

**GENERAL CUSTOMER SERVICE POLICIES
FOR WATER SYSTEMS
OF
PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY**

January 1, 2019

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1. **PURPOSE:** In accordance with the District's objective of providing the best possible service at the lowest possible cost, consistent with sound business principles, it is the intent and purpose of the Service Policies to insure that all customers of the District receive uniform and equitable consideration.
2. **SCOPE:** These Service Policies are a part of all oral and written contracts for delivery of water service by the District to its customers at each separate water system. Each separate water system will be designated by the individual rate schedule attached and made a part of these policies. In the absence of any application for service or signed service order, the furnishing of water service by the District and the use of such service by the customer shall constitute a contract and the customer agrees to pay for such water service under the rates, terms and provisions of the District's applicable rate. These Service Policies are equally binding on the District and its customers. Copies of these Policies are available for inspection at all times on the District website (www.douglaspud.org) or in any PUD office.
3. **REVISION:** These Service Policies may be revised, amended, deleted, or otherwise changed at any time by action of the District's Board of Commissioners. Such actions shall cancel and supersede all previous Rules and Regulations or Service Policies and be binding on both the District and the customer.
4. **DEPOSIT:** At the time of applying for water service, the District will determine whether a deposit is required before service is granted. In the case of customers who previously have established satisfactory credit references, the District may, at its discretion, waive collection of a deposit. For all water accounts the District may require an initial cash deposit of one-hundred and fifty dollars (\$150.00) as a guarantee of payment. On residential accounts not continuously paid on time the deposit may increase to two hundred and fifty dollars (\$250).

Upon termination of service with the District and after all outstanding amounts due the District have been paid or deducted from the deposit, the remaining balance will be refunded to the customer.

Deposits shall accrue no interest.

5. **BILLING:** Bills will be rendered every month or at the discretion of the District, and are due and payable on receipt. Bills are delinquent if unpaid after fifteen days. In computing bills for multiple month periods, the monthly meter charge will be multiplied by the number of months in the billing period. It shall be the customer's responsibility to notify the District of failure to receive a bill. Failure to receive a bill will not release the customer from obligation of payment. All bills will be computed to the nearest whole dollar; if the amount ends in fifty cents or greater, the bill will be rounded-up to the whole dollar. If the amount ends with forty-nine cents or less, the bill will be rounded down to the whole

dollar. The District reserves the right to read the meter for a final bill within a five-working-day period from the time requested by the customer.

6. **SERVICE CHARGES:** An account service charge of \$10.00 will be made to help offset the costs of processing applications for service with the following listed exceptions:

- (1) When a Contribution-In-Aid-of-Construction is required;
- (2) When an account name is changed to a spouse, former spouse, or to an estate and such change is effective on a regular billing date;
- (3) When an owner or agent assumes temporary responsibility for service that may be used while the premise is vacant;
- (4) When an account has been disconnected for nonpayment and has been reconnected subject to a special service charge for collection.

A service charge of \$5.00 will be applied for any customer who requires a late notice reminder (C1) to help offset postage and labor costs

A special service charge of \$35.00 will be applied, to help offset the cost of labor, transportation and overhead, when delivering a notice (door hanger) to the customer home or business.

If it is necessary to disconnect a customer for non-payment, a \$40.00 service charge will be applied to help offset the cost of labor, transportation and overhead. This charge will be applied even if payment arrangements are agreed upon during the service call.

An additional \$40.00 service charge will be made for the service to be reconnected during regular working hours. If a service connection is requested at a time other than regular working hours of the District, an additional service charge of \$205.00 will be applied.

A service charge of \$20.00 will be made for any customer check returned to the District for nonsufficient funds. The amount will be added to the customer's account and collected under the normal collection procedures.

In the event the installation of initial service to a customer or the maintenance of service to a customer requires payment of a fee to any public agency with jurisdiction, which fee is directly attributable to a particular customer or group of customers, that fee or an equitable portion thereof may be billed to the customer. The bill must be paid prior to the District providing the necessary service.

7. **CHANGE OF OCCUPANCY:** When a customer moves out or there is change of occupancy at any premises being served by the District, the disconnection or new start date shall be given to the District within a reasonable time prior to such change. The District may, at its discretion, require written notice from the owner,

landlord or tenant before making such change. The District will read or disconnect the meter within one-week of the date requested by the customer. A prorated closing bill will be issued to the outgoing customer. The outgoing customer may be responsible for prorated utility services during the one-week period before disconnection or utility service is placed in a new customer name, whichever occurs first.

