

transfer and assign the within lease to F.A.Young

F.O'Brien

Portland, Oregon November 17th 1910

For ~~the~~ ~~and~~ other valuable considerations to me moving, the receipt whereof is hereby acknowledged, I hereby sell and assign to F.A.Young all of my right title and interest in and to the within lease.

C.T.Belcher.

Filed for record by U.S.Nat.Bank on July 1st 1912 at 1.15 P.M.

A.Fleischauer

Co.Auditor

S.P. & S. Ry. Co. to Northwestern Electric Company.

THIS AGREEMENT made the 27th day of June, 1912, by and between SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a Washington corporation, hereinafter called the "Railway Company", and NORTHWESTERN ELECTRIC COMPANY, a Washington corporation, hereinafter called the "Electric Company", WITNESSETH:

That the Railway Company, in consideration of the sum of one dollar (\$1.00) to it paid by the Electric Company, and in consideration of the agreements and covenants herein contained to be performed by the Electric Company, hereby gives and grants unto the Electric Company the right to construct and maintain a transmission line or lines on a single line of poles or towers over and across the right of way and railway tracks of the Railway Company in the town of Washougal at the west end of Hathaway's Addition to said town of Washougal in Clarke county, state of Washington;

Also over and across the right of way and railway tracks of the Railway Company near Engineer's Station 1572 in section six (6), township one (1) north, range six (6) east of the Willamette Meridian, in Skamania County, State of Washington;

Also over and across the right of way and railway tracks of the Railway Company near Engineer's Station 1878, in the northeast quarter (NE $\frac{1}{4}$) of section twenty-five (25), township two (2) North, range six (6) east of the Willamette meridian in Skamania county, state of Washington.

Also the right to construct and maintain a transmission line or lines on a single or double line of poles over and across the following described lands of the Railway Company::

A triangular tract of land in lots six (6) and nine (9), section one (1), township two (2) north, range seven (7) east of the Willamette meridian, in Skamania county, state of Washington. The east line of said triangular tract runs parallel to the east line of said lots six and nine and 300.3 feet distant therefrom. Said transmission line crosses said tract for a distance of about 500 feet.

That certain tract of land west of the junction of the west line of the Railway Company's 100-foot right of way and the line between the northeast half (NE $\frac{1}{4}$) and the southwest half (SW $\frac{1}{4}$) of the Baughman donation land claim in section one (1), township two (2) north, range seven (7) east of the Willamette meridian in Skamania county, state of Washington, Said transmission line crosses said tract for a distance of about 100 feet.

Lot thirteen (13) in section thirty-six (36), township three (3) north, range seven and one-half (7 $\frac{1}{2}$) east of the Willamette meridian, in Skamania county, state of Washington. Said transmission line crosses said lot thirteen (13) for a distance of about 100 feet.

Lot one (1) and the northeast quarter (NE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) and the northwest quarter (NW $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of section twenty-eight (28), township three (3) north, range eight (8) east of the Willamette meridian in Skamania county, state of Washington. Said transmission line crosses said tract for a distance of about three-quarters of a mile.

The right of way for a railway track to the gravel pit in section thirty-five (35) township three (3) north, range eight (8) east of the Willamette meridian in Skamania county, state of Washington.

Lot three (3) in section thirty-two (32), township three (3) north, range nine (9) east of the Willamette Meridian in Skamania county, state of Washington.

The exact location of said crossings and said lines shall be fixed by the chief engineer of the Railway Company.

The permission hereby granted is upon the following express conditions:

1. The transmission lines constructed hereunder shall be constructed in a good, substantial and workmanlike manner and under the supervision and subject to the approval of the Chief Engineer of the Railway Company, and all wires erected hereunder for the transmission of electrical current shall be maintained at such a height above the tracks of the Railway Company and above the surface of the ground as may be required by the Chief Engineer of the Railway Company for the purpose of rendering the Railway Company, its servants, passengers and other persons rightfully upon upon the trains, tracks and premises of the Railway Company, safe and secure from danger by reason of the maintenance and operation of said transmission lines.

2. It is the intent of this agreement that the Electric Company shall have the right and privilege, at its option, to construct said transmission lines on a single or double line of poles, excepting at the points where said lines shall cross the right of way and railway tracks of the Railway Company, at which points of crossing said lines shall be carried upon a single line of poles or towers. In the event that the Electric Company shall elect to erect its lines on a double line of poles, said lines shall be parallel and not more than fifty (50) feet apart and the poles of each line shall be located opposite the poles of the other line.

