

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,

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SKAMANIA COUNTY

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Johnson-Cox Company, Makers, Tacoma, Wash.

the day and year first above written. . . .

Signed and sealed in the presence of:

Raymond C. Sly

Juanita Beth Rankin

(SEAL)

NATIONAL SURETY CORPORATION

By Mildred Palitzke

MILDRED PALITZKE Attorney-in-fact

AT SEATTLE, WASH.

STATE OF Washington }
COUNTY OF Skamania } SS.:

Before me, this 26th day of December, A. D. 1950 personally appeared the said Juanita Beth Rankin, to me known and known to me to be the individual described in and who executed the foregoing bond, and she acknowledged to me that she executed the same.

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington
residing at Stevenson

Approved 12/29/50

J. E. Stone, Judge

Approved as to form

Raymond C. Sly
Prosecuting Attorney

O. K. John R. McDonald

Joe Grant

John Fair
County Commissioners

Filed for record April 10, 1951 at 8-35 a.m. by Skamania County.

John C. Wachtman
Skamania County Auditor

#42283

Mary Katherine Douglass to The Public

STATE OF WASHINGTON, }
County of Skamania } ss.

Mary Katherine Douglass, also known as Kate Douglass, being duly sworn, on oath says:
I am a surviving daughter of John F. Sweeney and Mary Elizabeth Sweeney, both deceased, and the widow of William F. Douglass who died intestate on January 16, 1941. That there were no children the issue of the said William F. Douglass and affiant is his sole heir at law. That I am familiar with the terms and provisions of that certain trust deed executed by Mary Elizabeth Sweeney on the 31st day of January, 1931, to Ida B. Dunn and Charles B. Sweeney recorded at Page 558 Book "W" of Deeds, records of Skamania County, Washington, and particularly with that portion thereof in which provision is made for the payment to the said William F. Douglass of the sum of \$500.00 from the proceeds of any sale of said real property. That the said \$500.00 represented a loan made to John F. Sweeney by the said William F. Douglass during the life time of both for which no evidence of indebtedness was taken and particularly no mortgage, lien or other instrument creating a lien upon the real property mentioned in said deed was given. That the said \$500.00 was fully paid to the said William F. Douglass at the time the flowage easement was sold and conveyed to the United States of America for back water of the Bonneville Dam and that the lien created by the above mentioned instrument has been fully paid and satisfied.

That affiant makes no claim to any lien against said property by virtue of the said trust deed and claims no interest other than as defined by conveyances of record^{or} as heir at law of the said decedents.

Mary Katherine Douglass

Subscribed and sworn to before me this 11th day of April, 1951.

(Notarial seal affixed)

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

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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 E. 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

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Johnson-Cox Company, Makers, Tacoma 4187

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 the 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 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 21 DAY OF April 1950.

Accepted for
PUBLIC UTILITY DISTRICT NO. 1 OF
SKAMANIA COUNTY, WASHINGTON
By R. R. Mushnitz
Manager

George M. Baker (Seal)

Filed for record June 19, 1950 at 2-20 p.m. by Skamania County P.U.D.

Skamania County Auditor

441970

Lee L. Doud et al vs The Public

AFFIDAVIT

STATE OF WASHINGTON }
COUNTY OF PIERCE } ss.

GLADYS D. MARTIN, formerly GLADYS D. MARTIN, LEE L. DOUD, DONALD H. DOUD and HEVA D. MARTIN, being first duly sworn on oath, each for himself or herself says:

That affiants are all sons and daughters, respectively, of Leslie L. Doud, and were the owners of all of the outstanding capital stock of Defiance Lumber Company, a Washington corporation which went into voluntary liquidation on April 15, 1949. That Gladys D. Martin was the wife of Harry L. Martin for many years prior to his death on August 25, 1948. That she remained a widow after the death of Harry L. Martin until October 13, 1949, when she married her present husband, F. T. Knight.

That Lee L. Doud has been President of Defiance Lumber Company since the death of his father in 1934. That all of the affiants are entirely familiar with the ownership of the capital stock of the Defiance Lumber Company. That Leslie L. Doud, father of affiants, prior to his death gave 90.637 shares of stock to the Defiance Lumber Company to Gladys D. Martin, which shares were evidenced by Certificate #76, dated July 9, 1931. Thereafter, Defiance Lumber Company issued additional shares of stock in Defiance Lumber Company to Gladys D. Martin as stock dividends, the same being issued in 1930 and 1941, so that at the time of the