

Sears Orchard Co. to J.D. Welch.

Hood River, Oregon, February ,1911.

The Sears Orchard Co., a corporation organized and existing under the laws of the State of Washington, hereby agrees that if it acquires the lands now owned by the Portland Railway Light & Power Company in the Little White Salmon Valley in Skamania County, Washington, which said Company heretofore agreed to sell to Roy C. Brock, that it will convey to J.D. Welch, his heirs or assigns a right of way for a railroad 100 feet wide across said lands starting at Drano Lake and running in a northerly direction to the north line of Township Three (3) North of Range Nine (9) East of the Willamette Meridian in said Skamania County, if a railroad of standard gauge be constructed to a point one mile from the S.P. & S. Railroad within one year's time from the date hereof.

If line of survey of said railroad, after final location, interferes with any plan of irrigation of said Sears Orchard Co., the line of survey shall be modified in such manner as may be necessary for the proper operation of both railroad and irrigation projects. No ditches, however, shall be run along the railroad track inside of said right of way, and this agreement is given on the express promise and agreement of said J.D. Welch for himself and his assigns, that said railroad when constructed and completed will carry freight to be used in general agricultural work and passengers, for any and all persons who are in any way interested in the lands over which said road runs and in which the said Sears Orchard Co. has or may have any interest of any kind whatsoever, and that its rates for such service will not exceed those of the Mt. Hood Railroad for like service, and further that it will put a station on said lands at such place as the said D.H. Sears Orchard Co. may designate, which station shall be a regular stopping place for all trains operating on said railroad so far as the same may be necessary or convenient for the said Sears Orchard Co. or persons purchasing any of said lands from said Sears Orchard Co.

And said J.D. Welch for himself and the White Salmon Lumber Company agrees in consideration of said right of way so to be conveyed to give the Sears Orchard Co. or Roy C. Brock a preference right to purchase any lands from said White Salmon Lumber Company lying northerly of said Portland Railway Light & Power Company lands that they may desire to purchase at a price satisfactory to both parties, and for the same consideration of railroad rights of way the Chenoweth Boom & Lumber Company agrees to surrender and convey whatever rights it may have obtained for the use of water in the Little White Salmon River under the charter from the State of Washington to the said D.H. Sears Orchard Co.

When final survey is made and location is accepted by both parties, quitclaim deeds for right of way shall be placed in escrow by said D.H. Sears Orchard Co. conveying whatever interest or ownership it may have in said lands to be delivered when construction of said railroad is completed and said railroad is in operation.

The Sears Orchard Co. further agrees to grant to the said J.D. Welch, his heirs or assigns the exclusive right and privilege along the shore lines of Drano Lake fronted by lands of the said Orchard Co., if any, for booming timber and logs and other products.

IN TESTIMONY WHEREOF said D.H. Sears Orchard Co., has caused these presents to be executed by its manager, and said J.D. Welch has hereunto set his hand and seal.

D. H. Sears Orchard Co.

By Roy C. Brock

Manager.

J.D. Welch (Seal)

State of Oregon, }
County of Multnomah. } ss.

Be it Remembered, That on this 17th day of February, A.D. 1911, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named Roy C. Brock, Manager for the D.H. Sears Orchard Co., and J.D. Welch, for the White Salmon Lumber Co. and Chenoweth Boom & Lumber Co., who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

A. A. Welch

(NOTARIAL SEAL)

Notary Public for Oregon.

Filed for record by W.F. Slaughter on March 9, 1911 at 1:15 P.M.

A. Fleischhauer, County Auditor.

Prindle to Washington Northern Rd. Co.

This Indenture made this 29th day of September 1910 by and between Robert C. Prindle and Louise Prindle his wife of the County of Skamania State of Washington hereinafter called the lessors and the Washington Northern Railroad company an Oregon Corporation, hereinafter called the lessee, Witnesseth:

That in consideration of One dollar the receipt of which is hereby acknowledged and of the rental payments hereinafter provided for and the covenants therein after contained on the part of the lessee, the said lessors do hereby let demise and lease unto the said lessee its successors and assigns, the following described tracts and parcels of land, to-wit:

Parcels of land on which are now located the Oil tank, Water tank, Sand drying house and two (2) Bunk houses belonging to the lessee and also the right to the sand in the pit for use of lessees locomotives only from which it is now being taken and also sufficient land for the erection of one (1) additional Water tank and one (1) additional Oil tank at some convenient place along the line of the railroad between the present water tank and the Columbia River; also the use of the water and the right to pay water conduits to said tanks all on the premises of the lessors in Skamania County State of Washington. To have and to hold the same unto said lessee, its successors and assigns for the term of thirteen years from the twenty ninth day of September 1910, the said lessee its successors and assigns paying therefor the annual rental of One hundred dollars (\$100.00) in gold coin for each year during said term. It is agreed however that upon the termination of said lease by expiration of the time herein limited, the