

Time is the essence of this agreement, and in case the party of the second part shall fail to deliver to the said party of the first part, the said wood within the time herein specified, the party of the first part shall have the right to enter the premises wherein this party of the second part has the donkey stored or kept, and take possession of the said donkey engine, the same as if this agreement had not been made, and it is further understood and agreed that in case the party of the second part shall have delivered a part of the said wood and fails to deliver the balance within the ninety days, and the party of the first shall have taken possession of the said donkey engine, all wood so delivered shall be kept by the party of the first part as liquidated damages.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands in triplicate, this day of May, 1930.

Executed in the presence of:

K. K. Kelso
Maunite Kelso
Witnesses

R. J. Kelso, party of the first part

G. A. Taylor, Party of the second part

Filed for record May 20, 1930 at 1:15 o'clock P. M.

G. J. Chesser, Co. Auditor.

#16

SPOKANE, PORTLAND AND SEATTLE RY. CO. TO EARL C. BUTLER

THIS AGREEMENT made this 25th day of April 1930, between SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a corporation, hereinafter called the "Railway Company," and Earl C. Butler, an unmarried man, of Portland, Multnomah County, Oregon.

WHEREAS THE Railway Company acquired a right of way over real estate situated in the County of Skamania, State of Washington, over and across that part of the S. M. Hamilton Donation Land Claim lying in Sections Nineteen (19) and twenty (20) Township two (2) North Range Seven (7) East of Willamette Meridian, by deed dated March 28, 1906, wherein the Portland and Seattle Railway Company was named as grantee and the grantors were Mary J. Hamilton, J. A. Hamilton, Daisy B. Eastham, Helen M. Sherman, Lora A. Moffett, Lois A. McDonald, William J. Hamilton and Josia A. Jones, which deed was recorded in the record of the County Auditor of said county of the 5th day of April, 1906 at 1:15 o'clock P. M. in Book I of Deeds at page 539; and the Railway Company is the successor in interest of said Portland and Seattle Railway Company; and

WHEREAS by said deed it was provided that the Railway Company should provide private grade road crossings across said strip of land at two practicable points, one on the east side of Greenleaf Slough and one on the west side thereof; and

WHEREAS the above named Earl C. Butler has succeeded to the interest of the grantors above named in and to the land abutting the said right of way covered by said deed and is now the owner in fee of said abutting land, Now, Therefore, it is agreed as follows:

1. Said Earl C. Butler hereby released the Railway company from the obligation set forth in said deed to construct a private grade crossing on the east side of Greenleaf Slough and as a consideration for said release the Railway Company grants to said Earl C. Butler the right to use as a private undercrossing a location under Bridge No. 47-0 of the Railway Company east of Hamilton Creek upon the right of way conveyed by said deed.

2. The Railway Company shall perform the work of constructing said undercrossing at its own expense.

3. It is understood that the right to use said undercrossing shall not be assigned by said Earl C. Butler except as an incident to the transfer of title to the abutting land; provided, however, that the term "transfer of title" shall include a lease by said Earl C. Butler of said land. The term "abutting land," as used herein, shall be understood to include that land which is the subject of said deed of March 28, 1906, hereinbefore referred to, title to which is now in said Earl C. Butler, and to subdivisions thereof.

In Witness Whereof, this agreement has been executed in duplicate the day and year first above written.

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

(W.H.M)

SPOKANE, PORTLAND AND SEATTLE RAILWAY
COMPANY

Witnesses:

By A. F. Turner, President

O. W. Eastham

Attest: W. H. Marsh, Secretary.

J. C. Daries

Earl C. Butler (Seal)

STATE OF OREGON,)
County of Multnomah) ss

On this 7th day of May, 1930 before me appeared W. F. Turner and W. H. Marsh both to me personally known, who being duly sworn, did say that he, the said W. F. Turner is the President, and he, the said W. H. Marsh is the Secretary of Spokane, Portland and Seattle Railway Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W. F. Turner and W. H. Marsh acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof I have hereunto set my hand and affixed my official seal, this the day and year first in this, my certificate, written.

(Notarial Seal)

Hugo Wunderlien, Notary Public
in and for said county and State. My com-
mission expires February 24, 1932.

STATE OF OREGON)
County of Multnomah) ss

BE IT REMEMBERED, That on this 23d day of April A. D., 1930 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Earl C. Butler who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(notarial Seal)

O. W. Eastham, Notary Public
for Oregon.. My Commission expires Mar. 6, 1934.

Filed for record May 28, 1930 at 11:30 o'clock A. M.
Note: The following appears on page 2 of said agreement:
Approved A. J. Davids, General Manager
Correct J. C. Daries, Right of Way Agent
Approved as to Description A. J. Witchell, Chief Engineer
Approved as to form C & K

G. C. Chessier
G. C. Chessier Co. Auditor.
G. C. Chessier Dep.