

Erisk Bylin & W. T. Coulter et al.

This Agreement, made and entered into this 23. day of March, 1905, by and between Erisk Bylin and Anna Bylin his wife, herein known and designated in this Agreement as the first party, and W. T. Coulter, G. W. Stiggs and George Watson, hereafter known and designated in this agreement as the second party, 1st recite:

That in consideration of the covenants and agreements herein contained to be kept and performed by the second party, and of the payments to be made to the first party by the second party as hereinafter specified, the first party has sold and does hereby sell and convey to the second party all merchantable jilting and sawtimber situate upon the following described real estate to-wit: The northeast quarter of section twenty-three (23) Township three (3) North Range eight (8) East of the Williamsite Meridian, in Sherman County, State of Washington; reserving therefrom the timber situate upon five acres of the above described real property, situate on the southeast forty acres of said tract, the said five acres to be hereafter selected by said first party. The first party does hereby grant to the second party the right to construct and maintain a saw mill, and dam or dams, right of way for flumes and skid roads, over and upon the above described real property, and also the right to use the water situate thereon for fluming purposes over and across said above described property; the first party reserving from said water right, for irrigation purposes, an amount of water that will pass through an inch and one half pipe under a three foot pressure.

The party of second part hereby agrees to pay to the party of the first part thirty-five cents per thousand feet for all saw timber and one-half cent per foot for all jilting to be taken from the above described real property, all of said timber to be scaled at the mill by the Brown Scale. The second party hereby agrees to cut not to use for saw timber any timber smaller than eighteen inches in diameter two and one-half feet from the ground and smaller than twelve and one-half inches at the small end. The second party hereby agrees to cut and remove from said above described real property all the sawtimber situate thereon and all the jilting situate thereon within two years from this date.

The party of the second part hereby agrees to pay the first party on the first and fifteenth of each and every month during the time allowed to remove said sawtimber and jilging, in cash for all timber cut on said land at the date payment is due, said payments being due on the first and fifteenth of each month. It is expressly understood and agreed that the party of the second part is not to saw any other timber until they have cut and removed and paid for all timber situate on the above described real property.

It is understood that the second party is to pay first party nothing for said rights of way, water or right to place flumes on said lands until after the said timber is removed or until after two years from this date. At the expiration of two years from this date, or whenever said timber is removed, if it be removed before the expiration of two years, then the second party hereby agrees to pay the first party fifty (\$50.00) Dollars per year for a right of way for said flume until the expiration of five years from this date, and seventy five (\$75.00) Dollars per year for the two succeeding years, payable in advance.

The second party hereby agrees to cut said timber forty acres at a time, that is forty acres is to be cut off before commencing to cut timber on any other forty acres of said

tract. The second party hereby agrees that at the expiration of two years from this date they will take up and remove any and all skid roads placed by them on the improved land situate on the above described tract of land, at their own cost and expenses. It is further understood and agreed that the second party is to build all skid roads and flumes placed on said tract of land and at their own cost and expenses.

It is hereby mutually understood and agreed that the first party is to have the right to run cordwood in all flumes constructed on said land by the second party, by paying the second party for said privilege the sum of fifteen cents per cord. The second party hereby agrees to pay the first party for any and all damage caused to the first party by reason of the construction over and across said above described real property, or for other damage to buildings, orchards or meadows. It is understood and agreed that at the expiration of two years from this date this agreement is to terminate, except as to said flumes and water rights and the agreement in relation thereto, which are to continue, as herein provided, until the expiration of seven years from this date. It is further understood and agreed that at the expiration from two years from this date, or whenever all of said said timbers is cut and removed, if before the expiration of said two years, the second party is to vacate said premises and is to leave thereon for the use and benefit of first party, all buildings situate thereon, which is to become the absolute property of the first party. It is further understood and agreed that at the expiration of the time mentioned herein for which a right of way is granted for said flumes, that this contract shall be absolutely terminate, and that all flumes constructed thereon shall become the absolute property of the first party. It is understood that the second party is to have, free of cost, all timbers necessary for sills for mill, for dams, skid roads and chutes.

It is further understood and agreed that in case the second party shall fail at any time to make the payments herein mentioned to be made by the second party, on the date or dates when said payments become due, then this agreement shall immediately terminate.

It is further agreed by the parties hereto that this agreement is assignable.

In Witness Whereof, we have hereunto set our hands and seals this 23 day of March, 1905.

Witnesses:

J. C. Mc Cafferty
L. T. Smith

Ernie Oglin (Seal)
Anna Oglin (Seal)
W. T. Coulter (Seal)
C. W. Stepp (Seal)
George Watson

State of Washington }
County of Skamania } ss.

This certifies that before me a Notary Public within and for the above named County and State, this 23 day of March, 1905, came the within named Ernie Oglin, Anna Oglin his wife, W. T. Coulter, C. W. Stepp and George Watson, known to me to be the identical persons executing the within agreement and who acknowledged to me that they executed the same freely and voluntarily and for

the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and official seal this 23. Day of March, 1905.

Notary Public.
Seal

L. T. Smith

Notary Public for Washington.

Filed for record by J. O. Gillette on April 10. 1905 at 1.15 o'clock P. M.

A. Fleischmann

Co. Auditor

2.10

George Miller to Coulter, Stepp & Co.

This agreement entered into this 8th day of April 1905 between George Miller party of the first part and Coulter Stepp & Co. parties of the second part, all of Horn Valley Washington, Witnesseth that the party of the first part for and in consideration of One Dollar in hand paid the receipt of which is hereby acknowledged, lease to the party of the second part a right of way for a wood and lumber flume to be constructed for the purpose of fluming lumber and timber from their mill at Horn Valley across his land known as the Murphy Donation Land Claim, situated in Township No. 3 N Range 8 E. W. 46. in Shumway County, Washington. The parties of the second part agree to keep said flume in as good condition as possible, so that it will not leak so as to wash the land to cause damage, or not allow said flume to dump on the bank of the Columbia River so to wash away the bank and agree to pay any damage that may be caused by their carelessness or negligence. The term of this lease to be for a period of seven years.

Signed and sealed Dated this 8th day of April 1905

in presence of
J. O. Gillette.

Geo. Miller

Coulter Stepp & Co. per W. T. Coulter

Filed for record by J. O. Gillette on April 10. 1905 at 1.15 o'clock P. M.

A. Fleischmann

Co. Auditor

2.45