

GEORGE J. JOHNSON ET UX TO DRANO FLUME & LUMBER CO.

THIS MEMORANDUM OF AGREEMENT, MADE THIS 29TH DAY OF JULY, 1925, BY AND BETWEEN
 758 GEORGE J. JOHNSON AND LOLETA M. H. JOHNSON, HIS WIFE, PARTIES OF THE FIRST PART AND
 DRANO FLUME & LUMBER CO., A CORPORATION, PARTY OF THE SECOND PART, WITNESSETH:

WHEREAS, THE PARTY OF THE SECOND PART NOW HOLDS A CONTRACT WITH THE PARTY
 OF THE FIRST PART FOR THE PURCHASE OF A CERTAIN 8.17 ACRE TRACT OF LAND, NORTH OF
 THE S. P. & S. RAILROAD TRACTS AT HOOD, WASHINGTON, AND

WHEREAS, THE PARTIES OF THE FIRST PART ARE DESIROUS OF ACQUIRING TITLE TO
 THAT CERTAIN PORTION OF THE DEHART TRACT, LYING WEST OF A LINE DRAWN 569 APPROXIMATELY
 FEET WEST OF AND PARALLEL WITH THE WEST BOUNDARY LINE OF THE AIRSMAN TRACT, SOUTH OF
 THE S. P. & S. RAILROAD TRACKS AT HOOD, WASHINGTON,

NOW, THEREFORE, IN CONSIDERATION OF \$1.00, IN HAND PAID BY THE PARTY OF THE
 SECOND PART TO THE PARTY OF THE FIRST PART, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,
 THE SAID PARTIES OF THE FIRST PART PROMISE AND AGREE THAT UPON PRESENTATION TO THEM
 BY THE PARTY OF THE SECOND PART, OF A DEED CONVEYING TO THEM THE SAID WEST PORTION
 OF THE SAID DEHART TRACT, THEY WILL FORTHWITH EXECUTE AND DELIVER TO SAID PARTY OF THE
 SECOND PART THEIR DEED CONVEYING TO SAID SECOND PARTY THE SAID 8.17 ACRES TRACT WITHOUT
 FURTHER PAYMENTS AND FREE AND CLEAR OF ALL ENCUMBRANCES.

WITNESS OUR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

GEORGE J. JOHNSON

MRS. LOLETA M. H. JOHNSON
 PARTIES OF THE FIRST PART.

DRANO FLUME & LUMBER COMPANY

BY GEORGE BROUGHTON PRES
 PARTY OF THE SECOND PART.

FILED FOR RECORD MARCH 24, 1926, AT 3-15 O'CLOCK P.M. BY LOLETA M. H. JOHNSON

Wesley C. Midway
 COUNTY AUDITOR
 BY *Harry P. Miller*
 DEPUTY

J. F. MILLER TO E. J. RUPP ET AL

WHEREAS, J. F. MILLER HAS BEEN OPERATING THE SAW MILL OF CARSON MILL &
 FLUME COMPANY NEAR CARSON, WASHINGTON, UNDER CONTRACT WHEREBY HE IS TO RECEIVE A
 53-55 STATED AMOUNT FOR CUTTING TREES INTO LOGS, BRINGING THE SAME TO THE MILL, MANUFACTUR-
 ING LOGS INTO LUMBER AND TRANSPORTING THE LUMBER FROM THE MILL TO CARSON, WASHINGTON,
 AND LOADING THE SAME ON TO CARS, AND IN SAID OPERATION HAS BECOME INDEBTED TO HIS
 PRESENT AND FORMER EMPLOYEES IN A CONSIDERABLE AMOUNT OF MONEY WHICH HE IS UNABLE AT
 THIS TIME TO PAY; AND

WHEREAS, CERTAIN LUMBER MANUFACTURED BY MILLER UNDER SAID CONTRACT IS NOW
 ON HAND AT CARSON AND AT THE MILL AND OTHER PLACES, AND CERTAIN SAW LOGS ARE ON HAND,
 IN THE WOODS, AT THE MILL AND OTHER PLACES; AND

WHEREAS, CERTAIN OF THE UNDERSIGNED HAVE FILED LIENS AGAINST CERTAIN OF
 SAID LUMBER AND OTHER PROPERTY; AND

WHEREAS, IT IS THE DESIRE OF CERTAIN OF SAID EMPLOYEES AND FORMER EMPLOYEES
 TO CONVERT THE LUMBER NOW ON HAND INTO MONEY, AND TO MANUFACTURE SUCH TIMBER AND

LOGS AS IS REASONABLY AVAILABLE INTO LUMBER AND MARKET THE SAME, AND THEREBY CREATE A FUND TO BE DISTRIBUTED AMONG THE EMPLOYEES AND FORMER EMPLOYEES, AFTER PAYING THE EXPENSE OF MANUFACTURE, SALE AND DELIVERY OF SAID LUMBER, AND DEDUCTING CERTAIN CHARGES HEREINAFTER SPECIFIED.