If the District knows or has reason to believe service is being provided to a non-billed customer, the District shall give five (5) working days advance written notice to the non-billed customer prior to terminating service. Said notice shall inform the non-billed customer he or she has five (5) working days from the date the notice is left at the building to make arrangements with the District to put the service in the non-billed customer's name. Said notice shall be placed on the non-billed customer's door. The provisions of this paragraph shall apply whether the termination of service is at the customer's request or for nonpayment of service.

If the District does not know or has reason to believe service is being provided to a non-billed customer, the District will make a reasonable effort to inspect the property for which termination of services has been requested in order to ascertain whether the building is occupied by persons other than the customer making the termination request. A reasonable effort to inspect shall be defined as knocking on the entry door and walking around the outside of the building

- 8. **TAX ADJUSTMENT:** The amount of any tax levied by any city or town in accordance with Section 3, Chapter 245 of the Laws of the State of Washington, will be added to the amounts otherwise computed for water sold within the limits of any such town, city or any other governmental agency.

- 9. **APPLICATION FOR WATER SERVICE:** Each prospective customer requesting a new water service shall sign the District's standard form of application for service and supply the District with information relating to the amount of water required and the purpose for which it will be utilized. Credit references may also be required. Large industrial or commercial contracts may be written on a special form, and shall contain such provisions and stipulations as may be necessary or desirable to protect the interests of both District and customer. Such agreements are totally dependent upon water availability and any permitting requirements.

In the absence of a signed agreement or application for service, the delivery of service by the District and its acceptance by the customer shall be deemed to constitute an agreement, and acceptance of the District's Customer Service Policies.

- 10. **CUSTOMER'S WATER SERVICE EQUIPMENT:** The customer's water service equipment shall be installed and maintained in accordance with applicable

state and local requirements. The District is not responsible for the actions of the state, local or any other private or governmental entity or individual.

The District reserves the right to refuse or discontinue service to the customer's equipment, if in the opinion of the District, such equipment is not in conformity with lawful state and local regulations.

The customer shall be solely responsible for the maintenance and safety of their equipment and the District shall not in any way be liable for accident, or damage, occurring to the customer or to third parties because of contract with or failure of any portion of the customer's installation.

Where the customer's use of water equipment results in an interference with the quality of the customer's own service or that of neighboring customers, or where the customer requires special regulating equipment, the District may require the customer to provide, at the customer's own expense, such special or additional equipment as is required. This may apply to cases of extreme unbalance of water pressures or backflow.

Nothing in this policy shall be construed as placing upon the District any responsibility for the condition or maintenance of the customers' equipment; and the District shall not be responsible for any loss or damage resulting there from.

11. **CUSTOMER'S RESPONSIBILITY FOR DISTRICT'S PROPERTY:**

It shall be the responsibility of the customer to take all reasonable and proper precautions to prevent damage to District property on the customer's premises. This shall include removal, reinstallation or bypassing of meters, meter seals, instruments, connections and any other equipment installed by and remaining the property of the District. In the event that the District's property is damaged because of the customer's negligence, the District may collect from the customer the cost of repairs or replacements.

12. **RIGHT OF ACCESS:** The District, through its authorized employees, shall have access to District owned equipment on customer's premises at all reasonable times for the purpose of meter reading and for test, repair, replacement, inspection or removal of such equipment. The customer shall obtain and/or grant permission for the right of access. The customer shall keep the meter free from structures, vehicles, equipment and plantings, and shall permit access for any excavation or other work needed for maintenance of District's facilities without payment for any damage caused by such excavation or work. If requested by the District, the customer shall execute an easement for any new or changed service in the form attached as Exhibit "A".

If a customer creates an obstruction which denies the District the aforementioned access to its equipment, the customer will be asked in writing to make the changes necessary to ensure access. If the customer refuses to cooperate with the District

in making these changes within a reasonable time, the District may take steps to interrupt the customer's service until such time as the situation is remedied.

13. **SYSTEM DISTURBANCES:** Water service shall not be utilized in such a manner as to cause severe disturbance, pressure or capacity fluctuations to other customers of the District.
14. **CHANGE OF OCCUPANCY:** When a change or occupancy or of legal responsibility takes place on any premise being served by the District, written notice of such change shall be given within a reasonable time prior to such change. The outgoing customer will be held responsible for all service supplied until such notice has been received by the District.
15. **INTERRUPTION OF SERVICE:** The District will use reasonable diligence to provide an adequate and uninterrupted supply of water service at reasonable pressure and volume, but if the supply shall be interrupted without notice for any cause, failure shall not constitute breach of agreement for service.

