

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

Johnson-Cox Company, Makers, Tacoma - 4387

#42160

Carl A. Rodgers to P.U.D. #1 of Skamania County, Washington

APPLICATION AND CONTRACT FOR WATER SERVICE

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY, WASHINGTON

Name Carl A. RodgersDate February 8, 1951Address 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: All of that portion of the south half of the southeast quarter of the southwest quarter of section 15, township 3 north, range 10 East, W.M. lying south and west of the County road over & across said sub division, except the following described parcels., (1) Beginning at the southwest corner of the tract above described, thence north along the west line thereof 10 rods, thence east 20 rods, thence, south 10 rods, thence west 20 rods to the point of beginning of the parcel hereby excepted; (2) A strip of land 20 feet wide along the south line of the tract first above described for road purposes Twp. 3N Range 10 EWM

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. 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 (\$5.00) 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% 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 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 Thirty 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 thirty days from the date of

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

Johnson-Cox Company, Makers, Tacoma, 1939

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 _____ 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 of all "Rules and Regulation" 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 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 20th DAY OF Febr 1951.

Lois Rodgers (Seal)

Accepted for

Carl A. Rodgers (Seal)

PUBLIC UTILITY DISTRICT NO. 1 OF
SKAMANIA COUNTY, WASHINGTON

By A. R. Mushlitz
Manager

Filed for record March 7, 1951 at 2-52 p.m. by P. U. D. #1 of Skamania County.

John C. Whitham
Skamania County Auditor

#42276

National Surety Corp. to Juanita Beth Rankin

NATIONAL SURETY CORPORATION

NEW YORK

VINCENT CULLEN
PRESIDENT

KNOW ALL MEN BY THESE PRESENTS, That we JUANITA BETH RANKIN of STEVENSON in the State of WASHINGTON as Principal, and NATIONAL SURETY CORPORATION, a corporation duly organized and existing under and by virtue of the Laws of the State of New York, and authorized to become sole surety on bonds in the State of WASHINGTON, as Surety, are held and firmly bound unto STATE OF WASHINGTON in the State of WASHINGTON, in the full and just sum of EIGHT THOUSAND AND NO/100 (\$8000.00) Dollars, lawful money of the United States, for payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this 14th day of DECEMBER A. D. 1950.

WHEREAS, the said JUANITA BETH RANKIN has been duly ELECTED to the office of COUNTY CLERK, SKAMANIA COUNTY, WASH. for a term of FOUR years beginning on the 6th day of JANUARY 1951 and ending on the 6th day of JANUARY 1955.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden JUANITA BETH RANKIN shall, during the aforesaid term, faithfully and truly perform all the duties of his office and shall pay over and account for all funds coming into his hands by virtue of his said office of COUNTY CLERK, SKAMANIA COUNTY, WASH. as required by law, then this obligation to be void, otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and seal, and the said NATIONAL SURETY CORPORATION has caused these presents to be signed by its Attorney-in-Fact,