

JACK KIRK
GEO. WESCOTT
EUNICE FIRMAN
ABRIE MEASHAW
DORSEY S. WALTON
WM MEASHAW
W. A. FIRMAN
AMOS MILLER

FILED FOR RECORD APRIL 24, 1926, AT 3 O'CLOCK P.M. BY E. M. COOK

Will A. Mitchell
COUNTY AUDITOR

By Deputy

S. P. & S. RY. CO. TO SKAMANIA COUNTY

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, A CORPORATION, HEREINAFTER CALLED THE "RAILWAY COMPANY" IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED TO BE KEPT AND PERFORMED BY SKAMANIA COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, HEREINAFTER CALLED THE "LICENSEE," DOES HEREBY PERMIT THE LICENSEE TO CONSTRUCT, INSTALL OR PLACE AND TO MAINTAIN AND USE THE FOLLOWING (HEREINAFTER REFERRED TO AS "SAID IMPROVEMENTS"), TO-WIT:

A ROADWAY, 10 FEET IN WIDTH, TO BE CONSTRUCTED UPON THE RAILWAY COMPANY'S RIGHT OF WAY IN LOT 1 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, SAID ROADWAY TO EXTEND FROM THE WEST LINE OF SAID LOT 1 IN AN EASTERLY DIRECTION A DISTANCE OF 939 FEET, MORE OR LESS, TO A POINT OPPOSITE ENGINEER'S STATION 765+81; THE LOCATION OF SAID ROADWAY BEING SHOWN IN RED ON BLUE PRINT MAP HERETO ATTACHED AND MADE A PART HEREOF.

THIS PERMIT IS GRANTED UPON THE FOLLOWING CONDITIONS:

1. ALL WORK OF CONSTRUCTING AND MAINTAINING SAID IMPROVEMENTS SHALL BE DONE, BY AND AT THE EXPENSE OF THE LICENSEE, IN A MANNER SATISFACTORY TO THE RAILWAY COMPANY OR ITS DULY AUTHORIZED REPRESENTATIVES, AND SO THAT IT WILL NOT INTERFERE WITH THE USE BY THE RAILWAY COMPANY OF ITS TRACKS, RIGHT OF WAY OR OTHER PROPERTY, AND SO AS TO CONFORM WITH ALL STATE AND MUNICIPAL LAWS AND THE RULES AND REGULATIONS OF THE PUBLIC SERVICE COMMISSION OF THE STATE HAVING JURISDICTION THEREOVER.

2. IF THE RAILWAY COMPANY SHALL AT ANY TIME FIND IT NECESSARY OR CONVENIENT TO MAKE ANY CHANGE IN ITS GRADE, ALIGNMENT, TRACKS OR OTHER PROPERTY, THE LICENSEE SHALL, UPON NOTICE, MAKE SUCH CHANGES IN THE LOCATION OR CONSTRUCTION, OR BOTH, OF SAID IMPROVEMENTS AS MAY, IN THE OPINION OF THE CHIEF ENGINEER OF THE RAILWAY COMPANY, BE NECESSARY TO CONFORM TO THE CHANGES MADE OR TO BE MADE BY THE RAILWAY COMPANY, SUCH CHANGES IN THE LOCATION OR CONSTRUCTION OF SAID IMPROVEMENTS TO BE MADE WITHOUT COST OR EXPENSE TO THE RAILWAY COMPANY AND TO THE SATISFACTION OF THE CHIEF ENGINEER OF THE RAILWAY COMPANY.

3. THE LICENSEE HEREBY ASSUMES ALL RISK OF INJURY TO PERSONS OR DAMAGE TO PROPERTY IN ANY MANNER RESULTING FROM THE CONSTRUCTION, MAINTENANCE, USE OR REMOVAL OF SAID IMPROVEMENTS, AND HEREBY AGREES TO INDEMNIFY AND SAVE HARMLESS THE RAILWAY COMPANY FROM ANY AND ALL LOSS, COST, DAMAGE OR EXPENSE CAUSED BY OR RESULTING FROM ANY SUCH INJURY TO PERSONS OR DAMAGE TO PROPERTY.

