

J.P.GRENIA TO HAMILTON CREEK RAILROAD COMPANY.

THIS AGREEMENT, Made and entered into this 8th day of May, 1913, between J.P. Grenia and Ella Grenia, his wife, of Skamania County, State of Washington, parties of the first part, hereinafter referred to as the Vendors and HAMILTON CREEK RAILROAD COMPANY, a Washington corporation, party of the second part, hereinafter referred to as the Purchaser, WITNESSETH:

That for and in consideration of the payment this day made to the Vendors by the said Purchaser, as hereinafter set out, and in consideration of the further payment to be made under this agreement, as hereinafter set out, and in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is agreed by and between said parties as follows:

FIRST: The said Purchaser does hereby pay to the said Vendors the sum of \$750.00, receipt of which said sum is hereby acknowledged by said Vendors; and said Purchaser agrees to pay to said Vendors on or before six months from this date, the further sum of \$750.00.

Second: Said Vendors do hereby grant, bargain, sell and convey unto the said Purchaser, a strip of land fifty (50) feet in width, being twenty-five (25) feet on each side of the center line of the railroad of Hamilton Creek Railroad Company, as now staked out and located over and across the land of the said Vendors in Section 19, Township 2 North, Range 7 East of Willamette Meridian, Skamania County, Washington, subject, however, to such necessary revisions of line as may be made, together with any and all additional widths that may be necessary to catch the slopes of the excavations and embankments of said railroad. To have and to hold the said strip of land to the said Purchaser for the term of fifteen (15) years from and after the date of this agreement, and the same to revert to the said Vendors at the expiration of said fifteen year period.

THIRD: Said Vendors do hereby grant, bargain, sell and convey unto the said Purchaser, a strip of land not exceeding fifty (50) feet in width, to be used for a connecting track between the right of way of the Spokane, Portland & Seattle Railway Company and the right of way of Hamilton Creek Railroad Company, hereinabove described; also a certain tract of the said Vendors' land to be used for shops, engine houses, warehouses, camps, and other terminal and railroad purposes, the said portion of land so to be occupied being bounded and described as follows, to-wit:

The East boundary is a line extending North and South 175 feet West of the Vendors' present dwelling house, and extending from a point on the North right of way line of the Spokane, Portland & Seattle Railway Company to a point on the South right of way line of the Hamilton Creek Railroad Company. The North boundary line of said tract is the South boundary line of the right of way of said Hamilton Creek Railroad Company. The West boundary line of said tract is the West boundary line of the Vendors' land. The South boundary line of said tract is the North line of the right of way of said Spokane, Portland & Seattle Railway Company.

To have and to hold the same to the said Purchaser for a period of fifteen (15) years from the date hereof, it being understood that at the expiration of said fifteen year period, the said land shall revert to the said Vendors.

FOURTH: If said Purchaser shall cut any merchantable timber from the lands covered by this agreement, the said Purchaser shall pay to the said Vendors two dollars (\$2.00) per thousand feet, board measure, for such timber, the timber so cut to be the property of the Purchaser.

FIFTH: It is understood that said railroad shall be constructed so as not to interfere with the spring now used by said Vendors for water supply, and it being further understood that the said Vendors may lay all necessary water pipes under the track and right of way of said Purchaser.

SIXTH: This agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the said Vendors have hereunto set their hands and seals, and the said Purchaser has caused its corporate seal to be hereunto affixed, and these presents to be executed by its President and Secretary thereunto duly authorized, the day and year first above written.

It is further agreed by the Purchaser that it will give to the Vendors any right of ways across the land mentioned in paragraph third, provided these right of ways do not interfere with or hinder the work of the purchaser. H.J.B. J.P.G.

J.P.Grenia (Seal)

Ella Grenia (Seal)

HAMILTON CREEK RAILROAD COMPANY
By E.H.Dodge President.

HAMILTON CREEK RAILROAD COMPANY
By H.J.Babcock Secretary.

STATE OF WASHINGTON)
: ss.
County of Skamania.)

BE IT REMEMBERED That on this 12 day of May, 1913, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named J.P.Grenia and Ella Grenia, his wife, 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 last above written.

Mason G. Pifer

(Notarial Seal)
Commission expires Nov.16,1914.

Notary Public in and for the State of Washington.

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

H. Swisher,

County Auditor.

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