The District shall have the right to temporarily suspend service for the purpose of making repairs or improvements to the system, but in such cases, when practicable, public notice shall be given and every effort will be made to make such interruptions as short as possible.

The District shall not be liable for any consequential damages resulting from the interruption, restorations, or reduction of water service from any cause, including but not limited to failure of pumping equipment and water distribution systems, inadequacy of energy supply, implementation of emergency plans or temporary disconnections for repairs and maintenance or failure to pay for service rendered. During an emergency declared by appropriate civil authority the District may curtail water service.

16. **ADDITIONAL LOAD:** In the event a customer desires to add additional volume of water use to an existing service, he or she shall notify the District sufficiently in advance so that the District may, if economically feasible and if additional water is available, provide the facilities required. If the added volume of water use is considered temporary or permanent, the District may charge a Contribution-in-Aid-Construction (CIAC).

Any change in meter and distribution pipe size shall be considered a water line extension and paragraph 28 shall apply.

In the event that the customer fails to notify the District of any of the above changes and as a result the District's equipment is damaged or fails to perform properly thereafter, the customer shall be liable for the cost of such damage or corrections to the equipment.

17. **NOTICE OF TROUBLE:** In the event that service is interrupted or not satisfactory or any hazardous condition is known to exist, it shall be the obligation of the customer to notify the District or its designated representative of such existing condition.
18. **CUSTOMER WATER SERVICE INTERRUPTIONS:** If a customer's service fails, the customer shall endeavor to determine if he or she has a leak or break or if his or her equipment is at fault before calling the District. If a service man is sent out at the customer's request, and it is determined that the customer's equipment is at fault, a charge of fifty dollars (\$50.00) may be made for calls during regular working hours. If the call is outside of regular working hours, the charge may be the actual cost of labor, transportation and overhead.
19. **POINT OF DELIVERY:** The point of delivery is that point on the customer's premises (or other agreed point) where the water service facilities of the District and customer are connected. All piping and water equipment beyond this point of delivery shall be installed and maintained by the customer except meters and metering equipment provided by the District. It shall be the responsibility of the customer or the customer's contractor to advise the District of the service requirements in advance of installing the service equipment and to ascertain that the location is acceptable to the District.

The use of District supplied water upon the premises of the customer is at the risk of the customer, and the District's liability shall cease at the point of delivery.

20. **METER LOCATIONS AND OTHER REQUIREMENTS**

A. GENERAL: All new or replaced customer controlled service lines installed to the District's meter shall be a minimum of three feet deep beyond the District's meter.

B. CUSTOMER'S RESPONSIBILITY TO PREVENT BACKFLOW: Present State and national laws provide that there shall be no cross-connection, open or potential, between a system furnishing potable water and a system furnishing no-potable water. Construction shall be such as to prevent backflow of contaminated water into potable water system. Backflow prevention devices of a type approved by the Washington State Department of Social and Health Services shall be installed by the customer when deemed necessary by the District. All devices shall remain in the customer's ownership and be his/her responsibility. Also, any sprinkler system or agricultural standpipe connected to the District's system shall have an approved backflow prevention device. Inspection of such devices may be made periodically by a District representative. It shall be the customer's responsibility at all times to maintain this cross-connection control device or backflow preventor in a fully functioning condition.

C. DISTRICT REPRESENTATION BY EMPLOYEES: No inspector, agent or employee of the District may ask, demand, receive or accept any personal compensation for any service rendered to water consumers or other persons, in connection with supplying or furnishing water by the District. No promise, agreement or representation of an employee or agent of the District with reference to the furnishing of water shall be binding on the District unless the same shall be in writing and signed by the General Manager or his authorized agents.

There shall be no cross-connections between the District's service and any other source or water such as a well other than a District well or another water system.

21. **FIRE PROTECTION AND FIRE FLOW:**

- A. Fire flow cannot be provided in most areas of the District due to inadequate size of mains. However, where mains and flow is adequate, the customer must pay the total installation cost for this service to include the detector check meter and fire hydrants. It is understood that the District cannot guarantee any minimum quantities of water or pressure of water to be furnished to any hydrants or outlets and the District shall not be liable in any way for loss of claim by reason of the quantity of water or pressure of the same furnished to any such hydrant or outlet.
- B. The District will install hydrants at the request and expense of one or more customers on mains large enough to provide adequate fire protection. The type of hydrant and location shall be as specified by the District and local fire authorities.
- C. When two or more customers request a fire hydrant be installed by District forces, one person shall be designated as the spokesperson and that person shall sign the necessary application for the installation. All estimated costs shall be deposited with the District prior to all such installations.
- D. Upon request, the District will prepare an estimate for amount of total cost of the installation of a hydrant. The estimate will be paid in advance and on completion of the work, the customer will be billed actual cost. The District will own the hydrant.
- E. Only authorized District personnel or firemen in the performance of their duties shall operate fire hydrants connected to the District's water system.

