

Right of Way Agreement

In consideration of the sum of One Dollar to the undersigned in hand paid, the receipt of which is hereby acknowledged, and the further sum of ~~One hundred thirty~~ ^{4.155} Dollars, to be paid on the execution of the deed hereinafter mentioned, the undersigned have agreed and by these presents do agree, in writing required within one month from date, to sell and convey to the Portland and Seattle Railway Company, a Washington Corporation, free and clear of all encumbrances, a right of way for its railroad consisting of a strip of land ~~one~~ feet in width, ~~besy~~ ^{besy} ~~in~~ ⁱⁿ width on each side of the center line of the railroad of said Railroad Company, as located, staked out and to be constructed over and across the following described land beginning at a point 143.4 feet west and 290.4 feet North of the S.E. cor. Lot 6, Sec. 1 T. 2 N. R. 7 E. W. 11. Thence West 157 feet, thence South 125 feet, thence N. 52° 12' 10" for 195 feet to point of beginning, and the shore lots adjacent thereto, including the preference right of the undersigned to purchase the portion of said shore lands contained within said strip, together with the privilege of obtaining necessary material for the construction of said railroad from said premises from lands outside of and adjacent to the above described strip and upon payment of said same above mentioned agree to make good and sufficient deed to said Company for said strip, the Company to have the right to enter and construct its road over said premises at the discretion.

In Witness Whereof We have hereunto subscribed our names this 2nd day of August 1906.

In Presence of

Thos Burr Avery

J. M. Stevenson

A. B. Sly

Margaret M. Sly

Filed for record by A. & S. Ry Co. Aug. 10, 1906 at 1.15 P.M.

A. Flebelschauer

Co. Auditor

0.60
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Right of Way Agreement

In consideration of the sum of One Dollar to the undersigned in hand paid, the receipt of which is hereby acknowledged, and the further sum of seven hundred ^(4700.00) Dollars, to be paid on the execution of the deed hereinafter mentioned, the undersigned have agreed and by these presents do agree, in writing required within one month from date, to sell and convey to the Portland and Seattle Railway Company, a Washington Corporation, free and clear of all encumbrances a right of way for its railroad consisting of a strip of land ~~one~~ feet in width, ~~besy~~ ^{besy} ~~in~~ ⁱⁿ width on each side of the center line of the railroad of said Railway Company as located staked out and to be constructed over and across the following described land:

Beginning at a point which is 290.4 feet North of the S.E. corner of Lot 6, of Sec. 1, T. 2 N. R. 7 E. W. 11. Thence North 235 feet, thence S. 52° 12' W for 375 feet, thence East

Filed for record by A. M. Wiggold on Aug. 10, 1906 at 10.15 A.M.

305.3 to the point of beginning, and the shorelands adjacent thereto, including the performance of the undertakings to purchase the portion of said shorelands contained within said strip and upon payment of \$1 I am above mentioned agree to make good and sufficient deed to said burgess for said strip, the burgess to have the right to enter and construct its road across said premises in the meantime.

I Witness Whereof I have hereunto subscribed my name this 2nd day of August 1906.

In presence of
J. M. Stewart

A. L. Douglas.

Thos. Carr. Arroyo

Filed for record by P. & S. Ry Co. on Aug. 6 1906 at 1.15 P. M.

A. P. Stewart
Co. Auditor

0.60

Agreement for sale of timber.

I hereby agree to sell to J. O. Porter & Co. on or before January 1st 1907 the following described property: All standing and fallen timber on S² of N8⁴ & NW⁴ of N8⁴ of Sec. 6. Twp 3 North R. 10 E. W. 4. 20 acres of said timber to be removed within 5 years. Balance to be removed within following 7 years. I agree to give free right of way for flumes and roads on said land whenever necessary for logging purposes. J. O. Porter to pay taxes on said timber and land until said timber is removed. for the sum of \$1425. to be paid as hereinafter stated.

I agree to furnish said J. O. Porter & Co. an abstract to said property before or at time of purchase. The said J. O. Porter & Co. has deposited with me \$100. which I will credit them with on the purchase price; should they complete the purchase price; other money I will release said \$100. as liquidated damages. Also further sum to be paid Oct 1st 1906.

Witness... hands and seals this 1st day of July 1906

Witness: Robt. H. H. H.

T. W. Lusk (Seal)

J. M. Stark

State of Oregon

County of Douglas } ss. I, J. M. Stark, a Notary Public in and for said State, do hereby certify that on this 1st day of July 1906, personally appeared before me T. W. Lusk to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

I Witness Whereof I have hereunto set my hand and seal this 23rd day of July 1906.

J. M. Stark

Notary Public for Oregon
residing at Elkton in said County

(Notarial Seal)

0.60

Filed for record by R. M. Wright on Aug. 10 1906 at 10.15 A. M.

A. P. Stewart
Co. Auditor

0.60