

Compared

(3674)

BOOK

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THIS INDENTURE, made this eighteenth day of March A.D. 1908, between Daniel L. McQuarrie and Grace McQuarrie, his wife, parties of the first part, and the Chicago, Milwaukee & St. Paul Railway Company of Montana, a corporation of the State of Montana, party of the second part, WITNESSETH:

That said parties of the first part for and in consideration of Ten and no/100 Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do sell, grant, remise and release and forever quit-claim unto the said party of the second part, its successors and assigns, forever, all that certain strip, belt or piece of land, lying and being in Missoula County, Montana, particularly described as follows, to-wit:

A strip, belt or piece of land, one hundred (100) feet wide, being fifty (50) feet of such width on each side of the center line of the railway of said party of the second part, as the same is now located, established and staked out over and across from the South side to the North side of the Northwest quarter (NW $\frac{1}{4}$) of Section No. Two (2), Township No. Eleven (11), North, Range No. seventeen (17) West, Montana Principal Meridian. Said center line being more particularly described as beginning at a point on the North line of the said Northwest quarter (NW $\frac{1}{4}$) of said Section No. Two (2), Nine hundred ninety-five (995) feet east of the Southwest corner of Section No. Thirty-five (35) in Township No. Twelve (12) North, Range No. Seventeen (17) West, Montana Principal Meridian, thence on a tangent line South twenty degrees fifty minutes (20° 50') east to a point on the South line of said Northwest quarter (NW $\frac{1}{4}$) of said Section No. Two (2) Township and range aforesaid, a distance of thirty one hundred (3100) feet (more or less) and containing seven and thirteen hundredths (7.13) acres (more or less).

The said parties of the first part herein to give immediate possession of said above described strip of land, they reserving and excepting from this conveyance all building and trees growing standing or being upon the same, and agree to remove at their own cost and expense all of said building, trees and improvements on or before the 18th day of April 1908.

And with the right to the said party of the second part, its successors and assigns, to protect any cuts which may be made on said lands, by erecting on both sides thereof and within one hundred and fifty feet from said center line, portable snow fences, PROVIDED, HOWEVER, that such fences shall not be erected before the fifteenth day of October of each year, and shall be removed on or before the first day of April of the year ensuing their erection. The parties of the first part, for themselves and their heirs, executors, administrators and assigns, forever. And said parties of the first part, for themselves and for their heirs and assigns, covenant and agree that said grant is upon no other consideration than that named herein, that neither said party of the second part nor its agents have made any agreement, promise or condition, verbal or written, for or relating to any crossing, passageway or other privilege, over, across or under said railway, except as herein provided, and said parties of the first part hereby releases all damages and claims thereto to all their other lands by reason of the location, construction and operation of a railway over and upon the premises hereby conveyed, to the same extent as if this land were taken under the exercise of the right of Eminent Domain; and it is further understood and agreed that the party of the second part will put a culvert in its road-bed about six hundred feet east of the present head-gate of the parties of the first part, which shall be three (3) feet square and such other culverts as shall be necessary to protect the water rights and the water ditches of said parties of the first part, also one wagon crossing to be put over said railroad where agreed.

TO HAVE AND TO HOLD, all and singular the said premises together with the appurtenances, unto the said second second party and to its successors and assigns, forever, except as aforesaid.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals this

- ----day of March 1908.

Daniel L. McQuarrie (SEAL)

Grace McQuarrie (SEAL)

Signed, Sealed and Delivered
in the presence of:

State of Montana ss.
County of Missoula

On this the 18th day of March in the year 1908, before me, Henry C. Stiff, a Notary Public in and for Missoula County, Montana, personally appeared Daniel L. McQuarrie and Grace McQuarrie, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Missoula, this the day and year hereinabove written.

(SEAL)

Henry C. Stiff
Notary Public in and for
Missoula County, Montana.

*I Certify that I received and filed
this instrument for record on the
22nd day of April
1908, at 9:42 clock, A.M.*

W.H. Smith
County Recorder.

Compared.

(3675)

THIS INDENTURE, made this 29th day of February, A.D. 1908, between the WESTERN LUMBER COMPANY, a corporation organized and existing under and by virtue of a compliance with the laws of the State of Montana, and doing business in the County of Silver Bow, State of Montana, the party of the first part, and the Chicago, Milwaukee & St. Paul Railway Company of Montana, a corporation of the State of Montana, party of the second part, WITNESSETH:

That the said party of the first part for and in consideration of Ten Dollars (\$10.00) lawful money of the United States of America to it in hand paid by the said party of the second part receipt whereof is hereby acknowledged, has granted, bargained sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns forever, all that certain strip, belt or piece of land, lying and being in Missoula County, Montana, particularly described as follows, to-wit:

All that certain portion of the North half (N $\frac{1}{2}$) of section No. seven (7) township No. Fourteen (14) north, Range No. twenty two (22) west of the Principal Meridian of Montana, lying northerly of a three degree curve line drawn parallel to and distant 75 feet southerly, measured at right angles from the center line of the railway of the Chicago, Milwaukee & St. Paul Railway Company of Montana, as the same is now surveyed, located, established and staked out upon the ground over and across said above described tract of land, and containing 1.43 acres of land, more or less.

And also a strip, belt or piece of land one hundred (100) feet in width having fifty (50) feet of such width on each side of the center line of the railway of said Railway Company as the same is now surveyed, located, established and staked out upon the ground over and across from the east side of the northwest quarter (NW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section No. Twenty-eight (28) township No. Fifteen (15) North, Range No. Twenty-two (22) West of the Montana Meridian, to the south line of the southeast quarter (SE $\frac{1}{4}$) of section No. twenty-nine (29) township and range aforesaid.

And also two strips of land each fifty (50) feet in width, one lying southerly, the other northerly of the said hereinabove described one hundred (100) feet wide strip of right of way contiguous thereto and extending easterly from a straight line drawn at right angles to the center line of the said railway through Station No. 600 of the survey of said Company, to the east line of said