

In witness whereof we hereunto set our hands and seals the day and year above written.

Witnesses:

N.A. Stogsdill
E.C. Hamilton.

E.C. Hove

P.S.C. Wills

Filed for record by Chas. H. Nellor on July 17, 1914 at 3:45 P.M.

H. Swisher
Co. Auditor.

MILLER TO SKAMANIA COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That Henry Miller and Lillie Miller, husband and wife parties of the first part, and SKAMANIA COUNTY, WASHINGTON, party of the second part, WITNESSETH: That in consideration of the sum of Twenty-five (\$25.00) Dollars paid by the second party to the first parties, the receipt whereof is hereby acknowledged, the parties of the first part do hereby grant and let to the second party the right and privilege of using a temporary road over their premises as a highway in place of the highway running over their premises which is now obstructed by the construction and operation of the Washington-Northern Railway Company; the use hereby granted is a temporary use and is not to become a permanent highway and no rights are to be gained by any adverse usage; the use of this road is given for the reason that the present road is obstructed and not fit for travel by reason of the construction and operation of the Washington-Northern Railway Company now operating over the premises under a lease from the parties of the first part, and it is mutually agreed and understood that whenever the railroad ceases to operate under its lease from the parties of the first part, or the lease is terminated for any reason, and the rights which the railroad company now hold under said lease are terminated or abandoned, then the use hereby granted is to terminate and cease, and all rights whereunder to terminate and cease, and the land occupied by its temporary use to revert to the parties of the first part.

The temporary road mentioned is the road now used for temporary purposes and described as follows:

Commencing at Station 31+09.8 of the original survey of the county road known as Relocation of Logging Road Branch, as said survey is recorded in Vol. I at page 19, Plats of Highways Records of Skamania County, Washington, in the office of the County Engineer; thence extending to a point S.64°E. 72 feet from Station 33+89 of said road, thence extending to a point S.64°E. 67 feet from Station 34+69.8; thence to an intersection of said road at Station 35+95.8, the entire width of right of way being forty feet, and being twenty feet on each side of the center line of temporary road as above indicated, and no rights are granted for use of any other locality or any other portion of the premises owned by the parties of the first part.

In Witness whereof we have hereunto set our hands in duplicate this 3d day of August A.D. 1914.

Henry Miller
Lillie Miller

State of Washington,) ss.
County of Skamania.

I, E.H. Prindle, a Notary Public in and for the State of Washington,

do hereby certify that on this 3d day of August, A.D. 1914, personally appeared before me Henry Miller and Lillie Miller, husband and wife, to me known to be the individuals described in said instrument who executed the foregoing instrument and acknowledged the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 3d day of August, 1914.

E.H.Prindle

(Notarial Seal)
Commission expires Jan. 6, 1918.

Notary Public in and for the
State of Washington, Residing at Prindle, Wash.

Filed for record by H. Swisher on August 21, 1914 at 10:30 A.M.

H. Swisher
Co. Auditor.

KILGORE TO KEMP, TOMPKINS & SAMUELS

THIS AGREEMENT, made and entered into on this 4th day of May, A.D. 1914, by and between W.A. Kemp, R.O. Tompkins and E.O. Samuels, parties of the first part, and Walter S. Kilgore and Augusta Kilgore, his wife, parties of the second part, WITNESSETH:

That upon the considerations, agreements, stipulations and reservations hereinafter mentioned, the second parties agree to sell and convey to the first parties, and the first parties agree to purchase from the second parties all of the sound fir timber that will scale 12 inches or more in diameter at the small end of any 16 foot log that can be cut therefrom, now being upon the following described real estate, owned by second parties, and situated in the County of Skamania, State of Washington, to-wit: Lots 1 and 2 and the West half of the Northeast quarter of Section 17, in Township 2 North, of Range 7 East, of Willamette Meridian, containing 154.87 acres, more or less, according to the Government survey thereof.

The first parties agree to log said timber and to manufacture and remove the same from said land, within three years from the date of these presents, and to pay for the same when removed from said land, in accordance with the stipulations and reservations herein contained, and agree to log the said timber clean in the course of such logging operations. The first parties also agree to manufacture upon said land, at the saw-mill now thereon, all of the timber logged by them therefrom, and to pay for said timber and manufactured products thereof, when the same is removed from said land, the sum of \$1.75 per thousand feet and the sum of \$1.50 per thousand feet or all in excess of 3,000,000 feet for the first 3,000,000 feet of manufactured lumber and railroad ties cut and removed from said land, provided that 25 cents per thousand feet so paid to second parties for said first 3,000,000 feet of said timber shall be held by said second parties as security for full payment of said timber and shall be credited by them to first parties upon final payment and settlement hereunder in the event that first parties perform in all respects their agreements herein stipulated. The first parties further agree to pay to the second parties twenty-five (25) per cent. of the net proceeds received by them for all slabs and slabwood, cut from said timber and removed from said land and sold by them.

The first parties agree to render upon the first of each month unto each of said