NOW, THEREFORE, THIS AGREEMENT MADE AND ENTERED INTO BETWEEN THE SAID J. F. MILLER, HEREINAFTER CALLED THE FIRST PARTY, AND E. J. RUPP, E. M. COOK, F. E. WILLIAMS, BEN PINKHAM, AND SUCH OTHER OF THE EMPLOYEES AND FORMER EMPLOYEES OF THE SAID J. F. MILLER IN CONNECTION WITH SAID OPERATIONS AS SHALL BECOME PARTIES HERETO BY SIGNING THE SAME, HEREINAFTER KNOWN AS PARTIES OF THE SECOND PART, WITNESSETH:

IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT AND OF ITS PERFORMANCE BY THE PARTIES OF THE SECOND PART, SAID J. F. MILLER HEREBY AGREES TO TURN OVER SAID LOGGING AND SAWMILLING OPERATION TO THE PARTIES OF THE SECOND PART, TOGETHER WITH HIS RIGHTS IN AND TO THE LUMBER AND LOGS NOW ON HAND, ON THE FOLLOWING CONDITIONS, TO-WIT:

FIRST, THAT ALL LIENS NOW FILED AGAINST ANY OF THE PROPERTY IN CONNECTION WITH SAID OPERATION, BE IT EITHER LUMBER, LOGS OR MACHINERY OR OTHER PROPERTY, SHALL BE RELEASED AND DISCHARGED FROM THE RECORDS, AND NONE OF THE SIGNERS HEREOF SHALL FILE ANY LIENS AGAINST ANY OF SAID PROPERTY, AND THE PARTIES OF THE SECOND PART HEREBY RELEASE AND DISCHARGE THE SAID J. F. MILLER AND ALL OTHER PERSONS FROM ALL DEBTS, CLAIMS AND DEMANDS ON ACCOUNT OF WAGES OR OTHERWISE GROWING OUT OF THEIR EMPLOYMENT IN CONNECTION WITH SAID LOGGING AND LUMBER OPERATION.

IN CARRYING ON FUTURE OPERATIONS THE LUMBER SHALL BE WELL MANUFACTURED AND SO FAR AS POSSIBLE MANUFACTURED TO FIT ORDERS THEREFOR, AND THE SAME SHALL BE TRANSPORTED TO AND LOADED ON TO CARS AT CARSON, WASHINGTON, IN FULFILLMENT OF ORDERS, ALL TO BE DONE IN A GOOD AND WORKMANLIKE AND COMMERCIAL MANNER. ALL LUMBER ON HAND AS WELL AS ALL LUMBER MANUFACTURED UNDER THIS AGREEMENT SHALL BE SOLD BY G. G. HOCKETT, AND THERE SHALL BE TAKEN FROM THE SALES PRICE ALL EXPENSES OF SELLING THE SAME, PLUS \$3.00 PER THOUSAND FEET TO COVER STUMPAGE AND MILL RENTAL, AND THE REMAINDER SHALL BE PAID TO A REPRESENTATIVE OF THE PARTIES OF THE SECOND PART TO BE SELECTED AS HEREINAFTER PROVIDED, WHO SHALL DISTRIBUTE AND DISBURSE SAID MONEY AS FOLLOWS:

THERE SHALL FIRST BE PAID THE CURRENT EXPENSES OF OPERATION, SUCH AS WAGES, SUPPLIES AND REPAIRS. IN THE EVENT ANY FORMER EMPLOYEE OF J. F. MILLER IN CONNECTION WITH SAID FORMER OPERATION SHALL REFUSE TO BECOME A PARTY TO THIS AGREEMENT AND SHALL FILE ANY LIEN OR CLAIM WHICH SHALL INTERFERE WITH THE CARRYING OUT OF THIS AGREEMENT, THEN THE THREE MANAGERS HEREINAFTER NAMED SHALL HAVE THE RIGHT OR PRIVILEGE OF COMPROMISING OR SETTLING WITH SUCH FORMER EMPLOYEE, PAYING HIM OR THEM ANY SUCH AMOUNT AS THEY OR A MAJORITY OF THEM SHALL AGREE UPON.