22. **METER READING:** Meters shall be read bi-monthly or at the discretion of the District. The District will, as nearly as possible, read meters on the same cycle date, but because of holidays, Saturdays, Sundays and the difference in the length of months, a five-day variation may occur. If for any reason a reading cannot be obtained for any particular period, the billing may be based on an estimated use and demand, in which case it will be subject to later correction.

23. **METER TESTS:** The District will, at its own expense, make tests and inspections as required on its meters to ensure a high standard of accuracy. The District will, at its own expense, make a meter test upon customer's request provided that such meter has not been tested during the preceding four-year period. Additional tests at the request of customer will be made and if a meter is found to register with five (5) percent plus or minus, the customer shall pay a test fee of twenty-five dollars (\$25.00). If the meter is found to exceed the five (5) percent limit plus or minus, the bill may be adjusted accordingly for the preceding six-month period and no charge will be made for the testing.
24. **RESALE OF WATER:** No purchaser of District water service shall connect his service with that of any other person, or in any way resell, re-bill or supply any other person or premises with water service through his service.
25. **DISCONTINUANCE OF SERVICE BY DISTRICT:** It is a general policy of the District that the Customer Accounting Department shall make every effort to arrange a reasonable and feasible deferred payment program for the customer with a bona fide temporary financial difficulty, taking into consideration the size of, the delinquent account, the customer's ability to pay, the length of time the bill has been unpaid, customer's past payment and other relevant factors including those presented by customers. Arrangements for deferred payment may not be available to customers who have not fully and satisfactorily complied with a previous "arrangement" or to customers who have been repetitive credit problems to the District. Details of the policy have been prepared to clearly define the steps to be taken by the District prior to termination of water service to customers and to help ensure that the customers are provided every opportunity to avoid termination of service.

A. CAUSE OF TERMINATION OF SERVICE:

Service shall be subject to termination provided one of the following applies:

1. The customer fails to pay charges as agreed or as they become due.
2. The customer fails to contact the Customer Accounting Department prior to the termination date indicated on the customer's termination notice.
3. The customer issues a check for a delinquent charge and the check is not honored by the bank.
4. The customer refuses to accept a certified letter regarding delinquent charges.

B. NOTICES OR PROPOSED TERMINATION OF SERVICES:

Prior to termination of service, the following actions shall be taken by the District:

Notice of Termination

At least fifteen (15) days prior to the termination date, as determined by the District, a termination notice shall be mailed to the customer. The notice shall include the following information: (a) amount due, (b) final date for payment, (c) termination date, (d) reason for termination, (e) additional reconnection charges which the customer will be required to pay if disconnection occurs, (f) a summary of the customer's rights and remedies, and (g) notice that the customer must contact the District Customer Accounting Department to avoid termination.

C. RIGHTS:

1. INFORMAL APPEALS

Customers have the right to informally appeal termination of service through the Customer Accounting Department prior to the date of termination. The appeal may be made by telephone or in person during normal utility working hours.

To substantiate the appeal, the customer is required to provide specific information such as amounts paid, dates, etc., and may be

required to provide documentation such as a physician's statement, court decree, receipts, etc...

If the matter cannot be resolved by the Customer Accounting Department, the customer shall be advised of the customer's right of a formal appeal. The customer must apply for a formal appeal through the Customer Accounting Department with seven (7) days prior to termination.

2. FORMAL APPEAL

Upon request for a formal appeal, the appeals office will establish a date for the appeal which will accommodate the schedules of the Appeals Officer, customer and representative of the Customer Accounting Department. The appeal shall not be scheduled later than one (1) week following the date of the request for formal appeal. Termination of service shall not occur, pending the decision by the Appeals Officer.

The Appeals Officer shall be a District Administrator who is not a member of the Customer Accounting Department. The appointment of an Appeals Officer shall be made by the General Manager.

The customer will be given the first opportunity to present information and relevant documentation regarding the dispute. The representative of the Customer Accounting Department will then present information and relevant documentation to support the department's position.

