

side of Kind Mountain, thence from said stake one hundred feet East, parallel and south of the Spokane, Portland & Seattle Ry. a right of way, ten feet; to a stake, then south fifty feet to a stake, then West one hundred feet to a stake, then North fifty feet to the place of beginning; if said land is surveyed and layed out into lots we will sell the lot leased to Joseph Barboos for the same price as asked for adjoining lots on the east. We to reserve all rights to drill for Mineral Water on this land. Also we will allow him to run a one inch pipe line up the creek to a suitable point for a supply of water and we to have the use of one half the water flowing through said pipe line. We to have the right to tap said pipe line at a point most convenient for our use of said water.

Hadley & Hayes

Joe Barboos

Filed for record by Joe Barboos on May 19, 1908 at 2:00 P.M.

A. Fleischhauer

Co. Auditor

v 0.75

By E. Swisher - Deputy.

J.P. Porter & Co. to Frederick Lethy.

Whereas, J.P. Porter & Co. hold certain rights in the West half of the Southwest quarter (W. 1/2 of S. 24. 1/4) and the Northeast quarter of the Southwest quarter (N.E. 1/4 of S. 24. 1/4) of Section ten (10), Township three (3) North, Range ten (10) East, 24. M., in Skamania County, Washington, under two certain agreements, the first of which is recorded on page 449 of Book 1 Records of Agreements of said Skamania County, and the other at page 226 Book "K" Record of Deeds of said Skamania County; and Whereas, in and by said agreements among other things said J.P. Porter & Co. acquired the standing and fallen timber upon said land and acquired certain rights of way for flumes and roads for logging purposes; and Whereas, in the respects hereinafter set forth the terms of said agreements are indefinite

and it is desired at this time to make them more certain:

Now, Therefore, in consideration of the premises and of one dollar paid by each to the other, receipt of which is hereby acknowledged, it is agreed between Johnson P. Porter, doing business as J. P. Porter & Co., and Frederick Luthy, as follows:

First: That so far as the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of said Section 10 is concerned, the right of said J. P. Porter & Co. to remove the timber therefrom and their rights in and to the timber thereon shall expire and terminate in any event at the end of twelve (12) years from and after July 16, 1906, and shall in any event terminate upon the cutting and removing of said timber therefrom, in the event that the same be done prior to the expiration of said twelve (12) years.

Second: That the rights of way granted said J. P. Porter & Co. for flumes and roads necessary for logging purposes are solely for the purpose of removing and cutting the timber from said N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of said Section 10 and for no other purpose and that such rights of way shall expire in any event at the end of twelve (12) years from said July 16, 1906, and prior to that time in the event that said timber on said N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of said Section 10 shall have been cut and removed therefrom.

Third: That all rights of said J. P. Porter & Co. of every nature in and to said N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of said Section 10 under said agreements shall utterly cease and determine at the expiration of said twelve (12) years from and after July 16, 1906, and prior to that time in the event that the timber on said land shall have been cut and removed therefrom.

In Witness Whereof, we have hereunto set our hands and seals this 20th day of May, 1908.

Executed in presence of

Geo. E. O'Brien
State of Washington }
County of Skamania } ss:

J. P. Porter and Co. (Seal)

By J. P. Porter (Seal)

This certifies, that on this 20th day of May 1908 before me, the undersigned, a Notary Public in and for said county and said state, residing at Stevenson, personally appeared the within named Johnson P. Porter, doing business as J. P. Porter & Co. and Frederick Luthy, to me known to be the identical persons described in and who executed the foregoing instrument and severally acknowledged to me that

they signed, sealed and executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(Notarial
Seal)

Geo. E. O'Bryon,
Notary Public for Washington residing
at Stevenson.

Filed for record by Geo. E. O'Bryon on May 22, 1908 at 9:30 A.M.

A. Fleischhauer

Co. Auditor

By E. Swisher — Deputy.

1.05

P. L. L. Mills to Thomas Carr Avery.

This Agreement, made this 27 day of May 1908, between P. L. L. Mills, of Stevenson Washington, party of the first part, and Thomas Carr Avery, of the same place, party of the second part, Witnesseth, that in consideration of the covenants and agreements on the part of the said party of the second part, herein contained, and other valuable considerations, subject to the conditions herein, the said party of the first part hereby covenants and agrees to grant and convey unto the said party of the second part, or to his heirs or assigns, the following described property, to-wit: One half of so much of the best mineral water obtained from the Stevenson Hot Springs, situate on the following described premises in Shumaker County Washington, viz, the North West Quarter (N.W. 1/4) of the North East Quarter (N.E. 1/4) of Section Twenty-seven (27) Township Three North of Range Seven (7) East of T.M., as will flow through a two inch pipe. Provided, that should there not be a sufficient supply of such water in said springs to fill a two inch pipe, then one half of the total amount of such mineral water the said springs will supply.

In consideration of the premises the said party of the second part agrees to secure, or have subscribed, before the first day of April 1909, a sufficient amount of capital to construct a two inch pipe line from the said springs to the town of Stevenson. In default thereof this