

DONALD G. McRAE to HAMILTON CREEK RAILROAD COMPANY.

THIS INDENTURE, Made this 18th day of April, A.D.1913, by and between Donald G. McRae, party of the first part, and Hamilton Creek Railroad Company, a Washington corporation, party of the second part, WITNESSETH:

That in consideration of the sum of Fourteen Hundred Dollars (\$1400.00), and other good and valuable consideration, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant, lease, demise and let unto the party of the second part, its successors 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, Range Seven (7) East, of the Willamette Meridian, in the County of Skamania, State of Washington, for the term of Ten (10) 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, its successors and assigns, on either side of Hamilton Creek, between the banks of said creek 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 the Willamette Meridian, and running Southeasterly with said creek to a point North of the county road, and thence westerly through the North half of said Donation Land Claim to a point between the North line of said Donation Land Claim and said County Road; that is to say, said right-of-way shall be located by said party of the second part, its successors and assigns, on one side or other of said Hamilton Creek within two hundred and fifty (250) feet from the bank of said stream, except that the said party of the second part, its successors and assigns, may in the event it is found necessary or convenient, cross and re-cross said stream, 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 stream, the party of the first part reserving the right to use said rights-of-way for electric power, telephone or telegraph line, 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, its successors 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, its successors or assigns, to be located on said described and mentioned parcels of real property as said party of the second part, its successors 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, skid roads, 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, its successors 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, its successors or assigns, shall not thereafter be changed.

It is further understood and agreed that the party of the first part shall have crossing rights over and across said rights-of-way, with the right to cross and re-cross same, but shall not thereby interfere with the use of said rights-of-way by said party of the second part, its successors and assigns.

In the event it shall be found 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, its successors 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, its successors or assigns, from the first day of June, 1912, for and during the full term of Ten (10) years thence next ensuing and fully to be complete and ended.

And the party of the first part, for himself and his heirs and assigns, covenants and agrees to and with the party of the second part, its successors and assigns, that it 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.

It is understood and agreed that the party of the first part does not undertake to warrant and defend the rights and privileges herein made and granted to the party of the second part, its successors and assigns, but whatever right and privileges are given herein are based on a certain lease entered into on the 25th day of June, A.D. 1912, between Lois A. McDonald and others and the party of the first part herein, and in giving this lease he merely quitsclaims whatever right or interest he may have in and to said rights, property and privileges demised and leased hereby.

IN WITNESS WHEREOF, the said Donald G. McRae has hereunto set his hand and seal, and said Hamilton Creek Railroad Company has caused this instrument to be executed in duplicate by its President and Secretary thereunto duly authorized, and its corporate seal to be affixed, the day and year first above written.

Donald G. McRae (Seal)

Hamilton Creek Railroad Company,
By E.H. Dodge, President.

(CORPORATE SEAL)

Hamilton Creek Railroad Company,
By H.J. Babcock, Secretary.

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 21st day of April, A.D. 1913, personally appeared before me, Donald G. McRae, 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.

Given under my hand and official seal this 21st day of April, A.D. 1913.

T.H. Ward

(NOTARIAL SEAL) Notary Public for the State of Oregon,
My commission Expires December 4, 1914, residing at Portland the said.

Filed for record by F.A. Kribs on January 7, 1914 at 8:30 A.M.

H. Swisher,
County Auditor.

1951