The Appeals Officer will allow the customer and Customer Accounting representative to respond to information and documentation presented. The Officer may also request additional information from either or both parties.

The Appeals Officer shall provide the decision to both parties in writing. Failure of the customer to comply with a decision rendered in behalf of the District will constitute cause for termination of service upon 24-hour notice delivered to the service address.

3. SPECIAL CONSIDERATION

The District shall notify customers on the termination notice that customers who desire special consideration must register in person with the Customer Accounting Department if they are 62 years of age or older, handicapped or if termination of service would jeopardize their health or the health of a member of the household.

When the District becomes aware of such customers, the information will be entered in a permanent record within the Customer Accounting Department.

Registered customers who are not able to pay their bills shall be referred to an appropriate social service agency for assistance. The termination process shall be postponed for 48 hours to allow the agency to review the matter and to propose an acceptable solution. If no acceptable solution is reached, termination will proceed in accordance with this policy.

Failure of a customer to pay as agreed shall be cause for termination of service within 24 hours.

D. GENERAL PROVISIONS

Normally a customer's service shall not be terminated on the day preceding a utility non-workday.

E. DECLARATION OF CUSTOMER BANKRUPTCY

The District will not alter, refuse or discontinue service to or discriminate against the customer solely on the basis of his or her commencement of a case under 11 USG 101, et seq., or solely on the basis that a debt owed by the customer to the District for service rendered before the order or relief was not paid when due. However, the District, at its discretion, may alter, refuse or discontinue service if neither the customer nor his or her representative, within twenty days after the date of the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after that date.

26. **NON-STANDARD SERVICE:** If a water service (new or added) requires equipment that is not-standard with the District, and the District is willing to include the new equipment in their standards, the cost of the equipment and spares, if needed, will be included in the Contribution-in Aid-of-Construction (CIAC). If any other special installation is required, cost of installation and maintenance shall be paid by the customer prior to the work being performed.

27. **RELOCATION OF EQUIPMENT AT CUSTOMER REQUEST:** If a customer requests relocation of his or her water meter service to an existing structure the District may remove and reconnect its service at the District's cost.

If a customer requests the water meter delivery point be moved to a new location and the District does not have water distribution facilities of sufficient capacity available within the normal 100 foot service distance, the customer shall reimburse the District for the cost of relocating the facilities required.

If a customer desires a water meter moved for any reason (e.g., water meter in the way of a proposed new driveway), the District will do so provided the water meter as relocated is feasible from an engineering point of view, and further provided that the customer pay in advance an amount sufficient to reimburse the District for such costs.

Before relocation of any water meters or equipment, the customer will procure the necessary signatures on any easements required by the District and will furnish such easements to the District.

In the event that conditions not defined herein occur, then the principles and policies as outlined herein and in the Extension Policy shall be applied.

28. **EXTENSION POLICY:** A water service extension shall be considered any expenditure of District funds necessary to provide permanent service to a proposed customer. Within the means and ability of the District, it is the declared policy to extend service to new customers for permanent residential, commercial and industrial service in all areas within or adjacent to territory now being served by existing facilities of the District. The District will make extensions from each of its water distribution systems at locations where adequate water capacity is available. Each extension will be subjected to a study as to feasibility, permanence, desirability and action deemed necessary. In addition to requirements as herein stated, the District shall have sole discretion to determine if the proposed extension is permanent and/or feasible. Normally, a permanent service is expected to be of 15 years or longer duration.

The District will require a Contribution-in-Aid-of-Construction equal to one-hundred percent of the estimated cost of the extension, or minimum of \$1,500.00. Said contribution must be paid prior to construction of the extension.

A developer requesting installation of new water facilities for service to a residential development will be required to pay the estimated total cost of all water facilities necessary to serve every lot in the area, including main line extensions, services, meters, valves, vaults, pumps, etc.

The design of all new or extended water systems will be subject to the approval of the District, and ownership of water distribution systems and services shall remain with the District except as provided above. The owner or developer shall provide property corner stakes and final grade information necessary for the District to determine trench locations and trench excavation depths prior to trench excavation. The District shall not be responsible for lost or removed markers.

Any changes to the water system required in the District's opinion because of changes in final grade or property lines shall be at the expense of the owner or developer.

The customers or developer will be held responsible for damage to any water equipment resulting from any dig-ins on his property.

Applications on one continuous line may be grouped if to the mutual advantage of all applicants for service.

The customer will obtain signatures on easement for line extensions on forms provided by the District.

