

SKAMANIA LOGGING & MILLING CO. to F. DEWAYNE, Sprague & Henry A. Sprague.

WHEREAS, the SKAMANIA LOGGING AND MILLING COMPANY is a partnership of which W.L. Pulliam and J.N. Rice are the only partners; and

WHEREAS, the said partnership purchased certain timber from the Cascade Land & Investment Company on October 16, 1917 and

WHEREAS, the said Skamania Logging and Milling Company wish to sell seven million feet of this timber so purchased to F. DeWayne Sprague and Henry A. Sprague of Portland, Oregon; and

Whereas, the said F. DeWayne Sprague and Henry A. Sprague wish to purchase seven million feet of said timber; and

WHEREAS, the said Skamania Logging and Milling Company represents that there are approximately seven million feet of timber upon the property hereinafter described which has been selected by them;

NOW THEREFORE, WE, the Skamania Logging & Milling Company, parties of the first part, in consideration of the agreements hereinafter made by the parties of the second part, hereby sell and convey to F. DeWayne ^{Sprague} and Henry A. Sprague, parties of the second part, all of our right, title and interest in and to the timber situated upon the West Half of the Ritz and Chenoweth Donation Land Claims in the County of Skamania, State of Washington, there being in all approximately seven million feet of said timber; the parties hereto to go upon the land to run the lines and to estimate the exact boundaries of the same; and the parties of the first part further agree that should there not be seven million feet of merchantable timber upon the tract of land herein described and later to be marked out by them, in said event they will provide another tract of timber close by and adjoining from which the parties of the second part may remove enough timber to make up the seven million feet; provided, that in case the parties of the first part are required to furnish this additional tract, the parties of the second part agree to take all of the merchantable timber upon the said additional tract.

It is further mutually understood and agreed between the parties hereto that in case the parties of the second part wish this additional timber, they shall notify the parties of the first part by September, 1918; that immediately upon receipt of said notice, the parties of the first part will cruise the same, and upon the parties of the ~~second~~ ^{first} part ^{furnishing to the parties of the second} the said cruise, the parties of the second part agree to pay for said additional timber at the same rate allowed for the other timber herein, and upon the following terms, to-wit: one-third is cash and the remainder in the form of a note for one year with interest at _____ per cent per annum. It is mutually understood and agreed that this said additional tract is contained in the following described property: The West half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of section 15, township 2 North, range 7 East, in Skamania County, Washington.

The parties of the first part sell the said timber upon the following condition That the said parties of the second part shall remove the said timber from the within described premises before January 1, 1921, provided that the time is not extended by the said parties of the first part in the manner hereinafter set forth.

The parties of the first part further covenant and agree that they will keep all of the covenants and agreements in that certain instrument made by them with the Cascade Land & Investment Company for the purchase of the above described timber, a copy of which said agreement is attached hereto, referred to as "Exhibit A" and made a part hereof. It is mutually understood and agreed that the terms of this agreement are not in any way to conflict with the terms of the said Exhibit A, and it is further expressly understood between the parties hereto that the Cascade Land & Investment Company are to expressly consent to this agreement..... before the same shall be executed by the parties of the first part and the parties of the second part.

In consideration of the above agreements to be performed by the parties of the first part, the parties of the second part agree to pay for the said timber in the following manner, to-wit:

Thirty-five Hundred (\$3500.00) Dollars upon the signing of this agreement, Twenty-five hundred (\$2500.00) Dollars of which is to be in cash and One Thousand (\$1000.00) to be in a note dated July 1, 1918; and Thirty-five Hundred Dollars to be an advancement upon the purchase price of the said timber herein before referred to and to be applied in the following manner; that is, at the rate of fifty (50) cents on each thousand feet of the said timber cut by the said parties of the second part until the seven million feet of said timber has been cut by the parties of the second part herein. Until the said seven million feet has been cut, the further payments for the said seven million feet of timber are to be paid for by the parties of the second part at the rate of One and 50/100 (\$1.50) Dollars per thousand, in the manner hereinafter provided. After the first seven million feet of timber have been cut by the parties of the second part and in case they continue, they shall pay for subsequent timber cut at the rate of Two (\$2.00) Dollars per thousand, in the manner hereinafter provided.

Payments for the said timber cut in accordance with the terms of this agreement are to be made on or before the 15th day of each month for all timber cut during the previous month; said payments to be made by the parties of the second part to E.P. Ash of the Cascades Land & Improvement Company at Stevenson, Washington, and the said parties of the first part hereby authorize the said E.P. Ash to receive the said payments for them, the said parties of the first part, and to receipt for the same.

The parties of the second part further agree to cut all of the merchantable timber upon the tracts herein described and to clean up generally as they go, the intention being that the timber upon the said property shall not be culled.

