

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

Johnson-Cox Company, Blakes, Record-447

admitted to probate as the last will and testament of Laurie J. Moody, deceased.

Dated this 27th day of December, 1949.

(Sgd) Eugene G. Cushing
J U D G E

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF CLARK

IN THE MATTER OF THE ESTATE)

OF)

LAURIE J. MOODY, Deceased)

ORDER OF SOLVENCY

No. 11957

ENDORSED:

Filed Apr 4, 1950

WILMA SCHMIDT, CLERK CLARK CO.

Wilma Schmidt DEP

Application being made by petition to this Court to have this Court sign an order of solvency; it appearing to the Court, from the petition of the executor, that according to the appraised value of the estate the estate is solvent.

IT IS, THEREFORE, HEREBY ORDERED:

That the above entitled estate is declared to be solvent, and that because thereof the executor is entitled to proceed to administer the estate under the terms of the will without intervention of the Court.

Dated this 4th day of April, 1950.

(Sgd) Charles W. Hall
J U D G ESTATE OF WASHINGTON)
COUNTY OF CLARK) SS.

CERTIFICATE OF TRANSCRIPT

I, WILMA SCHMIDT, County Clerk of Clark County, State of Washington, and Ex-Officio Clerk of the Superior Court of Clark County, State of Washington, said court being a Court of Record, do hereby certify that I have compared the foregoing with the original Order Admitting Will to Probate and Order of Solvency.....

.....In the Matter of the Estate of
Laurie J. Moody, Deceased.....
Case No. 11957

which still remains on file and of record in my office, and that the same is a true and correct transcript of said original and the whole thereof.

WITNESS my hand and the official Seal of said Superior Court affixed this 18th day of April A.D. 1950.

(Superior Court seal affixed)

WILMA SCHMIDT
ClerkBy Ruth J. Jorgensen
Deputy

Filed for record May 31, 1950 at 10-05 a.m. by R. J. Salvesen.

James C. Gauthier
Skamania County Auditor

#40930

E. F. Balsiger to Skamania Co. P.U.D. #1

APPLICATION AND CONTRACT FOR WATER SERVICE
PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY, WASHINGTON

Name E. F. Balsiger

Date 4-3-'50

Address 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: Described on enclosed sheet of paper due to lack of space.

MISCELLANEOUS RECORD G
SKAMANIA COUNTY

587

Twp. 3 N 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 \$5.00, 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 $\frac{1}{2}$ % 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 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 90 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 15 days from the date of 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 15 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 Regulations" 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 10 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 3rd DAY OF April 1950.

Accepted for
PUBLIC UTILITY DISTRICT NO. 1 OF
SKAMANIA COUNTY, WASHINGTON

E. F. Balsiger (Seal)

By R. R. Muhlitz Manager

MISCELLANEOUS RECORD G

SKAMANIA COUNTY

Johnson Tax Company, Hanks, Tacoma - 437
GENERAL MERCHANDISEUNDERWOOD MERCANTILE CO.
GEO. E. BALSIGER
UNDERWOOD, WASH.

PHONE 923

A rectangular Parcel of property bounded on the west and south by County roads and lying within the southwest corner of the following described tract: Commencing at point 261 feet west of the southeast corner of Section 15, Township 3 North, Range 10 East of the Willamette Meridian, thence North 209 feet, thence West 206 feet, thence North 209 feet, thence East 319 feet, thence North 904 feet, thence West 1145 feet, thence South 1317 feet, thence East to the point of beginning. And more particularly described as follows: Commencing at the Southwest corner of the latter tract, thence North 220 feet along the west line of said tract, thence east 106 feet parallel to the south line of said tract, thence south 220 feet to the south line of said tract, thence west 106 feet to the point of beginning.

Filed for record June 19, 1950 at 2-20 p.m. by Skamania County P.U.D. No. 1.

John C. Hachler
Skamania County Auditor

#40931

George M. Baker to Skamania County P.U.D. No. 1

APPLICATION AND CONTRACT FOR WATER SERVICE

PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY, WASHINGTON

Name George M. Baker

Date 4/10/50

Address 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: 5123 4-10-50

Located in NE $\frac{1}{4}$ SW $\frac{1}{4}$, T 3 N, R

Twp. 3 Range 10

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 3 $\frac{1}{2}$ % 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 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 90 days from