

J. L. Inman & Wife and E. C. Wilson & Wife

This agreement, made and entered into this 19th day of April A.D. 1899, by and between J. L. Inman and Wife, parties of the first part, of the County of Skamania and State of Washington and E. C. Wilson and Wife of the same County and State, party of the second part, this seal.

That we the parties of the first part, for and in consideration of the covenants hereinbelow entered into by the parties of the second part and the further consideration of One (\$1.00) to us in hand paid, by the said party of the second part the receipt of which we hereby acknowledge, do hereby agree to and with the said second party to build a Dam on Rock creek on or near the old Dam site, known as "Inman Dam Site" furnishing all labor required to build said Dam, said Dam to be 10 feet high (measuring from low water, said Dam to be built or started as soon as the water is low enough in said creek to admit of a

Dam being built and to be completed not later than July 1st, 1899 or as soon thereafter as the water will admit and we further agree to give E. C. Wilson and Wife and his heirs a right of way through the Mill ditch known as "Inman Mill ditch" to the mouth of said ditch and from thence over or through our land, along or near the route surveyed to the Columbia river, also a right to the water or "water right" we now possess or hold under the laws of the State of Washington to flume all Lumber or mill products of the Mill owned by the said Wilson, Gropper & Co., its heirs, through said Dam, Ditch and flume, also a right to take the water from the east side of said Dam at any time upon the fulfillment of this agreement or his covenants hereinbelow expressed, provided that the said second party by taking the water from the said East side of said Dam shall in no way interfere with the running of the said 1st parties Mill.

And the said party of the second part agree to and with the said first parties, in consideration of the above covenants or agreement, to furnish or deliver to the said Dam site all sawed material (sawed to the said first parties' order) that may be required to build said Dam as high as required, also to clean out the above mentioned Mill Ditch known as Inman Mill ditch and to construct or build a flume from the mouth of said ditch across the

lands owned or claimed by the said first parties over the route or near the route now surveyed to the Columbia river, said flume to be substantially built and if practicable to be built on piling, driven by hand from where the flume strikes the overflowed land to the said Columbia river.

It is understood by and between both parties to this agreement that each party owns an undivided one half interest in and to the aforesaid dam and flume upon the completion of the same ^{as long as this agreement holds viz 10 years} and at the expiration of the said 10 years to revert back to the parties of the 1st part unless otherwise agreed and have equal rights to the ditch and water rights and if at any time either one of the parties to this agreement wish to build or construct a wharf at the mouth of the said flume, the other parties to this agreement, if they so wish, shall bear equal expenses and shall be equal owners with the said parties who shall so construct said wharf and it is further understood and agreed by the both of said parties that neither party to this agreement can let or in any way dispose of his rights herein granted without the consent of the other party. It is further understood and agreed between the parties hereto that the agreement hereunto entered into by the parties shall extend and be binding for a term of ten (10) years from and after this date.

Signed in the presence of
and witnesses to the marks
of Iman & wife
E. L. Green
W. L. Gray

his
J. L. Iman
mark

her
Margaret Iman
mark

E. E. Wilson
Annie Wilson

State of Washington }
County of Skamania } ss.

On this 19th day of April, A.D. 1899, before me a Justice of the Peace, in and for Stevenson precinct, aforesaid County and State, personally appeared J. L. Iman and Margaret Iman his wife, E. E. Wilson and Annie Wilson his wife who are to me known to be the identical persons who signed the foregoing agreement and who acknowledged to me that they did so sign the same for the uses and purposes therein mentioned.

Witness my hand the day and date above written.

W. L. Gray
Justice of the Peace

Filed for record 25 April 1899 at 10.30 A.M.
J. W. Miller
C. Auditor