It is further mutually understood and agreed between the parties hereto that the by party or parties satisfactory to part, of the second part Cascade Land and Investment Co., the timber referred to herein is to be scaled mill length from 12 to 40 feet, anything over 40 feet to be scaled in the middle. That upon the scale being made, a copy of the same shall be provided by the parties of the second part to the parties of the first part and to E.P. Ash agent of the Cascade Land & Investment Company; and it is understood that the costs of said scaling is to be borne equally by the parties of the first part and the Cascades Land & Investment Company.

It is further mutually understood and agreed between the parties hereto that there are suitable rights of way to the spur, making this timber accessible and that there will not have to be any payments made by the parties of the second part for the privilege of said rights of way.

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It is further mutually understood and agreed between the parties heretp that all beuildings machinery and equipment placed upon said property by the said parties of the second part shall remain the property of the said parties of the second part, and that at the termination of his agreement, all of said buildings, machinery and equipment may be removed from the said premises and that the said parties of the second part may have ninety (90) days time after the said termination without further expense to them to remove the same.

It is further mutually understood and agreed that in case the parties of the first part shall for any reason fail to pay any of the amounts due upon the said contract marked "Exhibit A", or to pay any of the charges against the said property which are chargeable to them when the same become due and before they become delinquent, in said event the parties of the second part may have the option of paying any of the said monies, taxes, assessments, liens or charges so delinquent and to retain the said payments out of the monies due the parties of the first part upon this said agreement as hereinbefore provided.

It is further mutually understood and agreed between the parties hereto that there are no incumbrances, liens or charges against the within described timber that can in any way interfere with the interests of said parties of the second part under this said agreement.

It is further mutually understood and agreed between the parties hereto that in case the parties of the second part do not start work upon the said premises within one year from the date of this agreement, that in said event all rights, title and interest in and to the said property of the parties of the first part shall be forfeited and cancelled.

It is further mutually understood and agreed that at the end of three (3) years from January, 1, 1918, all right, title and interest of the parties of the second part under this agreement shall be cancelled, unless the time shall be extended by the mutual agreement of the parties hereto and with the consent of the Cascade Land & Investment Company.

It is further mutually agreed that the Thirty-five hundred Dollars paid at the time of the signing of this agreement by the parties of the second part to the parties of the first part, as hereinbefore provided, or the portion if the same which has not been applied upon the timber cut at the rate of fifty cents per thousand, as hereinbefore provided shall be liquidated damages to the parties of the first part in case the parties of the second part should fail to carry out the terms of this agreement, and that the said money so paid shall be full and complete satisfaction of any and all damages which the said parties of the first part might claim against the parties of the second part for any failure on the part of the parties of the second part to carry out any of the terms of this said agreement.

It is further mutually understood and agreed that the title to the timber herein passes to the parties of the second part upon the signing of this agreement, subject to the conditions herein.

And it is further understood and agreed that upon the termination of this agreement title to the standing timber upon the within described premises shall revert to the parties of the first part.

It is further mutually understood and agreed between the parties hereto that the parties of the second part may locate their mill at such place on the said premises as they may select.

The parties of the first part further represent that there are no judgements against them, W.L. Pulliam and J.N. Rice, in the State of Washington, and that there are no incumbrances or liens of any kind against the property of the second part. It is further mutually understood and agreed between the parties hereto that the parties of the second part

may assign all or any portion of their interests in the property covered by this agreement.

It is further mutually understood and agreed that wherever the words "parties" of the first part are used in this agreement, they shall be held to include heirs, administrators, successors and assigns.

It is mutually understood and agreed that wherever the words "parties of the second part" are used in this agreement, they shall be held to include heirs, administrators, executors and assigns.

It is further mutually understood and agreed that in case the parties of the first part should secure an extension of time from the Cascade Land & Investment Company upon the contract, a copy of which is attached hereto and marked "Exhibit A", in said event any extension so granted to the parties of the second part in this said agreement upon their requesting the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 5th day of March, 1918.

SKAMANIA LOGGING & MILLING COMPANY.

By. W.L. Pulliam.

By J.N. Rice.

Signed, Sealed and Delivered In the Presence of.

Chas. H. Neller

L.M. Neller.

CASCADES LAND AND INVESTMENT COMPANY.

By. Pat McCoy.

Geo. H. Stevenson.... Secretary.

SEAL OF THE
CASCADES LAND
AND INVESTMENT
COMPANY)

WITNESSES:

Eugene Brorings.

Camilla Simonsen.

F. DeWayne Sprague.

Henry A. Sprague,

STATE OF WASHINGTON
SS.
COUNTY OF SKAMANIA.

THIS CERTIFIES, that on this 5th day of Mar. 1918, before me the undersigned, Notary Public in and for the within county and State, personally appeared the within W.L. Pulliam and J.N. Rice, partners in the SKAMANIA LOGGING & MILLING COMPANY, a partnership, who are personally known to me to be the identical persons named in and who executed the within instrument and acknowledged that they executed the same freely and voluntarily for the uses and purposes thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

(Auditor's Seal.)

