

CLARK & WILSON LUMBER CO. to DRANO FLUME & LUMBER CO.

THIS IS AN AGREEMENT MADE THIS 2ND DAY OF MAY 1921 BETWEEN CLARK & WILSON LUMBER COMPANY, AN OREGON CORPORATION, AND DRANO FLUME & LUMBER COMPANY, A WASHINGTON CORPORATION;

IN CONSIDERATION OF THE SUM OF ONE (\$1.00) DOLLAR PAID BY THE SAID DRANO COMPANY, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE SAID CLARK & WILSON COMPANY DOES HEREBY RELEASE, REMISE AND LET UNTO THE SAID DRANO COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TWENTY-FIVE YEARS FROM THE DATE HEREOF THE RIGHT TO USE A STRIP OF LAND TWENTY FEET IN WIDTH ON, OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SKAMANIA COUNTY, STATE OF WASHINGTON:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 9 EAST; THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 9 EAST

FOR THE SAID DRANO COMPANY, ITS SUCCESSORS AND ASSIGNS AND ITS SERVANTS, AGENTS AND LICENSES, AT ALL TIMES TO PASS AND REPASS FREELY ON THE SAME, TO BUILD, CONSTRUCT, COMPLETE, OPERATE, REPAIR AND MAINTAIN A WATER FLUME ON AND OVER SAID LANDS;

SAID RIGHT OF WAY IS TO BE LOCATED BY THE SAID DRANO COMPANY SO AS TO BE ADAPTED MOST SUITABLY TO THE PURPOSE OF OPERATING A FLUME THROUGH WHICH TO MOVE TIMBER PRODUCTS AND IT IS THE CONDITION OF THIS AGREEMENT THAT IF SAID FLUME IS ERECTED AND CONSTRUCTED BUT, THROUGH THE ACTION OR THE INTENTIONAL INACTION OF THE SAID DRANO COMPANY, REMAINS IDLE AND IS NOT OPERATED DURING A CONTINUOUS PERIOD OF TWENTY-FOUR MONTHS THEN THIS RIGHT AND SAID PRIVILEGE, AND ALL RIGHTS HEREUNDER, SHALL CEASE AND TERMINATE.

IT IS FURTHER AGREED THAT THE SAID DRANO FLUME & LUMBER COMPANY WILL CONFORM TO ALL THE LAWS OF THE STATE OF WASHINGTON OR ANY OTHER GOVERNMENTAL AGENCY WITH RELATION TO TAXES, ASSESSMENTS AND CHARGES FOR THE CONDUCT AND MAINTENANCE OF SAID FLUME NOW IN FORCE OR HEREAFTER PROMULGATED AND THAT THE SAID DRANO FLUME & LUMBER COMPANY WILL MAINTAIN SAID FLUME AT ITS OWN COST AND EXPENSE AND SAVE THE CLARK & WILSON LUMBER COMPANY, OR ITS ASSIGNS, HARMLESS FROM ANY CHARGES ARISING BY OPERATION OF LAW OR ITS OWN ACTS FOR ANY CLAIM OF DAMAGE AGAINST SAID DRANO FLUME & LUMBER COMPANY IN THE OPERATION OF THE SAID FLUME.

IN WITNESS WHEREOF, THE SAID PARTIES HAVE CAUSED THEIR RESPECTIVE CORPORATE SIGNATURES AND SEALS TO BE HEREUNTO AFFIXED BY THEIR DULY AUTHORIZED OFFICERS ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

(CORPORATE)
(SEAL)

ATTEST:

C. M. WILMAN
ASST. SECRETARY

CLARK & WILSON LUMBER COMPANY

BY O. M. CLARK
PRESIDENT

BY W. W. CLARK
SEC. & TREAS.

DRANO FLUME & LUMBER COMPANY

BY GEORGE BROUGHTON
PRES

ATTEST:

SECRETARY

BY _____