Cost estimates shall be revised if construction is delayed by the customer for thirty days or more and related payment and extension agreements will be revised accordingly.

29. **TRAILER COURTS AND MOBILE HOME PARKS:** For service to trailer courts and mobile home parks, the District will supply the necessary water service installation and make connection to the main distribution system installed, owned, and maintained by the court or park operator. Such system shall include service and metering equipment for each lot. The District will supply meters and render regular bi-monthly bills for each trailer or mobile home service. The court or park operator may elect to be responsible for all bills and for any meter reading and billing for trailers or mobile homes moving in or out, or the operator may elect to have individual trailer or mobile home occupants assume responsibility for water billings and apply directly to the District for service.

Operators of trailer courts may elect to take service through a master meter with distribution to individual trailers over facilities installed, owned, and maintained by the operator and billed under the applicable water rate schedule. Under this option the operator will be responsible for water bills and the District will not supply individual meters or render individual bills.

30. **RATES:** The rates of the District area based upon the policy of supplying water to the customer at the lowest possible cost consistent with sound business principles. All rate schedules are based on a single service to the premises of one customer through one meter. For residential service, when more than one residence or apartment is served through one meter, the basic monthly charge and the minimum monthly charge are multiplied by the number of residences or apartments on the meter. Service may be supplied to customers not coming within the scope of the regular rate schedules of the District; provided that such service shall be covered by a separate contract and shall be approved by the Commissioners of the District.

Following is a list of the rate schedules adopted by the District:

Schedule 1 – General Water Service (includes bulk or tank hard water supply)

Customer Service Policies for Water Systems

Adopted by Resolution 92-50 dated March 9, 1992.

Amended by Resolution No. 16-206 by Board of Commissioners December 12, 2016.

Amended by Resolution No. 17-227 by Board of Commissioners December 29, 2017.

**PUBLIC UTILITY DISTRICT NO. 1
OF DOUGLAS COUNTY, WASHINGTON**

SCHEDULE 1

**GENERAL WATER SERVICE
(TOWN OF WITHROW)**

AVAILABLE:

In the Town of Withrow and to some hauled water users near Withrow.

MONTHLY RATE

- A.) Meter Charge for $\frac{3}{4}$ meter: \$40.00 per month
- B.) Water Consumption per 1,000 gallons:
- | | |
|------------------------|------------------|
| 1-3,000 gallons | \$0.80 per month |
| 3,001 – 10,000 gallons | \$1.30 per month |
| 10,001 or more gallons | \$1.80 per month |

HAULED WATER RATE

\$1.30 per each 100 gallons

EFFECTIVE

With the first regular billing after January 1, 2019 and subject to revision from time-to-time thereafter.

**PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY
UNDERGROUND WATER SYSTEM RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more)

(Unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby acknowledged, do hereby grant unto PUBLIC UTILITY DISTRICT NO. 1 OF DOUGLAS COUNTY, a municipal corporation hereinafter called the "District," whose post office address is 1151 Valley Mall Parkway, East Wenatchee, Washington, and to its successors, assigns and permittees, the right to enter upon the lands of the undersigned, situated in the County of Douglas, State of Washington, and more particularly described as follows:

and to install, lay, construct, reconstruct, repair, operate and maintain under, over and upon the above described lands and/or under, over and upon all streets, roads or highways abutting said lands, an underground water distribution system, and to license, permit, or otherwise agree to the joint use of occupancy of the underground trench system by any other person, association or corporation for electrification or telephone or television purposes.

The undersigned agree that areas over buried water equipment shall remain free and clear of structures, trees, shrubbery and/or any other physical encumbrance and that tree access to all buried water facilities will be allowed at all times. District shall not be responsible for loss, replacement or damage of any improvements or other things below, over or upon such easement necessitated by District's use of this easement.

It is agreed that all pipes, meters, boxes, valves, water line and other facilities installed on the above described lands shall remain the property of the District, removable at the option of the District, upon termination of service to or on said land.

The undersigned covenant that they are the owners of the above described lands, (and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons.

IN WITNESS WHEREOF, the undersigned have set their names and seals this _____ day of _____, 20_____.

STATE OF WASHINGTON)

) ss

COUNTY OF DOUGLAS)

On this _____ day of _____, 20_____ before me personally appeared _____ to me known to be the individual(s) described in and who executed the within and foregoing instrument as _____ free act and deed for the uses and purposes herein mentioned.

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

NOTARY PUBLIC in and for the State of Washington

Residing at _____