

his heirs and assigns until fully paid for; and the parties of the second part shall notify the Boom Company where said logs are rafting and also notify any and all Mill Companies or other companies or parties buying logs that the said John Modrow is the owner thereof and that all checks or payments made for said logs be made out as follows: The sum of \$2.50 per thousand feet for any and all of said logs sold shall be paid to John Modrow, Kalama Washington, and the balance to the parties of the second part of order.

Witness their hands in duplicate the day and year in this instrument first above written.

Executed in presence of

E.B. Scultz

Gust Blomdahl

State of Washington

John Modrow
D.P. Modrow
George Modrow
Albert Modrow

County of Cowlitz, ss. I, E.B. Schultz a Notary Public in and for the state of Washington do hereby certify that on this 17th day of March 1911 personally appeared before me John Modrow to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E.B. Schultz

Notary public in and for the state of Washington

(Notarial Seal)

residing at Kalama.

Filed for record by A.H. Imus on April 13th 1911 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Brock to Van Vorst et al

This agreement made and entered into this 26th day of January 1910 by and between Roy C. Brock, party of the first part, and M.J. Van Vorst and Wade H. Dean, parties of the second part Witnesseth: Whereas said parties of the second part with others have obtained an agreement from the Portland Railway Light and Power Company for the purchase of a tract of land containing from 2000 to 2732 acres more or less situated in Skamania County Washington on the Little White Salmon River and Lava Creek being all the land owned by said Portland Railway Light & Power Co. in the vicinity, and Whereas said second parties with their associates desire to use the larger part of the water flowing in said Little White Salmon River and Lava Creek for irrigation and other purposes but do not desire to purchase or hold the lands above mentioned, and Whereas said first party does desire to purchase to purchase said lands and does not desire to own or operate the irrigation project in which the waters of said river can probably be used to advantage;

Now Therefore in consideration of the premises and of the agreements of the first part hereinafter contained said second parties with their associates and as a consideration for the agreements of the first party hereinafter contained, have sold assigned transferred and set over unto said first party all of their rights under the agreement of the said Portland

Railway Light & Power Company as set out in their letter making proposal to the President of said company for the purchase of said lands and his acceptance thereof which proposal is dated January 24th and which acceptance is dated January 25th 1910 together with all of their rights in said real property and the whole thereof. And said first party in consideration of the premises and of said assignment above mentioned does hereby agree to and with the said second parties that he will as soon as he has obtained from said Portland Railway Light & Power Company or the owner of said real property, a binding contract for the purchase of said real property, which contract it is understood is to be obtained at the time full payment of \$35,000.00 is made, execute and deliver to said second parties a contract binding himself, his heirs and assigns to convey to said second parties a right of way for irrigating ditches, canals, bridges, trestles and flumes and other means of conveyance of the water from said Little White Salmon River and Lava Creek to such other point or points outside of the lands herein before mentioned as said second parties may desire to convey waters of the said river and creek to for irrigation and other purposes, and in said contract to give said second parties their heirs and assigns the right to use so much of the water so far as he can convey said right of said Little White Salmon River or Lava Creek which may be flowing therein in excess of twenty (20) cubic feet per second or so much of said 20 cubic feet as he may require for irrigating and other uses on the lands above mentioned, and in excess in addition thereto of so much of the waters of said Little White Salmon River or Lava Creek as the public or governmental authorities may require left in the channel of said Little White Salmon River and Lava Creek for governmental or public purposes. Said first party also agrees that said contract shall contain a provision that if he acquires any lands having riparian rights on said Little White Salmon River and Lava Creek than those to be acquired under the contract above mentioned that he will release and convey to said second parties their heirs and assigns his riparian rights acquired with such lands, excepting $1\frac{1}{2}$ cubic feet per second of time for each one hundred twenty acres of such lands and excepting the 20 cubic feet per second above mentioned and excepting the water to be used for governmental or public purposes above mentioned. The right of way above mentioned to be only so wide as is necessary for the proper construction of the irrigation canal, ditch, bridges and flumes and necessary banks of said canal and its banks and in addition thereto to allow room for a roadway ten (10) feet in width on one side of the canal the width to vary according to the amount of ground necessary for such canal, its banks and said roadway. Said contract also shall provide that said second parties their heirs and assigns may construct and maintain one underground conduit for a waste way through said lands, the same to be constructed at the expense of the second parties, their heirs or assigns and they to pay any actual damage which may be caused to the land in which the same may be built. Said contract shall also contain a provision that said second parties their heirs or assigns may use the canyons on said land for waste ways for the water from said irrigating canal where necessary. Said contract also to provide that said right of way for said irrigating canal shall be definitely located by June 1st 1911 and said underground conduit also to be located at the same time. Said contract also to provide that if said irrigating canal be not so far constructed as to be in condition to carry the waters of said Little White Salmon River and Lava Creek as above provided across said lands on the line of the rights of way as located within five (5) years from the date hereof that all rights of way provided for in said contract and all rights to the use of said waters will be and become at once null and void.

