sec. 20, NW quarter of SW quarter Sec. 20.

Above description is to correct description on File Record 36329 of Jan. 22, 1947 Twp. 3 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 installments, the unpaid balance shall bear interest at the rate of 3½% 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

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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 90 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 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 13th DAY OF December, 1947.

Knute Hill

(Seal)

Accepted for  
PUBLIC UTILITY DISTRICT NO. 1 of  
Skamania County, Washington.  
George H. Ward, Manager  
Date Dec. 13- 1947.

Filed for record March 1, 1948 at 1-50 p.m. by P.U.D. #1, Skamania County.

*John Shackles*  
Skamania County Auditor

#37616

Harold C. Cole et ux to The Public

- AFFIDAVIT

STATE OF WASHINGTON }  
COUNTY OF CLARK } SS

- HAROLD C. COLE and MADEL COLE, each being first duly sworn, on oath depose and say: That they are bona fide residents and inhabitants of Skamania County, State of Washington, and that they established their residence and domicile in the State of Washington on May 11, 1938. That they were married at Aberdeen, South Dakota, in 1927 and that all of the prop-