

GRENIA TO J.K. LUMBER COMPANY.

THIS AGREEMENT, made this 3rd day of April, 1915, between J.P. Grenia, party of the first part, and the J.K. Lumber Company, party of the second part, WITNESSETH:

WHEREAS, the party of the first part and Ella G. Grenia, his wife, did on the 4th day of August, 1913, enter into an agreement, with the Hamilton Creek Timber Company, by the terms of which among other things, they granted to said Hamilton Creek Timber Company, the right to use a certain water,

And WHEREAS, the said Hamilton Creek Timber Company has defaulted in the performance of said contract, and still owes one Thousand Dollars (\$1,000.00) thereon, and the J.K. Lumber Company, has taken possession of said property and needs to use the said water during the prosecution of its logging operations,

NOT THEREFORE, it is hereby AGREED between the parties hereto as follows:

Said party of the first part does hereby grant to the party of the second part the right and privilege to take from what is commonly known as "School House Creek" on section Nineteen (19) Township two (2) North, Range seven (7) East of Willamette Meridian, in Skamania County, Washington, water for drinking and domestic purposes and for fire protection, and for any other use desired by the party of the second part in connection with its logging operations. This grant of said water right is without limit as to the amount of water to be used by the party of the second part, but the party of the first part reserves the right to use any surplus of said water not required by the party of the second part; and in consideration of the grant of said right and privilege by the party of the first part, the party of the second part agrees to pay to the party of the first part for the use of said water, the sum of One Hundred Twenty five Dollars, (\$125.00) payable on the first day of April in each year, in advance, until the full sum of One Thousand Dollars (\$1,000.00) has been paid, the said One Thousand Dollars (\$1,000.00) being in full payment for the right to use said water during said period of ten years from August 4th, 1913.

It is further understood that if at any time the party of the second part loses the right to carry on said logging operations, this contract shall become null and void as to future payments, but the party of the first part shall have the right to retain all payments previously made.

It is further understood that when the question of the right of the party of the second part to continue said logging operations is finally settled by a decision of the suit now pending, and if the decision is in favor of the party of the second part, then the balance of said One Thousand Dollars (\$1,000.00) shall become immediately due and payable, and that when the balance of said One Thousand Dollars (\$1,000.00) shall be in full for the right of the party of the second part to use said water for the period of ten years from the 4th day of August, 1913.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal, and the party of the second part has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be hereunto

attached.

In Presence of us as witnesses:

E.C. Bayley. (Seal of J.K. Lumber Company)

J.P. Grenia, (Seal)

J.K. Lumber Company.

Attest: Wm.S. Nash. Secretary.

By: Fred A. Kribs. President.

State of Washington, }
County of Skamania, } ss

I, R.M. Wright, a Notary Public, in and for said County and State do hereby certify that on this 6th day of April, 1915, personally appeared before me J.P. Grenia, a widower, 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.

Given under my hand and official seal this 6th day of April, 1915.

(Notarial Seal)

R.M. Wright.

Commission expires May 9, 1916.

Notary Public for the State of Washington, residing at Stevenson.

State of Oregon, }
County of Multnomah, } ss

I, E.C. Bayley, a Notary Public in and for said County and State do hereby certify that on this 14th day of April, 1915, personally appeared before me, F.A. Kribs, President J.K. Lumber Company 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.

Given under my hand and official seal this 14th, day of April, 1915.

(Notarial Seal)

E.C. Bayley.

Notary Public for Oregon.

Filed for record by J.P. Grenia, on April 24, 1915, at 1:15 P.M.

Chas. M. Wells
County Auditor.

BEANETT TO FROESCHLE.

Portland, Oregon. May 5, 1915

For and in consideration of the sum of One (\$1.00) Dollar, to me in hand paid by Mary Froeschle, I do hereby agree to extend for three (3) years from February 27, 1916, the time of payment in that certain Bond for Deed executed by and between Froeschle Bros. and myself and recorded in Book of Deeds "N", on page 97 of the Deed records of Skamania County, Washington.

Witnesses:

his
Bartholomew X Bennett.
mark.

W.A. Shaw.

T.H. Ward.

STATE OF OREGON, }
COUNTY OF MULTNOMAH, } ss

This is to certify that on this 5th day of May, 1915, before