AS TO PREVIOUS WAGES DUE TO PARTIES OF THE SECOND PART, THE SURPLUS EARNINGS FROM SAID OPERATION AND RECEIPTS FROM THE SALE OF LUMBER NOW ON HAND, AFTER PAYING CURRENT EXPENSES AND SUCH OTHER ITEMS AS SHALL BE HEREIN PROVIDED FOR, SHALL BE DISTRIBUTED PRO RATA AMONG THE PARTIES OF THE SECOND PART AND OTHER WORKING MEN HAVING WAGES DUE THEM FROM J. F. MILLER IN CONNECTION WITH SAID OPERATION WHO SHALL ABIDE BY THIS AGREEMENT, SUCH DISTRIBUTION TO BE MADE BY THE CUSTODIAN OF THE FUNDS, SELECTED AS HEREIN AGREED.

INASMUCH AS THERE IS AN ACCOUNT DUE FROM J. F. MILLER TO CHRIS FLECH FOR

GASOLINE USED FOR HAULING LUMBER IN PART FROM THE WOODS TO CARSON, WASHINGTON, IT IS AGREED THAT THERE MAY BE DEDUCTED FROM CURRENT RECEIPTS TO BE PAID TO SAID CHRIS FLECH THE SUM OF \$_____.

THE MANAGEMENT OF SAID OPERATION IS HEREBY ABSOLUTELY COMMITTED TO E. M. COOK AS TO LOGGING OPERATIONS, E. J. RUPP / TO SAWMILL, FLUME AND HIGHLINE OPERATIONS, AND TO BEN PINKHAM AS TO TRANSPORTATION FROM THE HIGHLINE TO CARSON AND THE STORAGE AND LOADING AND SHIPMENT OF LUMBER FROM CARSON; AND AS TO ALL GENERAL POLICIES THE SAID THREE MANAGERS SHALL SIT TOGETHER AND THE DECISION OF THE MAJORITY SHALL BE BINDING ON THEM AND THE PARTIES OF THE SECOND PART. SAID MANAGERS SHALL SELECT THE ONE PERSON WHO SHALL RECEIVE AND DISBURSE ALL FUNDS DERIVED FROM THE OPERATION OF THIS AGREEMENT. EACH MANAGER SHALL HAVE EXCLUSIVE JURISDICTION TO EMPLOY AND DISCHARGE THE LABOR NECESSARY TO CARRY ON HIS PARTICULAR PART OF THE OPERATION AS HEREIN DESIGNATED.

THE PARTIES OF THE SECOND PART SHALL BE RESPONSIBLE FOR SAID OPERATION WHILE THE SAME IS BEING CARRIED ON AND THE SAID J. F. MILLER SHALL NOT BE LIABLE FOR WAGES OR OTHERWISE IN CONNECTION THEREWITH.

THE MACHINERY AND OTHER EQUIPMENT SHALL BE KEPT IN A REASONABLE STATE OF REPAIR DURING THE TIME SAID OPERATION IS CARRIED ON AND NONE BUT SKILLED MEN SHALL BE EMPLOYED ON OR ABOUT THE SAME.

COMPENSATION ACCRUING TO THE STATE OF WASHINGTON WHILE SAID OPERATION IS BEING CARRIED ON SHALL BE COMPUTED AND INASMUCH AS J. F. MILLER HAS ALREADY PAID IT, THE AMOUNT THEREOF SHALL BE PAID TO HIM.

SAID OPERATION SHALL BE CARRIED ON UNTIL ALL CURRENT EXPENSES AND PREVIOUS LABOR CLAIMS HAVE BEEN PAID, OR UNTIL SUCH TIME AS IN THE JUDGMENT OF THE MANAGERS ABOVE NAMED IT IS NOT COMMERCIALY FEASIBLE TO CONTINUE THE SAME, IT IS UNDERSTOOD THIS OPERATION IS NOT TO CONTINUE MORE THAN 40 OPERATING DAYS. WHEREUPON, IN THAT EVENT, ALL PROPERTY HEREBY COMMITTED TO THE PARTIES OF THE SECOND PART SHALL BE RETURNED TO SAID J. F. MILLER OR TO THE OWNERS THEREOF IN AS GOOD CONDITION AS SAME NOW IS, INCIDENT ONLY TO ORDINARY WEAR AND TEAR THEREON.

2ND PARTY

E. M. COOK
E. J. RUPP
F. E. WILLIAMS
W. F. BEER
W. G. MILLER
C. H. PODGETT
J. R. MILLER
E. B. HOPKINS
B. C. PINKHAM
A. L. ST. MARTIN

C. H. MILLER
G. A. FIRMAN
W. A. OLSON
F. A. REAVIS
E. L. HANSEN
JOE MARTIN
CHARLES MATTES
PAUL NEWELL
VERE ASBURY
C. H. SOUTHWICK

1ST PARTY

J. F. MILLER

I HEREBY AGREE TO THE ABOVE CONTRACT, BUT HAVE ASSIGNED MY CLAIM TO EDGAR SWAN, OF VANCOUVER, WASHINGTON TO THE AMOUNT OF \$27.00 AND I HEREBY ORDER AND DIRECT THAT THE SUM OF \$27.00 BE SENT TO SAID EDGAR SWAN OUT OF THE FIRST FUNDS RECEIVED