4. THIS PERMIT MAY BE TERMINATED BY EITHER PARTY AT ANY TIME ON THIRTY DAYS' NOTICE IN WRITING, SUCH NOTICE TO BE SUFFICIENT IF DEPOSITED IN THE UNITED STATES POST OFFICE BY THE RAILWAY COMPANY AND ADDRESSED TO THE LICENSEE AT STEVENSON,

WASHINGTON OR IF DEPOSITED IN THE UNITED STATES POST OFFICE BY THE LICENSEE AND ADDRESSED TO THE RAILWAY COMPANY AT PORTLAND, OREGON, AND THIRTY DAYS FROM THE MAILING THEREOF ALL RIGHTS HEREIN GRANTED SHALL TERMINATE AND CEASE, AND THE LICENSEE SHALL REMOVE SAID IMPROVEMENTS FROM THE PROPERTY OF THE RAILWAY COMPANY WITHOUT COST OR CHARGE TO THE RAILWAY COMPANY; PROVIDED, HOWEVER, THAT IF THE LICENSEE SHALL FAIL TO PERFORM ANY AND ALL AGREEMENTS HEREIN CONTAINED THE RAILWAY COMPANY MAY IMMEDIATELY TERMINATE THIS PERMIT, AND UPON THE TERMINATION OF THIS PERMIT, AS IN EITHER CASE ABOVE PROVIDED, THE LICENSEE SHALL RESTORE THE RIGHT OF WAY, TRACKS OR OTHER PROPERTY OF THE RAILWAY COMPANY TO THEIR FORMER CONDITION, AND TO THE SATISFACTION OF THE CHIEF ENGINEER OF THE RAILWAY COMPANY.

5. IN THE EVENT THAT THE LICENSEE SHALL FAIL OR REFUSE TO PERFORM ANY OF THE WORK TO BE PERFORMED HEREUNDER BY SAID LICENSEE THEN THE RAILWAY COMPANY MAY PERFORM SUCH WORK AND THE COST THEREOF SHALL BE PROMPTLY PAID TO THE RAILWAY COMPANY BY THE LICENSEE.

6. IT IS UNDERSTOOD THAT THE RIGHTS HEREIN GRANTED ARE PERSONAL TO THE LICENSEE AND SHALL NOT BE ASSIGNED OR TRANSFERRED WITHOUT THE WRITTEN CONSENT OF THE RAILWAY COMPANY FIRST OBTAINED.

IN WITNESS WHEREOF, THIS PERMIT HAS BEEN EXECUTED IN DUPLICATE BY THE PARTIES HERETO THIS 12TH DAY OF MAY, 1926.

WITNESSES:

G. A. VERMILLION As to RAILWAY
COMPANY

L. G. KICCHUM

NELL A. MICHELL As to LICENSEE

RAYMOND C. SLY

SPOKANE, PORTLAND AND SEATTLE
RAILWAY COMPANY,

BY W. F. TURNER
PRESIDENT.

SKAMANIA COUNTY

BY G. M. HAZARD

BY W. BUTLER

BY I. R. ZIEGLER LICENSEE
BOARD OF COMMISSIONERS
COUNTY

FILED FOR RECORD SEPTEMBER 16, 1926, AT 3 O'CLOCK P.M. BY NELL A. MICHELL, AUDITOR

Nell A. Michell
COUNTY AUDITOR
BY Edy. P. Michell
DEPUTY

LETA RUTH HASELTON ET VIR TO FLORA MAY HUNTER ET VIR

KNOW ALL MEN BY THESE PRESENTS, THAT I, L. R. HASELTON AND R. H. HASELTON, HER HUSBAND, IN CONSIDERATION OF THE SUM OF ONE DOLLAR TO THEM IN HAND PAID BY FLORA MAY HUNTER AND J. R. HUNTER, WIFE AND HUSBAND, DO HEREBY REMISE AND RELEASE UNTO THE SAID PARTIES OF THE SECOND PART AND TO THEIR HEIRS AND ASSIGNS, ALL OF THE RIGHTS ACQUIRED BY SAID FIRST PARTIES UNDER AND BY VIRTUE OF THAT CERTAIN AGREEMENT DATED THE 8TH DAY OF DECEMBER 1925 MADE AND EXECUTED BY THE PARTIES OF THE SECOND PART HEREIN UNTO THE PARTIES OF THE FIRST PART HEREIN AND RECORDED IN THE OFFICE OF THE COUNTY AUDITOR OF SKAMANIA COUNTY, WASHINGTON, ON THE 23D DAY OF JANUARY 1926 AT PAGE 36 OF BOOK 3 OF AGREEMENTS AND LEASES, RECORDS OF SAID COUNTY, IT BEING THE INTENT HEREBY TO DISCHARGE AND RELEASE THE PREMISES DESCRIBED IN SAID CONTRACT, TO-WIT :