

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

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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 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 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 limited 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 22 DAY OF May, 1948.

Walter Schuh (Seal)

Accepted for

Jessie U. Schuh (Seal)

PUBLIC UTILITY DISTRICT NO. 1 of
Skamania County, Washington

George E. Ward Manager

Date: 5-28-48.

Filed for record June 21, 1948 at 1-15 p.m. by P. U. D.

John C. Wadsworth
Skamania County Auditor

#38084

School District No. 31 to The Public

STATE OF WASHINGTON)
County of Skamania) ss.

Mildred E. Young being first duly sworn on oath deposes and says: That she is now and since prior to the 4th day of May, 1948, has been clerk of School District No. 31, Skamania County, Washington. That said School District No. 31 is a consolidated School District including former district No. 25 of said Skamania County; that attached hereto is a true copy of the resolution of the Directors of said School District No. 31 which was duly passed in regular session of said board on the 4th day of May, 1948, all members being present; that attached hereto also is a copy of notice of special school district meeting posted in said

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John H. Cox Company, Makers, Tacoma - 4887

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school district pursuant to the resolution aforesaid. That affiant posted said notices on the 10th day of May, as follows: one at the front door of the Mill A School House of said School District; one at the Broughton Lumber Company Store in said school District; one at the Evergreen Grocery in said school district; and one at the post office at Cook, Washington; all of said places being public places within said school district.

Affiant further says that at the special meeting held pursuant to said notice and resolution the proposition of sell the real property described therein was duly considered by the electors of said school district and said sale was authorized upon vote duly taken as follows: 22 for sale; 1 against sale.

Mildred E. Young

Subscribed and sworn to before me this 21st day of June, 1948.

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington
Residing at Stevenson, therein.

Whereas it has been heretofore determined by the directors of School District No. 31 that the property formerly owned by School District No. 25 situated in Section 27, and 34, Twp. 3 N. R. 9 E. W. M. be sold and such sale was authorized by the electors at a general election and,

Whereas the procedure for such sale was defective and the purchaser under said sale has notified the District of its intention to withdraw its bid by reason of such defect, and

Whereas it is advisable to take such steps as may be necessary to carry into effect the intention of the electors and to legalize any sale which might be made of said premises and whereas such purpose be best accomplished by submitting the question at a special school meeting to the electors of said District.

Therefore be it resolved that a School District meeting for District No. 31 of Skamania County, Washington, be held at the Mill A School house in said District at the hour of seven o'clock p. m. M. on _____, the 21 day of May, 1948, for the purpose of determining whether or not the directors shall be authorized to sell and convey all the property belonging to the School District located at Cooks and in Section 27 and 34, Twp. 3 N. R. 9 E. W. M. and more particularly described as follows:

1. All of Block 7 of the Townsite of Cooks according to the official plat thereof excepting a strip of land 25 feet wide along the west side thereof reserved for road purposes and also excepting Lots 9, 10, 11, and 12, of said block.

2. Commencing at a point in the Section line between Sections 27 and 34 in Tp. 3 N. R. 9 E. of the W. M. 243 ft. West of the S. E. corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 27, Twp. 3 N. R. 9 E. W. M., thence North 23 deg. 8 min. West 14 ft.; thence E. 28' North 209 ft. to a connection with the Taylor and Graves Road running through the said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 27 Twp. 3 N. R. 9 E. W. M.; thence Westerly along said road 471 ft. to a point parallel and in line with the East line of the parkway bordering on West side of said School District Grounds; thence south 23 deg. 8 min. East 80 feet to the Section line, said point being the northwest corner of said School District Grounds; thence east along said section line 207 feet more or less to the point of beginning, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all our estate, right, title and interest in and to the same.

Regularly passed by the Board at a special meeting held on the 4th day of May, 1948, all members being present.