and all rights granted or intended to be granted or conveyed by said contract to revert to and at once become the property of said party of first part, his heirs and assigns and he or they may to have an immediate right of reentry to take possession of the same and the whole thereof. Said contract also to provide that said second parties their heirs or assigns shall, if they construct said irrigating canal across said lands, construct such crossings over said canal and water ways as may be necessary to give said first party his heirs and assigns reasonable access on foot or by wagon from one part of said land to the other. Said contract also to provide that said second parties their heirs or assigns shall have a right to enter on said premises so far as may be necessary for the construction of the irrigating canal and any bridges, trestles or flumes or other works necessary in its construction; they to recompense said first party for any damage which they may do to the lands or other property of the first part except as on a right of way for the canal. Said contract also to contain a provision that as soon as said first party has obtained title to said real property that he will make a deed conveying the said second parties their heirs or assigns the right of way and water rights above mentioned. Said deed to contain the same conditions as said contract however, as to reversion and reentry upon failure of said second parties, their heirs or assigns to construct said irrigating canal within the time above limited. Said contract also to contain a provision that said second parties their heirs or assigns may use the waters for any other practical purposes to which the same may be put. Said contract also to contain a provision that it does not bind said first party to provide the second parties their heirs or assigns a right or rights of entry upon any of said lands in excess of the rights which said first party shall have under said contract from the Portland Railway Light & Power Co. or the owner of said land and that no claim shall be made against said first party of these second parties or any one claiming under them on account of the inability of said first party to grant them any greater rights in the property than he has therein. Said first party agrees that he or his assigns will not purchase said land, or any part thereof, from said Portland Railway Light and Power Co. or the owner of said land, other than under the contract first hereinbefore mentioned. In consideration of said assignment by said second parties above mentioned and in addition to the agreements hereinabove set forth on the part of the first part to be kept and performed, said first party does hereby agree at the execution and delivery of this contract said second parties and the assignment of said contract for the purchase of said lands as evidenced by letter and acceptance hereinabove mentioned by all of the parties having interest therein, agrees to pay to said second parties said sum of \$5000.00 and the execution and delivery of this contract by said second parties to the first party evidences the payment thereof. All agreements herein contained to be binding on the heirs and assigns of the respective parties hereto.

In Testimony Whereof said parties have to this and to another instrument of like tenor and date set their hands and seals this the day and year first above written.

Rpy C. Brock (Seal)
M. J. VanVorst (Seal)
Wade H. Dean (Seal)

Portland, Oregon, January 26, 1910

To the Portland Railway Light & Power Company and to L. S. Josselyn, its President:
The undersigned has this day assigned to parties represented by Mr. J. H. Middleton of this city all interest in and to the contract for the purchase of lands in Skamania county Washington, evidenced by letter by myself to you under date of January 24th 1910 and

acceptance of proposition therein contained signed by you on January 25th 1910, and in due course of time you will hear from Mr. Middleton or his principals.

R.A. Wade

Portland, Oregon January 26th 1910

We, the undersigned being all of the parties in any way interested as purchasers or grantees in the contract for purchase of lands in Skamania County Washington, evidenced by letter to B.S. Josselyn dated January 24th 1910 signed by R.A. Wade and acceptance of the proposition contained therein dated January 25th 1910 assigned by B.S. Josselyn, President, in consideration of five thousand (\$5000) dollars and other valuable consideration to us moving from Roy C. Brock have sold, assigned and transferred and set over unto the said Roy C. Brock all of our right title and interest of, in and to said real property and the whole thereof, and of, in and to said contract for the purchase thereof.

Witness our hands and seals this 26th day of January 1910

R.A. Wade (Seal)
M.J. VanVorst (Seal)
Wade H. Dean (Seal)
Robert J. Upton (Seal)
E.S. McAllister (Seal)

Filed for record by R.C. Sly on May 30th 1911 at 1.15 P.M.

A. Fleischer

Co. Auditor

2.534

Cooks Investment Co. to Graves.

This agreement made and entered into this twentieth day of October 1910 between Cooks Investment Co. a Washington corporation with principal place of business at Cooks Washington party of the first part, and George Graves of the same place, party of the second part, Witnesseth That the said party of the first part for and in consideration of the covenants and agreements on the part of the second part hereinafter contained, agrees to sell and convey unto said party of the second part and said party of the second part agrees to buy that certain lot or parcel of land known as Lot three (3) and the west half of Lot four (4) Block six (6) of the original townsite of Cooks, Skamania County State of Washington, same having a frontage on first street of 37½ feet; also house and improvements now occupied by the said party of the second part for the sum of seven hundred two 97/100 (\$702.97) dollars, lawful money of the United States and said party of the second part in consideration of the premises agrees to pay to said first party the sum of seven hundred two 97/100 dollars at the times and in the amounts as follows; to-wit:

\$175 on or before October 20, 1911 \$175.00 on or before October 20th 1912, \$175.00 on or before October 20th 1913 and the balance of \$177.97 on or before Oct. 20th 1914, said payments to bear ten percent interest, payable semi-annually. It is also agreed and understood that payments of fifty (\$50.00) dollars or over may be paid at any time on said payments.

And the said party of the second part agrees to pay all taxes or assessments of whatsoever nature which are or may hereafter become due on the premises above described. Also agrees to insure and keep insured said building to the amount of one thousand dollars, payable to the said party of the first part. In the event of a failure to comply with the terms hereof by