

F. W. Leadbetter & J. Bourne Jr.

This agreement made and entered into this 21st day of October, 1902, by and between F. W. Leadbetter of Clarke County, Washington (hereinafter referred to as "said Leadbetter"), party of the first part, and Jonathan Bourne, Jr., of Portland, Oregon (hereinafter referred to as "said Bourne"), party of the second part, Witnesseth: That whereas said Leadbetter is the owner of Section eight (8) in Township two (2) North of Range five (5), East of the Willamette Meridian, in Skamania County, Washington, and other lands lying along Texas Creek and the North Fork of the Wishongal River in said Skamania County, and is also the owner of certain dams in said river used for floating logs; and whereas said Bourne is the owner of certain timber lands in said township, and in Township three (3), North of Range five (5), East of the Willamette Meridian, lying along and adjacent to said creek and said river, from which he desires to cut logs and float the same down said river to market,

Now, therefore, the parties hereto in consideration of the mutual benefits to accrue to each therefrom, do covenant and agree each with the other as follows, to-wit:

1. That said Bourne may build, maintain, repair and rebuild a dam in said Texas Creek on said Section eight (8) of suitable size and dimensions to impound the water of said stream for the floating of logs thereon at a point mutually agreed upon by the parties hereto, said Bourne to pay all expenses of building the same, except that said Leadbetter shall furnish a Dickey-engine to be used in the construction of said dam, and said Bourne shall have the right to use without charge the timber growing on the lands of said Leadbetter, adjacent to said dam, in the construction of the same, the said Leadbetter, however, to have the right to take and use within a reasonable time a like amount of timber from the lands of said Bourne in the Southeast corner of Section thirty-one (31) and the Southwest corner of Section thirty-two (32). Work on said dam to be begun within thirty days from the date hereof and continued without interruption until said dam is completed.
2. That when said dam is completed, it shall be used jointly by said Bourne and said Leadbetter for the floating of logs, without charges to either for such use.
3. That said Bourne shall have a right of way over the lands of said Leadbetter from his (Bourne's) said timber lands to the said dam for hauling logs to said dam, and may make, construct, maintain, repair and use such roadway and roadways for that purpose, and in such place or places as he, Bourne, may elect, not without charge to the said Bourne therefore.
4. That said Bourne shall have the right to float logs down said Texas Creek and said river over the lands of said Leadbetter, the full length of said streams, and shall have the use jointly with said Leadbetter on said streams, for the floating of logs thereon, without charge to the said Bourne for the use of said streams or said dams. All of the covenants and agreements herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto respectively. In Witness Whereof, the parties hereto have hereunto set their hands and seals this the day and year first herein written.

Witnesses:

As to Signature of Leadbetter:

W. A. Peery.

F. W. Leadbetter (Seal)

Jonathan Bourne Jr. (Seal)

At to Signature of Deem:

J. W. Strawn.

State of Oregon

County of Multnomah ³/₂ ss.

I, N. A. Peary, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 21st Day of October, 1902, personally appeared before me F. W. Leadbetter and Jonathan Brown, Jr., to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal this 21st Day of October, A.D. 1902.

Notarial
Seal

N. A. Peary

Notary Public in and for the State of Oregon
residing at Portland, Oregon.

Filed for record by J. Boice Esq. on the second day of April A.D. 1903 at
4.30 o'clock P.M.

A. Fleischman

Com. Auditor.

W. L. Gray to Jos. T. Peters.

Sevenson, Wash April 10. 1903

To whom it may concern, This is to certify that I have this day sold and delivered to Jos. T. Peters, all my right title and interest in and to the following described personal property, to wit:

A certain lot of cord wood now cut and corded on my land being in Skamania County State of Washington and near the Town of Stevenson, in said County and State, being in all about 147 1/2 cords more or less, for the full sum of one Hundred and Forty seven & ²⁵/₁₀₀ Dollars (\$147.25) The receipt whereof is hereby acknowledged. Being all of the wood which I have now on the land aforesaid.

Witness,

W. V. Robertson.

W. L. Gray by Clara Gray

Filed for record by Jos. T. Peters on the 28th Day of April 1903 at 4.30 o'clock P.M.

A. Fleischman

Com. Auditor