

Agreement for right of Way.

This agreement, made and entered into this 5th day of Oct, 1906 between J. H. Handrub party of the first part and John F. Sweeney party of the second part, Witnesses;

That the said party of the first part for the consideration of One Dollar to him paid by the party of the second part the receipt of which is hereby acknowledged does covenant and agree with the party of the second part, that the party of the first part will give and grant unto the said second party a right of way for logging, hauling and any other purposes necessary in the operation of and conveyance of timber or supplies to and from said second party's saw mill; Said first party also agrees to furnish a mill site for said second party's saw mill if said second party so desires.

(Sic. Mar. 7-286) This agreement is to remain in full force and effect so long as said mill is in operation, unless sooner terminated by the mutual agreement of the parties hereto.

This agreement is effective on, over and across the following described land, to-wit: All the land owned by the party of the first part at above date in sec. 25, Town 3 No. Range 7 E. W. 1/4 section

Witnesses:

Frank Robenau }

J. H. Handrub

J. F. Sweeney

Filed for Record by J. F. Sweeney, on Oct. 6, 1906, at 2-45 P.M.

A. P. Sweeney

Co. Auditor

0.45

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 four hundred and fifty (\$450.) Dollars to be paid on the execution of the deed hereinafter mentioned, the undersigned have agreed and by these presents do agree on written request within one month from date, to sell and convey to the Portland and Seattle Railway Company, a Washington Corporation free and clear of all incumbrances, a right of way for its railroad, consisting of a strip of land 50 feet in width on the north side of immediately adjacent to and parallel with the Right of way owned by the Portland and Seattle Ry. Co., beginning at Station 1762 and extending in a westerly direction to Station 1757 then 25 feet in width extending in a westerly direction from said station 1757 to the West boundary line of the S 1/4 of the N 1/4 of Sec. 34, Twp. 24. N. R. 6 E. 14. W. also a strip of land 150 feet in width on the south side of immediately adjacent to and parallel with said Right of way beginning at Station 1762 and extending thence in a westerly direction to the West boundary line of the S 1/4 of N 1/4 of said

Sec. 34. Twp. 2. N. R. 6. E. W. 4th. and the shorelands adjacent thereto, including the preference right of the undersigned to purchase the portion of said shorelands within said strips, and upon payment of said sum above mentioned agree to make good and sufficient deed to said company for said strips, the company to have the right to enter and construct its road across said premises in the necessaries.

In Witness Whereof I have hereunto set my name this 18th day of October 1906.

In Presence of

J. M. Stevenson

Geo. W. Barney

Carl Lindstrom

Filed for record by J. W. P. Lyons on Oct. 23. 1906 at 1.15 P.M.

A. P. H. H. H.

Co. Auditor

0.60

Further Agreement

Oct 19th. 1906

It is further agreed that in consideration of Agreement dated July 16th 1906 between J. O. Porter & Co. and Fred Luffey and Martha Luffey, the said J. O. Porter & Co. agrees to pay all taxes on timber and land from July 16th 1906 till all timber is removed from the described land.

Witness

Jack O. Garfield

J. O. Porter & Co.

per Geo. S. Brown

Filed for record by Fred Luffey on Oct. 29. 1906 at 1.15 P.M.

A. P. H. H. H.

Co. Auditor

0.30