CONTRACT AFFECTING REAL PROPERTY

CONTRACT FOR SERVICE EXTENSION

Between

CITY OF RAYMOND, Pacific County, Washington

and

GARY A. LAVINDER and REBECCA LAVINDER,
husband and wife

and

CURTIS OMEY and LYNN KIMBALL,
husband and wife

This agreement made and entered into this 1st day of September, 1999 by and between the CITY OF RAYMOND, a municipal corporation, duly organized and existing under and by the laws of the State of Washington, hereinafter referred to as the "CITY", and GARY A. LAVINDER and REBECCA LAVINDER, husband and wife, and CURTIS OMEY and LYNN KIMBALL, husband and wife, hereinafter referred to as the "CUSTOMER."

WITNESSETH:

Whereas, the City has agreed to extend water service to the Customer.

Whereas, the Customer being desirous of entering into a contract with the City for a service extension;

IT IS NOW THEREFORE AGREED AS FollowS:

I. DEFINITIONS

1. "Customer" means the combined marital communities of Gary A. Lavinder, Rebecca Lavinder and Curtis Omey and Lynn Kimball.

2. "Additional Party" means each connection to said waterline service extension, whether direct or indirect, by any person(s), including corporations, partnerships, or any other legal entity and agents and subsidiaries thereof.
3. "Entire Cost" means that sum of money stated in Paragraph II.2, below.

4. "Immediate Member" means Louie Runge's wife and children.

II. TERMS AND CONDITIONS

1. The Customer does hereby warrant that they are the owner or purchaser of the premises to be served as herein described, and intend to receive water service from the City:

   Water service shall be extended to the property described as follows: Lots 1,2,3 and 4 of Survey recorded in Book 10 of Surveys as page 175, records of Pacific County, Washington, being a portion of the Southeast quarter of Section 31, Township 14 North, Range 8 West of W.M.

2. The Customer agrees to pay 100% of the cost of the waterline service extension, which is $18,564.50.

3. It is agreed that said service extension shall remain the property of the City and that the City may connect additional customers to said service extension subject to the terms of this Contract.

4. The City does hereby agree to require that any Additional Party, wishing to be connected to Customer's original line extension, reimburse Customer, their heirs, successors or assignees, that pro-rated share of the Entire Cost as follows: Such pro-rata share shall be determined in accordance with the provisions of RCW 35.91. Notwithstanding RCW 35.91, the First Additional Party to connect shall pay, cash-in-full and in advance of connecting, one-half (1/2) of said Entire Cost to Customer; Second Additional Party to connect shall pay, cash-in-full and in advance of connecting, one-third (1/3) of Entire Cost, said payment divided equally between Customer and First Additional Party; the Third Additional Party to connect shall pay, cash-in-full and in advance of connecting, one-forth (1/4) of Entire Cost, said payment divided in equal one-thirds among Customer, First Additional Party and Second Additional Party; Each Additional Party thereafter to connect shall pay their pro-rata share according to the above formula.

5. Costs and labor for materials such as meters, pipes and connectors and all labor necessary to make satisfactory connection to said waterline extension shall be the sole responsibility of the additional connecting party and shall be in addition to any costs paid under paragraph II.4, above.

6. EXEMPTED. Parcels 2 and 3 of Pacific County Short Plat No. 96-009 are exempted from payment required under paragraph II.4, above, if the owner of either Parcels 2 or 3 is Henry "Hank" Runge, Louie Runge or any Immediate
Member of Louis Runge's family. Labor and material costs incurred under paragraph II.5, above, are not exempted.

7. EXEMPTED. All lots included in the legal description set forth in paragraph II.1, above, are exempted from payment required under paragraph II.4, above, including any future sale of these parcels. Labor and material costs incurred under paragraph II.5, above, are not exempted.

8. The Customer does hereby agree to accept water service in accordance with the service policies and conditions of use and/or rate schedules as are now in force or may subsequently be revised, amended, supplemented or otherwise changed from time to time.

9. This agreement shall be binding upon the parties hereto and their heirs, administrators, successors, and assigns, and shall run with the property herein described, and becomes a burden thereon.

10. ATTENTION: PRIOR WATER-SERVICE EXTENSION AGREEMENTS. Any prior waterline service extension contract(s)/agreement(s) properly recorded may require additional pro-rata payments to the parties to any such prior contract/agreement, and may be enforceable regardless of the terms of this contract [See document recorded with the Pacific County Auditor under AFN 3003537 as one such example].

11. RECORDING: This Contract shall be recorded with the Pacific County Auditor forthwith after execution by the parties signing below.

12. TERM OF ENFORCEMENT: This contract is binding upon all Parties hereto and including all future Additional Parties for a period of fifteen years from the date this contract is executed or the maximum allowed by law.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 1st day of September, 1999.

REBECCA CHAFFEE,
CITY OF RAYMOND/CITY ENGINEER
As representative for the City of Raymond

GARY A. LAVINDER
REBECCA LAVINDER
CURTIS OMEY
LYNN KIMBALL

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STATE OF WASHINGTON
COUNTY OF PACIFIC

On this appeared personally before me, ____________________________, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

__________________________
Notary Public in and for the State of Washington
Residing at: ______________
My Commission Expires: ______

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STATE OF WASHINGTON
COUNTY OF PACIFIC

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[Signature]

Notary Public in and for the State of Washington
Residing at: 
My Commission Expires: 

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