Chas. H. Neller. Auditor of Skamania County, Washington,
residing at Stevenson, therein.

STATE OF OREGON
SS.
COUNTY OF MULTNOMAH.

THIS CERTIFIES, that on this 28 day of March, 1918, before me the undersigned, Notary Public in and for the within County and State, personally appeared F. DeWayne Sprague, and Henry A. Sprague, who are personally known to me to be the identical persons named in and who executed the same freely and voluntarily for the uses and purposes thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

Notarial Seal.

Roger Brookings.
Notary Public for Oregon, My commission expires
July, 25, 1921.

STATE OF WASHINGTON)
COUNTY OF KING.)

THIS CERTIFIES, that on this 8th day of Mar, 1918, before me the undersigned, Notary Public in and for the within County and State, personally appeared Pat McCoy and Geo. H. Stevenson Sec'y of the Cascade Land & Investment Company, who is personally known to me to be the identical person named in and who executed the within instrument and acknowledged that he executed the same freely and voluntarily for the uses and purposes thereof, on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

E. M. Booth Notary Public in and for the State of
Washington,
Notarial Seal.

"EXHIBIT A"

THIS AGREEMENT made and entered into this 16th day of October, in the year Nineteen Hundred and Seventeen, 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 and Rice, and as such partners operating under the name of THE SKAMANIA LOGGING AND MILLING COMPANY, at Ran B 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 party all merchantable timber upon the 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 at the present mill location or at such other location as the can be advantageously handled either 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/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-WIT: 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 easterly side of the property and clean up generally as they go, the intentions being that the timber upon the said property shall not be culled.

The said timber is to be scaled at the mill by E. M. Bands, who has agreed upon the 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 saw timber, for all timber cut during the previous month; settlement to be made with E. B. 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 L.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 the 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 situated, 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 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.

(CASCADE LAND AND INVESTMENT

By: Pat McCoy, President.

COMPANY CORPORATE SEAL)

Attest: Geo. H. Stevenson, Secretary.

Witnessed by J. H. Ballinger

PULLIAM AND RICE.

By: W. L. Pulliam

J. N. Rice.

STATE OF WASHINGTON
COUNTY OF KING.

On this 16th day of October, 1917, personally appeared Pat McCoy and Geo. H. Stevenson to me known to be the President and Secretary of the corporation that executed the within instrument, and acknowledged the 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 the 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 SKAMANIA

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. L. 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.

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

Filed for record April 2, 1928, by Sprague Land Co., Portland, Ore.

Chas. H. Nelson
County Auditor.

JOSEPH PAQUET to MARTIN ENQUIST/
ASSIGNMENT AND BILL OF SALE.

KNOW ALL MEN BY THESE PRESENTS; That Joseph Paquet, who is the owner of a one-half interest in a Fish Wheel known as the Castle Rock Wheel, and of a one-half interest in the leasehold interest in that certain lease made between W. J. Hamilton and S. S. Hamilton, his wife, Lessors, and Joseph Paquet and Sylvester Farrell, Lessees, dated the 16th day of September, 1899, and which lease extends until the 16th day of September, 1919, and which lease is recorded in the records of Skamania County, Washington, on the 15th day of August, 1900, in Book 1 of Leases and Agreements, page 177, and which lease has been extended by William Kee and Mary Kee, who succeeded to the title of W. J. Hamilton and S. S. Hamilton, said extension being for the term of ten years, and which extension has not been placed of record, and the said Joseph Paquet hereby agrees to have said extension acknowledged and recorded, and does hereby, in consideration of One Dollar and other valuable considerations to him paid, sell and transfer all his right, title and interest in and to said Fish Wheel, and in and to said Lease and the extension thereof to Martin Enquist. The said Martin Enquist as a part of the consideration is to perform the terms and conditions of said lease for the one-half interest so sold him by said Joseph Paquet.

The said Joseph Paquet, for the same consideration, does further sell, assign and transfer unto Martin Enquist, Assignment and Bill of Sale--1. that certain Lease Agreement executed by S. B. Ives to Joseph Paquet, dated September 30th, 1915, being a lease running until September 30th, 1920 of Lot No. Seven (7), Section Thirty (30) in Township Two (2) North, Range Seven (7) East of Willamette Meridian, containing fifty-four (54) acres, said lease being recorded in the records of Skamania County, State of Washington, on the 30th day of September, 1915, in Book 2 of Leases, page 347.

The said Joseph Paquet for the same consideration further sells and assigns and transfers unto Martin Enquist all the tools and personal property connected with the Fish Wheel or used in or about the Fish Wheel upon the property described here in, and also used on or about the Fish Wheel upon the property also this day transferred by Joseph Paquet and Mary Paquet to Martin Enquist.

IN WITNESS WHEREOF, the said Joseph Paquet does hereunto set his hand and seal this 21st day of September, A. D. 1918.

WITNESSES