

J. K. LUMBER COMPANY BY WM. H. PUTNAM, RECEIVER TO THEO. LINDIS

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO THIS 1ST DAY OF APRIL, 1918, BY AND BETWEEN WM. H. PUTNAM, AS RECEIVER OF THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON, SOUTHERN DIVISION, OF J. K. LUMBER COMPANY, A WASHINGTON CORPORATION, ACTING PURSUANT TO THE ORDER OF COURT, PARTY OF THE FIRST PART, AND THEO. LINDIS, OF STEVENSON, WASHINGTON, PARTY OF THE SECOND PART, WITNESSETH

THAT FOR AND IN CONSIDERATION OF THE COVENANTS HEREINAFTER SET FORTH, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. THAT THE PARTY OF THE FIRST PART WILL SELL, AND THE PARTY OF THE SECOND PART WILL BUY ALL OF THE MERCHANTABLE TIMBER ON THE FOLLOWING DESCRIBED LAND, TO-WIT:

ALL THAT PORTION OF THE FELIX G. IMAN D.L.C., No 44, IN SECTIONS 2 AND 11, TOWNSHIP 2 NORTH OF RANGE 7 EAST OF WILLAMETTE MERIDIAN, WHICH LIES NORTH OF THE SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY'S RIGHT OF WAY, EXCEPTING THEREFROM THE NORTH EAST QUARTER OF SAID SECTION 2, HERETOFORE DEEDED TO FRANK MORRISON AND J. GRAVES BY BONDS FOR DEEDS, RECORDED ON PAGES 94 AND 181 OF BOOK "K" OF DEEDS OF SKAMANIA COUNTY, WASHINGTON, CONTAINING 275 ACRES, MORE OR LESS.

ALSO LOTS 3 AND 4, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2 IN SAID TOWNSHIP AND RANGE.

ALSO LOTS 1, 2, AND 5 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, SAID TOWNSHIP AND RANGE.

2. THAT FOR THE PURPOSE OF REMOVING THE SAID TIMBER, THE PARTY OF THE SECOND PART SHALL HAVE ALL THE NECESSARY RIGHTS OF INGRESS AND EGRESS TO AND FROM SAID LANDS, TOGETHER WITH RIGHTS OF WAY FOR FLUMES, SKID ROADS, RAILROADS, LOGGING ROADS, OR CHUTES, AS MAY BE NECESSARY OR CONVENIENT FOR SUCH PURPOSE.

3. THAT FOR THE PURPOSE OF REMOVING SAID TIMBER AND MANUFACTURING THE SAME INTO LUMBER, OR TIMBER PRODUCTS, THE PARTY OF THE SECOND PART SHALL HAVE THE RIGHT AND PRIVILEGE OF ERECTING AT ANY CONVENIENT PLACE UPON THE AFORESAID LANDS, A SAWMILL AND PLANING MILL, AND ALSO ALL BUNK HOUSES, BLACKSMITH SHOPS, ROLLWAYS, LOGWAYS, OR LOG STORAGE PONDS, LUMBER DOCKS, PILING AND DRYING FOUNDATIONS, AND ANY AND ALL OTHER BUILDINGS, OR STRUCTURES, NECESSARY OR CONVENIENT TO THE OPERATION OF SAID SAWMILL AND PLANING MILL.

4. THAT THE PARTY OF THE SECOND PART SHALL, AND WILL WITHIN SIX MONTHS FROM THE DATE HEREOF, CONSTRUCT AND PROPERLY EQUIP FOR OPERATION, AT A CONVENIENT PLACE UPON THE ABOVE DESCRIBED LANDS, A SAWMILL OF A DAILY CAPACITY OF NOT LESS THAN TWENTY-FIVE THOUSAND (25,000) FEET, IN EIGHT HOURS RUN, AND THE PARTY OF THE SECOND PART SHALL NOT REMOVE ANY TIMBER, OR TIMBER PRODUCTS FROM SAID LANDS AFTER OCTOBER 30TH, 1918, UNLESS AND UNTIL SAID SAWMILL IS CONSTRUCTED AND EQUIPED READY FOR USE, OR THE FULL PURCHASE PRICE HEREINAFTER STIPULATED SHALL BE PAID.

5. THAT FOR THE PURPOSE OF OPERATION OF SAID SAWMILL AND PLANING MILL, AND FOR THE PURPOSE OF REMOVAL OF SAID TIMBER, THE PARTY OF THE SECOND PART SHALL BE ENTITLED TO THE FREE USE AND OCCUPATION OF THE AFORESAID LANDS, AND OF ALL PONDS, SPRINGS, CREEKS, AND OTHER WATER LOCATED THEREON.

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Feb 23, 1922
Eddy P. Mitchell Auditor \$2,650-
and a. Mitchell Deputy