

State of Washington }
 County of Stevens }
 A.D. 1906, personally appeared before me A. C. Sly, Secretary of "The Stevens Security and Investment Company", a corporation to me known to be the individual described in and who executed the within instrument and acknowledged that he signed, sealed and delivered the same as his free and voluntary act and deed and as the free act and deed of "The Stevens Security and Investment Company", for the uses and purposes therein mentioned. And the said A. C. Sly being by me duly sworn or oath says that he is the Secretary of "The Stevens Security and Investment Company" and that he has full power and authority to make this acknowledgment.

Given under my hand and notarial seal on this the day of A.D. 1906.

J. O. Gillette,
 Notary Public.

J. O. Gillette, Deputy Clerk of Superior Court
 Stevens County, Wash.

Filed for record by J. F. Slater on May 29. at 9:30 A.M.

A. Fiedelbauer

Ex. Auditor.

1.65

Agreement.

This Agreement, made and entered into this 25th day of May 1906 between John F. Sweeney and J. M. Stevenson, parties of the first part, and Stevens Lumber Company party of the second part. Witnesseth, That said parties of the first part for and in consideration of one dollar to them in hand paid, the receipt whereof is hereby acknowledged, grant unto the said party of the second part a free right of way for the flume now owned and operated by said second party over and across the hereinafter described lands: The NW 1/4 of NE 1/4, NE 1/4 of NW 1/4, Lots 5 and 6 of Sec. 31 Twp. 3 N. of R. 8 E W. 16. Also backslip privilege on either the lands lying between the County Road, Smiths Creek, the present survey of the railroad and the present location of the flume of said second parties, or on the Orchard Park Wash of Smiths Creek, and free right of way to construct and operate a flume to said Orchard Park Wash is necessary; said second parties to have their choice and to use only one of the two locations. Said second parties agree to provide mass to dispose of the water from their flume in such way that it will not damage the land, by washing away or otherwise. Said second parties agree that if they are not through cutting timber at their present mill location within the term of their present lease that they will, after the expiration of said lease, remove to said first parties, free of cost, the same amount of power as the water at Smiths Creek would furnish. Said first parties hereby grant unto the second parties the privileges of backslip on that land lying between back side of Smiths Creek and South of

Railroad location and Columbia River. This agreement shall remain in force for the term of ten years from date of this instrument, unless it is cancelled by mutual consent of the parties hereto or by breach of either of the parties hereto.

Witness our hands and seals this 25th day of May 1906.

Witnesses:

R. C. Wilson
James Crowley

J. F. Sweeney

Mary C. Sweeney

Stamman Lbr. Co.

by A. W. Arnold, Secy & Mgr.

State of Washington }
County of Skamania } ss. I, James Crowley, do hereby certify that on this 25th day of May 1906 personally appeared before me John F. Sweeney and Mary C. Sweeney and A. W. Arnold, Sec. and Mgr. of the Stamman Lumber Company to me known to be the individuals described in and who executed the foregoing 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, and said A. W. Arnold acknowledged that he signed and sealed the same on behalf of and with the consent of the Stamman Lbr. Co. Given under my hand and seal this 25th day of May 1906.

Notaral Seal

James Crowley, Notary Public
Residence Stevenson, Washington

Filed for record by A. W. Arnold on May 30, 1906 at 2.30 P. M.

A. F. Schumaker
Co. Auditor.

0.90

A. S. Gould to Col. Vall. Rd. Co.

Know all men by these Presents That A. S. Gould and Florence C. Gould, his wife both of the County of Waukegan, in the State of Oregon, in consideration of the sum of Twenty-five (\$25.00) Dollars, paid by the Columbia Valley Railroad Company, a corporation duly organized under the laws of the State of Washington, having its principal office at the City of Vancouver in the said State, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Columbia Valley Railroad Company, its successors and assigns the following described parcel of land, situate in Skamania County, State of Washington to-wit: A strip of land 100 feet in width, being 50 feet in width on each side of and parallel with, the center line of the main track of said road as the same is staked out and located over and across the lands of the said A. S. Gould and