

JOHN A. BAILEY TO GUS BARKS

THIS AGREEMENT, MADE AND ENTERED INTO AT PORTLAND, MULTNOMAH COUNTY, OREGON THIS 11TH DAY OF DECEMBER A.D. 1920, BY AND BETWEEN JOHN A. BAILEY, HEREIN-AFTER KNOWN AS THE PARTY OF THE FIRST PART, AND GUS BARKS, HEREINAFTER KNOWN AS THE PARTY OF THE SECOND PART, WITNESSETH:

93-8
THAT WHEREAS THE PARTY OF THE FIRST PART IS THE OWNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 1 TOWNSHIP 1 NORTH OF RANGE FIVE EAST OF THE WILLAMETTE MERIDIAN SITUATED IN CLATSOP COUNTY, WASHINGTON, AND IS DESIROUS OF SELLING THE TIMBER THEREON TO THE PARTY OF THE SECOND PART HEREIN AND OF ALLOWING THE PARTY OF THE SECOND PART HEREIN THE PRIVILEGE OF THE RIGHT OF WAY FOR A FLUME ACROSS SAID PROPERTY AND OF PURCHASING SAID PROPERTY WHENEVER THE TIMBER HAS BEEN CUT FROM THE SAME.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HEREIN THAT THE PARTY OF THE FIRST PART DOES HEREBY SELL UNTO THE PARTY OF THE SECOND PART AND THE PARTY OF THE SECOND PART DOES HEREBY PURCHASE FROM THE PARTY OF THE FIRST PART ALL MERCHANTABLE TIMBER WHICH WILL MAKE CORD WOOD AND SAID PARTY OF THE SECOND PART DOES HEREBY AGREE TO PAY 75¢ PER CORD FOR SAID WOOD TO THE PARTY OF THE FIRST PART HEREIN.

IT IS ALSO AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE PARTY OF THE FIRST PART DOES HEREBY GIVE UNTO THE PARTY OF THE SECOND PART THE RIGHT AND OPTION OF PURCHASING SAID PROPERTY AT THE PRICE OF \$5.00 PER ACRE WHENEVER THE TIMBER SHALL HAVE BEEN CUT FROM SAID PROPERTY AND THE PARTY OF THE FIRST PART DOES HEREBY GRANT FOR THE CONSIDERATION HEREIN MENTIONED TO THE PARTY OF THE SECOND PART THE RIGHT AND PRIVILEGE TO MAINTAIN A FLUME ACROSS SAID ABOVE MENTIONED PREMISES FOR THE PURPOSE OF FLUMING WOOD TO A SIDING OR RAILROAD TRACK.

WITNESS OUR HANDS AND SIGNATURES THIS 11TH DAY OF DECEMBER A.D. 1920

WITNESS:

A. C. ALLEN

JOHN A. BAILEY

GUS BARKS

STATE OF WASHINGTON,)
COUNTY OF WALLA WALLA.)

BE IT REMEMBERED, THAT ON THIS 11TH DAY OF DECEMBER A.D. 1920, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED JOHN A. BAILEY WHO IS KNOWN TO ME TO BE THE IDENTICAL PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

E. E. WRIGHT
NOTARY PUBLIC FOR WASHINGTON.

STATE OF OREGON,)
COUNTY OF MULTNOMAH.)

BE IT REMEMBERED, THAT ON THIS 9TH DAY OF DECEMBER A.D. 1920, BEFORE ME

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED GUS BARKS WHO IS KNOWN TO ME TO BE THE IDENTICAL PERSON DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FREELY AND VOLUNTARILY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

ALTON C. ALLEN
NOTARY PUBLIC FOR OREGON.

MY COMMISSION EXPIRES MAY 1, 1931

FILED FOR RECORD MARCH 10, 1921, AT 9 A.M. BY GUS BARKS.

Eddy Mitchell
COUNTY AUDITOR.

ANDREW R. PORTER TO JOHN T. MOORE

THIS AGREEMENT ENTERED INTO BY AND BETWEEN ANDREW R. PORTER AND JOHN T. MOORE, WITNESSETH:

THAT THE SAID ANDREW R. PORTER, IN CONSIDERATION ON ONE (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS TO HIM IN HAND PAID BY THE SAID JOHN T. MOORE, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HEREBY GRANTS UNTO THE SAID JOHN T. MOORE A RIGHT-OF-WAY FOR THE PURPOSE OF LAYING A ONE-INCH PIPE LINE ACROSS THE TEN (10) ACRES DESCRIBED AS THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THREE (3) NORTH, RANGE TEN (10) EAST, WILLAMETTE MERIDIAN, IN SKAMANIA COUNTY, WASHINGTON, SAID ONE-INCH PIPE LINE TO BE LAID AT A DEPTH OF AT LEAST EIGHTEEN (18) INCHES FROM THE SURFACE OF THE GROUND AND TO BE AT ALL TIMES KEPT IN SUCH CONDITION AS NOT TO INTERFERE WITH THE OCCUPATION AND USE OF SAID TEN (10) ACRE TRACT. SAID JOHN T. MOORE, IN THE MAINTAINING OF SAID PIPE LINE, AGREES THAT HE WILL NOT INTERFERE WITH THE USEFUL OCCUPATION OF SAID TEN (10) ACRE TRACT AND THAT IF SAID PIPE LINE SHOULD INTERFERE WITH ANY USE OF SAID TEN (10) ACRE TRACT AS THE THEN OWNER DESIRES TO USE IT, THE SAID JOHN T. MOORE, OR HIS ASSIGNS, SHALL PLACE SUCH PIPE LINE SO THAT IT WILL NOT INTERFERE WITH THE DESIRED USE OF THE PREMISES, ALL AT HIS OWN EXPENSE. IF ANY LOSS OR DAMAGE SHALL RESULT TO THE OWNER OF SAID TRACT BY REASON OF THE USE OF SAID PIPE LINE, THE PERSON THEN OWNING THE SAME SHALL BE LIABLE FOR ALL SUCH LOSS.

THE WIDTH OF SUCH RIGHT-OF-WAY SHALL BE HELD TO AS NARROW LIMITS AS ARE PRACTICABLE IN THE USEFUL ENJOYMENT OF THE RIGHT HEREBY GRANTED.

IT IS UNDERSTOOD BY THE PARTIES HERETO THAT THERE ARE PUBLIC HIGHWAYS ACROSS THE ABOVE DESCRIBED TRACT AND THAT THIS CONTRACT DOES NOT GIVE THE SAID JOHN T. MOORE ANY RIGHT TO CROSS SAID HIGHWAYS OR INTERFERE WITH ANY PUBLIC EASEMENTS.

IN TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AND EXECUTED THE FOREGOING INSTRUMENT ON THIS, THE 5TH DAY OF FEBRUARY, 1921.