

D. J. Finn & wife to Ellis Jennings & wife

This Agreement, made and entered into this 6th day of July, 1907, by and between D. J. Finn and Agnes Finn, his wife, of Portland, Oregon, parties of the first part, and Ellis Jennings and Harriet Jennings, his wife, parties of the second part, Witnesseth:

That for and in consideration of the mutual benefits to be derived hereunder and the covenant and agreements herein contained upon the part of the respective parties to be kept and performed by them or either of them, the said parties of the first part do hereby give, grant, and convey unto the said parties of the second part, their heirs and assigns, for a period of five (5) years from the date hereof, certain rights of way and privileges over, across and upon the following described real property situated and being in the County of Skamania and State of Washington, and particularly described as follows: The North-west quarter (N.W. 1/4) of the South-East quarter (S.E. 1/4), the North-east quarter (N.E. 1/4) of the South-west (S.W. 1/4), and Lots Four (4) and Five (5) of section Seventeen (17) and the South-east quarter (S.E. 1/4) of section Eight (8), all in Township Two (2) North of Range Seven (7) East of the Willamette Meridian, in said county and State. Said rights of way and privileges to be used for logging and logging railroad and other lawful purposes connected therewith, and if used for a railroad or for railroad purposes the same shall consist of a certain strip of land fifty feet in width, being 25 feet in width on each side of and parallel to the center line of said proposed railroad track of said second parties, their heirs or assigns, as the same may be hereafter surveyed, located and maintained over and across said real property. And it is further understood and agreed that the said parties of the second part, their heirs or assigns, may at their option, have an additional period of five years, making a total of ten (10) years from the date hereof, to enjoy and use the rights of way and privileges herein mentioned, providing that the said parties of the second part, their heirs or assigns, shall not purchase themselves or interfere with the said parties of the first part in the purchase and acquiring of the North-east quarter (N.E. 1/4) of said section seventeen (17) said township and range.

It being also agreed that if the said parties of the first part shall hereafter acquire the said quarter section of land, that they will give and grant unto said parties of the second part, their heirs and assigns, similar rights of way and privileges as herein mentioned, over and across the same and for the said period of ten years from the date of this agreement.

And said parties of the second part in consideration of the foregoing premises, do hereby give, grant and convey unto the said parties of the first part, their heirs and assigns, for a period of five years from the date hereof, their right, title and interest in and to those certain rights of way and privileges over, across and upon the following described real property, which they may own and possess, in said Skamania County and State of Washington to-wit: All of Lot Six (6) and the North-west quarter (N.W. 1/4) of section Seventeen (17), all of the South-west quarter (S.W. 1/4) of section Eight (8) and parts of section Seven (7) and all being in said Township Two (2) North of Range Seven (7) East of the W.M. Said rights of way and privileges to be used for logging and fluming of lumber and all lawful purposes connected therewith. It being understood that said period of time shall be extended an additional period of five years, should said first parties desire the same and shall give and grant such additional period to said second parties, as hereinbefore provided.

It being also understood and agreed by the respective parties hereto that each party giving and granting the rights of way herein mentioned expressly reserves in such grant the right to cross said rights of way as granted, at any place or places and in such manner and for any purpose or purposes, so that the same shall be done as not to interfere with the operation of the other party in their use and enjoyment of the same.

And it is further understood and agreed that said rights of way and privileges herein respectively granted, shall include surface rights only, and shall utterly cease and determine at the end of ten (10) years from the date hereof, or at any sooner determination thereof as herein before mentioned and at any time before the expiration of said ten year period whenever all of the

timber shall have been removed from the premises herein described and the lands adjoining the same by the respective parties hereto, their heirs or assigns, and all rights of way and all grants hereunder shall thereupon revert to and become the property of the donors and grantors respectively, their heirs and assigns.

In Witness Whereof, the respective parties hereto, have hereunto set their hands and seals, to this and another instrument of like tenor and affect, this the day and year first above written, at Portland, Oregon.

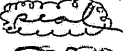
Executed in the presence

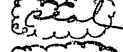
of us as witnesses:

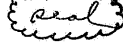
Russell C. Sewall

R. R. Giltnor

D. J. Pinn 

Agnes Pinn 

Ellis Jennings 

Harriet Jennings 

State of Oregon,

County of Multnomah

This Certifies, that on this 9th day of July, 1907, before me, the undersigned, a Notary Public in and for the said County and State, there personally appeared the within named D. J. Pinn, Agnes Pinn,

Ellis Jennings and Harriet Jennings, who are well known to me to be the identical persons described in and who executed the foregoing instrument of writing and they each acknowledged to me that they executed the same.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

(Notarial)

(Seal)

Russell C. Sewall

Notary Public for Oregon.

Filed for record by Ellis Jennings on July 11, 1907 at 1:15 P.M.

A. Fleischmann

Co. Auditor.

1.65