ANDREW A. HENLINE

J. W. DICKINSON
CARLO MERLEVEDE
E. W. GREER

JACK KIRK
GEO. WESCOTT
EUNICE FIRMAN
ABRIE MEASHAW
DORSEY S. WALTON
WM MEASHAW
W. A. FIRMAN
AMOS MILLER

FILED FOR RECORD APRIL 24, 1926, AT 3 O'CLOCK P.M. BY E. M. COOK

Will A. Mitchell
COUNTY AUDITOR

BY DEPUTY

S. P. & S. RY. CO. TO SKAMANIA COUNTY

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, A CORPORATION, HEREINAFTER CALLED THE "RAILWAY COMPANY" IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED TO BE KEPT AND PERFORMED BY SKAMANIA COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER CALLED THE "LICENSEE," DOES HEREBY PERMIT THE LICENSEE TO CONSTRUCT, INSTALL OR PLACE AND TO MAINTAIN AND USE THE FOLLOWING (HEREINAFTER REFERRED TO AS "SAID IMPROVEMENTS"), TO-WIT:

A ROADWAY, 10 FEET IN WIDTH, TO BE CONSTRUCTED UPON THE RAILWAY COMPANY'S RIGHT OF WAY IN LOT 1 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, SAID ROADWAY TO EXTEND FROM THE WEST LINE OF SAID LOT 1 IN AN EASTERLY DIRECTION A DISTANCE OF 939 FEET, MORE OR LESS, TO A POINT OPPOSITE ENGINEER'S STATION 765+81; THE LOCATION OF SAID ROADWAY BEING SHOWN IN RED ON BLUE PRINT MAP HERETO ATTACHED AND MADE A PART HEREOF.

THIS PERMIT IS GRANTED UPON THE FOLLOWING CONDITIONS:

1. ALL WORK OF CONSTRUCTING AND MAINTAINING SAID IMPROVEMENTS SHALL BE DONE, BY AND AT THE EXPENSE OF THE LICENSEE, IN A MANNER SATISFACTORY TO THE RAILWAY COMPANY OR ITS DULY AUTHORIZED REPRESENTATIVES, AND SO THAT IT WILL NOT INTERFERE WITH THE USE BY THE RAILWAY COMPANY OF ITS TRACKS, RIGHT OF WAY OR OTHER PROPERTY, AND SO AS TO CONFORM WITH ALL STATE AND MUNICIPAL LAWS AND THE RULES AND REGULATIONS OF THE PUBLIC SERVICE COMMISSION OF THE STATE HAVING JURISDICTION THEREOVER.

2. IF THE RAILWAY COMPANY SHALL AT ANY TIME FIND IT NECESSARY OR CONVENIENT TO MAKE ANY CHANGE IN ITS GRADE, ALIGNMENT, TRACKS OR OTHER PROPERTY, THE LICENSEE SHALL, UPON NOTICE, MAKE SUCH CHANGES IN THE LOCATION OR CONSTRUCTION, OR BOTH, OF SAID IMPROVEMENTS AS MAY, IN THE OPINION OF THE CHIEF ENGINEER OF THE RAILWAY COMPANY, BE NECESSARY TO CONFORM TO THE CHANGES MADE OR TO BE MADE BY THE RAILWAY COMPANY, SUCH CHANGES IN THE LOCATION OR CONSTRUCTION OF SAID IMPROVEMENTS TO BE MADE WITHOUT COST OR EXPENSE TO THE RAILWAY COMPANY AND TO THE SATISFACTION OF THE CHIEF ENGINEER OF THE RAILWAY COMPANY.

3. THE LICENSEE HEREBY ASSUMES ALL RISK OF INJURY TO PERSONS OR DAMAGE TO PROPERTY IN ANY MANNER RESULTING FROM THE CONSTRUCTION, MAINTENANCE, USE OR REMOVAL OF SAID IMPROVEMENTS, AND HEREBY AGREES TO INDEMNIFY AND SAVE HARMLESS THE RAILWAY COMPANY FROM ANY AND ALL LOSS, COST, DAMAGE OR EXPENSE CAUSED BY OR RESULTING FROM ANY SUCH INJURY TO PERSONS OR DAMAGE TO PROPERTY.

4. THIS PERMIT MAY BE TERMINATED BY EITHER PARTY AT ANY TIME ON THIRTY DAYS' NOTICE IN WRITING, SUCH NOTICE TO BE SUFFICIENT IF DEPOSITED IN THE UNITED STATES POST OFFICE BY THE RAILWAY COMPANY AND ADDRESSED TO THE LICENSEE AT STEVENSON,