Mildred E. Young

Earl P. Furniss

Bonnibel L. Morby

NOTICE OF SPECIAL SCHOOL DISTRICT MEETING

NOTICE is hereby given that a special meeting of the legal school electors of School District No. 31 of Skamania County, Washington, will be held at Mill A School House in said district on the 20th day of May, 1948, beginning at the hour of seven o'clock P. M. of

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Johnson-Dee Company, Makara, Washin- 4487

said day, for the purpose of determining whether or not the directors shall be authorized to sell and convey all the property belonging to the School District located at Cooks and in Section 27 and 34, Twp. 3 N. R. 9 E. W. M. and more particularly described as follows:

1. All of Block 7 of the Townsite of Cooks according to the official plat thereof excepting a strip of land 25 feet wide along the west side thereof reserved for road purposes and also excepting Lots 9, 10, 11, and 12, of said block.
2. Commencing at a point in the Section line between Sections 27 and 34, Tp. 3 N. R. 9 E. of the W. M. 243 ft. West of the S. E. corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 27, Tp. 3 N. R. 9 E. W. M., thence North 23 deg. 8 min West 44 ft.; thence E. 28° North 209 ft. to a connection with the Taylor and Graves Road running through the said SE $\frac{1}{4}$ of Sec. 27 Twp. 3 N. R. 9 E. W. M.; thence Westerly along said road 471 ft. to a point parallel and in line with the East line of the pe rway bordering on West side of said School District Grounds; thence sout 23 deg. 8 min. East 80 feet to the Section line, said point being the northwest corner of said School District Grounds; thence east along said section line 207 feet more or less to the point of beginning, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and also all our estate, right, title and interest in and to the same.

By order of the Board of Directors.

Dated this 10th day of May, 1948.

Mildred E. Young
School District Clerk.

Filed for record June 28, 1948 at 3-35 p.m. by R. C. Sly.

James C. Johnston
Skamania County Auditor

#38187 L.E. Barnes et ux to May vanOsdol

CONDITIONAL SALES CONTRACT

THIS AGREEMENT made this 14th day of July, 1948, by and between L. E. BARNES and MARJORIE BARNES, his wife, of Cascade Locks, Oregon, herein termed the Sellers, and MAY van OSDOL, of Stevenson, Washington, herein termed the Buyer,

W I T N E S S E T H:

That the Sellers have sold to the Buyer and the Buyer has purchased from the Sellers that certain business known as the "TWIN BUS CAFE" now located on Lot 15 of Block 8 of Riverside Addition to the City of Stevenson, County of Skamania, Washington to-gether with the following described personal property:

- | | |
|---|---|
| 1 structure consisting of 2 busses in which the business is located | 1 electric oven (proctor) having serial number 707P2358 |
| 18 cups | 1 Steam table |
| 9 Napkin holders | 1 French fryer having number 416651 |
| 6 sugar holders | 2 large spoons |
| 18 salt and pepper shakers | 1 skillet |
| 7 syrup pitchers | 4 pans |
| 1 milkshake machine with 2 cups | 1 pitcher |
| 1 soup maker | 15 plates |
| 50 forks | 2 ice cream dippers |
| 20 spoons | 1 General Electric fan |
| 20 knives | 1 electric clock |
| 20 large spoons | 81 towels |
| 15 soup bowls | 1 Frigidaire capacity 9 ft, and having number 289 |
| 12 dessert dishes | 1 Grill-Lang and having number 3326 |
| 4 butcher knives | 1 National Cash Register having number 3047421 |
| 1 electric toaster | 1 pie case |
| 12 dividing dishes | 1 Pepsi-cola cooler |
| 30 small dishes | 1 66 gal. electric hot water heater. |
| 10 glasses | and the good will of said business |
| 20 creamers | |
| 1 electric mixmaster | |
| 1 slicer-manual | |
| 1 slicer-potato | |
| 1 air conditioner | |

That from and after the 15th day of July, 1948, the buyer may use said property and she does hereby promise and agree to pay to the Sellers therefore the sum of Three thousand one hundred (\$3,100) Dollars, One Thousand (\$1,000.00) Dollars of which is to be paid on or before the 15th day of July, 1948, and the remaining balance of Two Thousand one hundred (\$2,100.00) Dollars is to be paid in monthly installments of \$75.00 each, or