

CASCADE LAND AND INVESTMENT COMPANY to PULLIAM AND RICE.

THIS AGREEMENT, made and entered into this 16th day of October, in the year nineteen Hundred and Seventeen, A.D., by and between the Cascade Land and Investment Company, a Washington Corporation, Party of the first Part, and with W.L. Pulliam and J.N. Rice, partners under the title of Pulliam & Rice, and as such partners operating under the name of the SKAMANIA LOGGING AND MILLING COMPANY, at Rands station, Skamania County, Washington, Party of the Second part; WITNESSETH: That the party of the first part has this day agreed to sell and does hereby sell to the party of the Second Part all merchantable timber upon land owned by the Cascade Land and Investment Company in Skamania County, Washington, situated principally upon the Ritz and Chenoweth Donation Land Claims, the merchantable timber that can be advantageously handled either at the present mill location or at such other location as the Party of the Second Part may select at the agreed price of one dollar fifty cents (\$1.50) per thousand feet, log scale at mill, and the party of the Second part agrees to buy and does buy such timber at the agreed price and pay for said timber at the agreed price of \$1.50 per thousand feet. The conditions of the foregoing sale are as follows: TO SAWIT: The party of the Second part are to commence operating under the contract as soon as the timber tributary to the logging way and machinery now set up and in operation, is cut off which will be probably within two months from date, and to cut said timber from the east side of the property and clean up generally as they go, the intentions being that the timber upon said property shall not be culled. The said timber is to be scaled at the Mill by E.M. Rands, who has been agreed upon by the said parties hereto mentioned, and each of the parties shall pay one-half of his wages, under the following specifications: Logs to be scaled mill length from twelve (12) to forty (40) feet; anything over forty (40) feet to be scaled in the middle. Payments are to be made on or before the fifteenth (15th) day of each month for said timber, for all timber cut during the previous month; settlement to be made with E.P. Ash, at the Bank of Stevenson, in Stevenson, Washington, who has full charge of said property.

The term of this contract is for three years from January 1st, 1918, after which time said contract shall expire without notice, by its own limitation. It is provided that the timber is to be cut under this contract in the first place at the mill now situated on the Bush D.L.C., in Skamania County, Washington, and for the use of which mill site and right of way across said Bush Claim and the lots connected therewith, same being generally entitled the Bush Claim, the party of the Second part agrees to pay all taxes that may accrue upon said Bush Claim. Any failure to pay said taxes as agreed shall operate as cause for cancellation of contract. In case Party of the Second Part wishes to move said mill and locate same upon other property owned by the Party of the First part, other than that where mill is now located, they shall have that right, and shall have the site for such mill and right of way thereto across any of the land now owned by party of the first part, north of highway Number Eight (#8). In case party of the first part sells or disposes of all or any part of said property the right of way to cross said property shall be preserved to party of the Second part, and Party of the Second part agrees that any purchaser may use their property or any part thereof, subject to their right to cut the timber and operate their logging business.

business across said land. IN WITNESS WHEREOF the Parties hereto mentioned have hereunto affixed their hands and seals this 16th day of October, in the year Nineteen Hundred Seventeen A.D.

CASCADE LAND AND INVESTMENT COMPANY.

(Seal of said Cascade
(Land and Investment Co.)

By. Pat. McCoy. President.

Attest:

Geo. H. Stevenson. Secretary.

Witnessed by.

J. H. Ballinger.

PULLIAM and RICE.

By. W. I. Pulliam.

J. N. Rice.

State of Washington, :
: SS.
County of King.

On this 16th day of October, 1917, before me personally appeared, Pat McCoy and Geo. H. Stevenson to me known to be the President and Secretary of the corporation that executed the within and foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

J. H. Ballinger, Notary Public in and for the State of Washington
residing at Seattle. Notarial Seal.

STATE OF WASHINGTON
COUNTY OF SKAGWANIA SS.

THIS CERTIFIES that on this 23rd day of October, 1917, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. I. Pulliam and J. N. Rice, partners, under the title of PULLIAM AND RICE, who signed the foregoing agreement as parties of the second part thereto and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF I have hereunto affixed my hand and official seal, this 23rd day of October, 1917.

E. E. Shields, Notary Public in and for the
Notarial Seal, State of Washington residing at Stevenson.

Filed for record Feb. 25th, 1918 by J. N. Rice.

Chas. H. Wells
County Auditor.