

Klamath Boom Co. to Coulter & Co.

This Agreement made this 4 day of April, 1905, between the Klamath Boom Company, a corporation, party of the first part, and J. H. Coulter & W. G. Coulter, doing business under the firm name of J. H. Coulter & Co., parties of the second part, witness:

The party of the first part in consideration of the agreements herein contained hereby grants to the parties of the second part the privilege to build and operate a flume across the following described premises in Klamath County, Oregon, to-wit: The Northwest quarter of the Northwest quarter, and the North East quarter of the North West quarter, and the South East quarter of the North West quarter, and Lot One of Section Twenty Six of Township Three North of Range Eight East of Willamette Meridian. Also all that portion of the Robbins S. L. S. Township three North of Range Eight East of Willamette Meridian, lying North of the line running between Sections Twenty-seven and Thirty-four in said Township and Range.

This privilege is granted for a period of five years from date but is understood that said flume shall be built and operated within ninety days, otherwise, this privilege is revoked without further notice, and it is agreed that said privilege may be extended for a further period of two years provided however, that said flume shall be built and operated within ninety days hence, and the parties of the second part shall give the party of the second part, six months notice of its desire from such extension. And in consideration of this foregoing privilege, the parties of the second part, agree to build a flume to the Columbia River, across said premises suitable for floating and transporting cordwood and pilings and to have the same fit and ready for operation within ninety days from date. The Klamath Boom Company is to have use of said flume and water required for the purpose of transporting to the said river such cordwood and pilings cut upon said premises as it may desire, at the following rates:

Five cents per cord for cordwood, one-eighth of an cent per foot for pilings.

Failure by the parties of the second part to maintain and operate said flume in proper working order and repair for a year will work a forfeiture of said privilege and it shall stand revoked.

In Witness Whereof, the said Klamath Boom Company has hereunto executed this agreement pursuant to a resolution of its trustees, and the parties of the second part have hereunto signed the same this 4 day of April 1905

Klamath Boom Co.

by Clark W. Thompson, its President  
Klamath Boom Co.

by J. H. Coulter, its Secretary

J. H. Coulter

W. G. Coulter.

Parties of the second part.

Billed for record by J. H. Coulter on March 10, 1905 at 1.45 O. M.

A. G. Coulter  
J. H. Coulter

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