3. Immediately upon the completion of the lines above described the Electric Company shall furnish to the Chief Engineer of the Railway Company a vicinity map

showing the exact location of said crossings and a diagram showing the method of construction, the vertical clearance above the top of the Railway Company's rail and the lateral clearance along the Railway Company's center line, and said location and diagram maps shall be subject to the approval of said Chief Engineer, and if the said Chief Engineer shall not approve the location and work of construction as shown on said maps, the Electric Company shall forthwith proceed to change said location or method of construction to conform to the directions of such Chief Engineer.

4. The Electric Company agrees to hold harmless the Railway Company, its officers, agents, employees, successors and assigns, from any and all claims and demands of every nature whatsoever that may be made by any person or persons whomsoever on account of injury to the person or damage to property arising directly or indirectly from the construction, maintenance, use or operation of said transmission line or lines, whether the same shall have been approved by the Chief Engineer of the Railway Company, or not.

5. If the use by the Railway Company of its property over which the Electric Company is hereby permitted to construct and maintain such transmission lines shall at any time make it necessary, convenient or desirable in the judgment of the Chief Engineer of the Railway Company that the location of such transmission lines be changed, the same shall, upon notice of the Railway Company, be changed forthwith at the sole cost and expense of the Electric Company to such new location over and across the lands of the Railway Company as shall be designated by the Railway Company; PROVIDED, HOWEVER, that if in the event of such change of location the Railway Company shall be unable on account of its use of the said lands to designate a new location for such transmission lines over and across its said lands, then this permit shall cease and determine.

6. The permission hereby granted is hereby declared to be personal to the Electric Company and the right hereby granted shall not be assigned or transferred by the Electric Company without the written consent of the Railway Company.

7. The Electric Company shall construct and maintain such lines and crossings according to specifications in section four of report of Committee on Overhead Line Construction of the National Electric Light Association at the 34th Convention held at New York City May 29th to June 2, 1911.

8. If the Electric Company shall at any time fail or neglect to perform any of the agreements herein contained to be performed by it or to maintain said transmission lines and crossings as herein provided, the Railway Company, its successors or assigns, may forthwith terminate this permit and forthwith expel the Electric Company, its officers, agents, servants and employees from its premises.

9. The Electric Company assents to all of the foregoing conditions and agrees to abide by the same.

IN WITNESS WHEREOF the parties have caused these presents to be executed the day and year first above written.

Witnesses:

F. Ukie
Len Ketchum

(Seal of S.P. & S.Ry. Co.)

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY,

By J.H. Young President.

Attest: W.F. Turner Secretary.

Witnesses:

J. Hoff
Harry H. Zobel

(Seal of N.W. Electric Co.)

NORTHWESTERN ELECTRIC COMPANY,

By H.A. Mitchell, President.

Attest: R.E. Wallace, Secretary.

State of Washington

ss.

County of Skamania.

I, the undersigned authority do hereby certify that on this 16th day of July 1912 personally appeared before me H.A. Mitchell, to me known to be the President of the corporation described within and who signed the foregoing instrument in behalf of said corporation and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed by authority of its Board of Directors and stated to me that the seal affixed to said instrument is the corporate seal of said corporation.

Witness my hand and official seal this 16th day of July 1912.

(Seal of Sup. Court)

A. Fleischhauer,
Clerk of Superior Court,
Skamania County, Wash.

Filed for record by J.N. Davis on July 16, 1912 at 1:15 P.M.

A. Fleischhauer,
County Auditor.

Lois A. McDonald et.al. to Donald G. McRae.

THIS INDENTURE, Made this 25th day of June, A.D.1912, by and between Lois A. McDonald, Losia A. Jones, Lora A. Moffett and Thomas Moffett, her husband, Helen M. Sherman and W.J. Sherman, her husband, Emma C. Hamilton, Daisy B. Eastham and O.W. Eastham, her husband, Bessie Dollar, Lillian Murray and J. Murray, her husband, and Myrtle Attwell and J.W. Attwell, her husband, hereinafter called the parties of the first part, and Donald G. McRae, of Portland, Oregon, hereinafter called the party of the second part, WITNESSETH:

That in consideration of the sum of Fourteen Hundred Dollars (\$1400.00) and other good and valuable considerations in hand paid by the party of the second part, the receipt & proof is hereby acknowledged, the parties of the first part do hereby grant, lease, demise and let unto the party of the second part, his heirs and assigns, certain lots, pieces or parcels of real property, and rights and privileges hereinafter mentioned and described or referred to, situated and located in Sections Nineteen (19), Twenty (20), Twenty-nine (29) and Thirty (30), Township