

For whom Charles Yettick to Wm. Butter et al

This agreement made this sixteenth day of December
- in the year 1898 between Charles Yettick of the County
of Skamania, State of Washington to the party of the
first part and Wm. Butter et al for some place the
party of the second part; That whereas
the party of the first part is the owner and possessor
of certain lands in said County and State over
which a certain tributary of the Columbia River
is bordering on, said state and known as Woodard
Creek flows on, by and through the said lands of the
party of the first part, and whereas the party of the second
part is deceased and intends building, erecting and
operating a flume for the purpose of fluming and
carrying Cordwood, ties, lumber and for all other
purposes connected with the business of fluming
and whereas the party of the second part intends
building and erecting said flume on certain
parts of the land owned and possessed by the
party of the first part and in, and through the said
Woodard Creek aforesaid owned and possessed
by the party of the first part, It is therefore in virtue
of the premises and for the consideration of the sum
of one dollar paid to the party of the first part by
the party of the second part this receipt whereof is
hereby acknowledged, the party of the first part
hereby gives, grants, bargains, sells and conveys
and by these presents does give, grant, bargain,
sell and convey to the party of the second part his
hers or assigns a sole right of way for the
term of fifteen (15) years on and through the lands
possessed by the party of the first part in Skamania
County and on that certain tributary of the Columbia
River aforesaid known as Woodard Creek that flows
on and through the lands of the party of the first
part for the purpose of building, erecting and
operating a flume for the uses above set forth, a
said right of way to be on or over the said Woodard
Creek as is practicable for the operating of said
flume, the party of the second part hereby agrees
and by these presents does agree to give the party of
the first part his heirs or assigns the right to use the

I hereby seal this sixteenth day of December 1898

Wm. Butter

Attest: A. R. Johnson
for Butter

said flume for the purpose of fluming cordwood and ties from and off the land owned and possessed by the party of the first part as before stated, provided the party of the first part pays to the party of the second part the sum of One cent for each and every cord of wood the party of the first part carries and transports, and the further sum of One cent for each and every tie carried and transported in said flume and it is further agreed that the party of the first part shall not be liable for any repairs to said flume. It is further agreed by and between the parties hereto, that the party of the first part shall not use the said flume for the purpose of delivering any wood the steamboats at said dock.

It is further agreed to, by and between the parties hereto that any disagreement between the parties hereto shall be left to arbitration, one arbitrator to be selected by each of the parties hereto and the two thus selected to select another. It is also agreed by and between the parties hereto that the party of the first part shall not flume more than three hundred cords of wood in any year and at such times as he may desire provided the party of the first part, gives the party of the second part his hands or assigns at least ten days notice of his intention to flume said wood. It is also agreed by and between the parties hereto that the party of the first part shall have the use of the dock and banks of the party of the second part for the purpose of delivering the cord-wood flumed by the party of the first part. In witness whereof the parties hereto have subscribed their hands and seals this sixteenth day of December A. D. 1898.

Witness

Dick Borroado

Filed for record Dec 27th, 1898 at 4 o'clock P.M.

O. S. J. H. Deverey
Chairman

William Butler
Charles G. Etch
Maguire Etch
C. L. Green
Auditor
By Joe Tonley
Deputy