

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.

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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 and 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

Two (2) North, of Range Seven (7) East, of Willamette meridian, in the County of Skamania, and State of Washington, for the term of ten years from the first day of June, A.D. 1912, to-wit:

A strip of land fifty (50) feet in width for a right of way, to be located by said party of the second part, his heirs or assigns, on either side of Hamilton Creek, Greenleaf Slough and Hamilton Slough, between the banks of said creek and sloughs and two hundred and fifty (250) feet distant therefrom and parallel therewith on either side of same, commencing at the bank on either side of said Hamilton Creek where it enters the north line of the S.M. Hamilton Donation Land Claim, in Township Two (2) North, of Range Seven (7) East, of Willamette Meridian, and running the length of said creek to its confluence with Greenleaf Slough (excepting that portion thereof granted to the S., P. & S. Ry. Co. for a right of way), and running the length of said Greenleaf Slough from said point to its confluence with said Hamilton Slough, and on said Hamilton Slough to the west line of said Hamilton Donation Land Claim, and running the length of said Hamilton Slough between its south bank and two hundred and fifty (250) feet distant therefrom and parallel therewith to its mouth where it enters the Columbia River; that is to say, said right of way shall be located by said party of the second part, his heirs or assigns, on one side or other of said Hamilton Creek and Greenleaf Slough and Hamilton Slough within two hundred and fifty (250) feet from the banks of said streams, except that the said party of the second part, his heirs or assigns, may in the event it is found necessary or convenient, cross and re-cross said streams, or either of them, and bridge the same, the intention being hereby to grant a right of way fifty (50) feet in width only and not to confine same to one side of said streams; also a strip of land for a right of way fifty (50) feet in width on, over, across and through the north half of said Donation Land Claim, to be located by said party of the second part, his heirs or assigns, at a point between the north line of said Donation Land Claim and the county road running through said Donation Land Claim; the parties of the first part reserving the right to use said rights of way for electric power, telephone or telegraph lines and to cross the same at any one or more points, but said use, rights and privileges, so reserved shall not interfere with the use of said rights of way, or either of them, by said party of the second part, his heirs or assigns.

Said rights of way, or any or all of them, shall be used for roads, logging roads, chutes, machinery and appliances and other purposes suitable and convenient to said party of the second part, his heirs or assigns, to be located on said described and mentioned parcels of real property as said party of the second part, his heirs or assigns, may determine, together with the right to enter on and upon said land and premises and construct, operate and maintain thereon during the full term of said period, wagon roads, skidroads, logging camps, chutes, logging roads, railroads, flumes and other appliances that may be found necessary, suitable or convenient by the said party of the second part, his heirs or assigns, and at the end or other sooner determination of this lease, to remove all tracks and property

of every kind, nature and description off and from said premises and rights of way: Said right of way or rights of way, or either of them, upon being located, laid out or surveyed by the party of the second part, his heirs or assigns, shall not thereafter be changed.

Also, the right to the use of said Greenleaf Slough and Hamilton Slough, commencing at a point where said Greenleaf Slough enters the easterly line of said S.M. Hamilton Donation Land Claim and running the length of said sloughs to the mouth of said Hamilton Slough where it enters the Columbia River, for the purpose of carrying, transporting, rafting and floating logs, timber, ties, shingles, supplies, lumber and forest products of every kind, nature and description, and for said purposes, or any of them, to have free egress and ingress on and along the banks of said sloughs and the use of said banks for said purposes, or any of them.

In the event it shall be necessary to cut and remove any timber on said premises in making or preparing said rights of way, or either of them, the same shall be paid for by the party of the second part, his heirs or assigns, at the rate of Two Dollars (\$2.00) per thousand feet, board measure, for merchantable timber, TO HAVE AND TO HOLD the said premises, rights of way, rights and privileges with the appurtenances unto the party of the second part, his heirs or assigns, from the first day of June, 1912, for and during the full term of ten years thence next ensuing and fully to be complete and ended.

And the parties of the first, for themselves, and their heirs and assigns, covenant and agree to and with the party of the second part, that he may assign this lease and let, sublet or underlet the whole or any part of said rights of way, rights and privileges and rights therein to any person or persons, or party or parties.

And the parties of the first part do hereby covenant and agree that the party of the second part, his heirs and assigns, shall and may at all times during said term, peaceably and quietly have, hold and enjoy the said premises without any manner or let, suit, trouble or hindrance of any from the parties of the first part.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals to this instrument, executed in duplicate, the day and year first above written.

Signed, Sealed and Delivered in
the Presence of Us as Witnesses:

Ellis Jennings } as to L.A. McD.
T.H. Ward }

Lois A. McDonald (Seal)

T.H. Ward
John A. McQuinn

Lois A. Jones (Seal)

T.H. Ward
C.J. Clement

Lora A. Moffett (Seal)
Thomas Moriatt (Seal)

T.H. Ward
H. Dennison

Helen M. Sherman (Seal)
W.J. Sherman (Seal)

A.C. Skaling; Witness to J.B. Murray
J.A. Harvey) and Lillian Murray

Lillian Murray (Seal)
J. Bruce Murray (Seal)

Witness: A.M. Dollar

Emma C. Hamilton (Seal)

Louise Hopp
C. Schuebel

Daisy B. Eastham (Seal)
O.W. Eastham (Seal)

Witness: A.M. Dollar

Bessie Dollar (Seal)

" I.M. Walker)

T.H. Ward) -----

Myrtle Attwell (Seal)

H. Dennison
T.H. Ward

J.W. Attwell (Seal)

H. Rörter
T.H. Ward

Donald G. McRae (Seal)

State of California)
City and County of) ss.
San Francisco)

I, M.V. Collins, a Notary Public in and for said city and county, do hereby certify that on this 25th day of June, A.D.1912, personally appeared before me, Bessie Dollar and Emma C. Hamilton, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

M.V. Collins

My Commission Expires
April 14th 1913.

Notary Public for the City and County of
San Francisco, State of California, residing
at San Francisco therein.

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

I, T.H. Ward, a Notary Public in and for said state, do hereby certify that on this 1st day of July, A.D.1912, personally appeared before me Losia A. Jones and Lora A. Morrett and Thomas Morrett, her husband, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

T.H. Ward

My Commission expires December
5, 1912.

Notary Public for the State of Oregon,
Residing at Portland therein

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

I, T.H. Ward, a Notary Public in and for said state, do hereby certify that on this 29th day of June, A.D.1912, personally appeared before me Lois A. McDonald, Helen M. Sherman and W.J. Sherman, her husband, and Myrtle Attwell and J.W. Attwell, her husband, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

T.H. Ward

My Commission Expires
December 5, 1912.

Notary Public for the State of Oregon,
Residing at Portland therein.

Dominion of Canada
Province of British Columbia. } ss.

I, James Albert Harvey, a Notary Public in and for said Dominion and Province do hereby certify that on this 8th day of July, A.D. 1912, personally appeared before me J.B. Murray & Lillian Murray his wife to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

J.A. Harvey

Notary Public for British Columbia
residing at Vancouver, B.C.

State of Oregon, }
County of Clackamas } ss.

I, C. Schuebel, a Notary Public in and for said state, do hereby certify that on this 13th day of July, A.D. 1912, personally appeared before me O.W. Eastham and Daisy B. Eastham to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

C. Schuebel

My Commission Expires
March 2, 1914.

Notary Public for the State of Oregon,
residing at Oregon City therein.

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

I, T.H. Ward, a Notary Public in and for said County and State, do hereby certify that on this 12th day of July, A.D. 1912, personally appeared before me Donald G. McRae, a bachelor, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARIAL SEAL)

T.H. Ward

My Notarial Commission
Expires December 5, 1912.

Notary Public for the State of Oregon,
Residing at Portland therein.

Filed for record by T.H. Ward on July 16, 1912 at 1:15 P.M.

A. Fleischhauer,

County Auditor.

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