

Wilder to Blyea

This Indenture made this 19. day of June 1908 by and between J. H. Wilder and Stella B. Wilder his wife, of the County of Skamania State of Washington and S. J. Blyea of Wallowa County, State of Oregon, Ultrastate! This in consideration of the covenants hereinafter contained on the part of the said S. J. Blyea to be kept and performed by him, the said J. H. Wilder and Stella B. Wilder, his wife, do hereby lease, grants and let unto the said S. J. Blyea, his heirs, executors, administrators and assigns, the following described tract and pieces of real estate, to-wit: a strip of land being sufficiently wide to contain one single track Standard gauge Logging Ry over, through and across our farm in Skamania County State of Washington, the same being N 8 $\frac{1}{4}$ of Sec. 26 Township (2) two North Range; (3) five bush W.M., and strip of land to be used as a right of way upon which to construct and operate a logging railroad, the same to be sufficiently wide to contain and operate a single track Standard gauge Logging Ry, as the same is now located and constructed over, through and across said farm aforesaid. To have and to hold the same to the said S. J. Blyea, his executors, administrators and assigns, for the term of fifteen years, from the 19th day of June 1908, the said S. J. Blyea his heirs, executors administrators and assigns paying therefore the sum of ~~one thousand~~ \$750 dollars in gold coin, the said sum of five dollars being fully paid payment for the first and fifteen years from date. It is agreed however that upon the termination of said lease by expiration of the time herein limited, that the said S. J. Blyea, his heirs, executors administrators and assigns, unless said lease is continued in force for a longer period will remove the said railroad with all ties and other railroad property from said premises. And it is further agreed that if the said S. J. Blyea, his heirs, executors, administrators and assigns shall cease to operate said railroad prior to the expiration of their lease, and shall remove all railroad property from said premises that this lease shall then be considered at an end, and the said right of way immediately revert to the lessor herein. It is agreed that the right of way hereby leased becomes a part of the continuous right of way other ones which to build a railroad from the Columbia River to the timbered lands of the said S. J. Blyea, and that the same shall be appurtenant to the said timbered lands, and a sale thereof shall carry with it this right of way for the term herein fixed, and upon the terms and conditions herein stated.

In witness whereof said parties have hereunto set their hands and seals this 19th day of June 1908.

In the presence of:

J. S. Blyea

B. L. Bates

J. H. Wilder. (Seal)

Stella Wilder (Seal)

State of Washington
County of Skamania 2nd This certifies that on this _____ 1908, before me,
a Notary Public in and for said County and State personally appeared the within named
to me known to be the individuals described in and who executed
the within instrument, and they acknowledged to me that they signed and sealed
the same freely and voluntarily for the uses and purposes therein
mentioned.

In Testimony Whereof I have hereunto set my hand and seal under seal this day and year last above written.

(Signed)
F. E. Jackson
Seal.

I do attest, Notary Public for Washington
County therein.

It is further agreed that the said J. E. Blaylock shall park in all necessary cattle guards or fence said right away whenever said Waller may desire upon being given thirty days notice.

0.90 Filed for record by T. J. Blaylock on Oct 23, 1908 at 11:15 A.M.

A. Blaylock
Sealed.

F. E. Jackson to J. E. Blaylock

This Indenture made this 20. day of October 1908 by and between F. E. Jackson and Sophie Jackson, his wife, of the County of Skamania, State of Washington, and J. E. Blaylock of Multnomah County, State of Oregon, witnesseth:

That in consideration of the covenants hereinafter contained on the part of the said J. E. Blaylock to be kept and performed by him, the said F. E. Jackson and Sophie Jackson his wife, do hereby lease, demise and let unto the said J. E. Blaylock, his heirs and executors administrators and assigns, the following described tract of land to-wit:

1/8th of land being sufficiently wide to construct and operate a single or double track standard gauge logging railway over, through and across our farms in Skamania County Washington, the same being the west $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 23 Town 2 North 5 East W. M., and strips of land to be used as a right of way which to construct and operate a logging railroad, the same to be sufficiently wide to construct and operate a single or double track standard gauge logging railway as the same is now, or may hereafter be located and constructed over through and across said farm aforesaid.

To have and to hold the same to the said J. E. Blaylock, his heirs, executors, administrators and assigns for the term of fifteen (15) years, from the 20th day of October 1908 the said J. E. Blaylock, his heirs executors, administrators and assigns paying therefore the sum of Seventy five (\$75.00) Dollars in gold coin for said term of fifteen years.

It is agreed however that upon the termination of said lease by expiration of the time herein limited, that the said J. E. Blaylock, his heirs, executors, administrators and assigns unless said lease is continued in force for a longer period, will remove the said railroad iron and ties, and other railroad property from said premises.

And it is further agreed that if the said J. E. Blaylock, his heirs, executors, administrators and assigns shall cease to operate said railroad prior to the expiration of this lease, and shall remove all railroad property from said premises that this lease shall be considered at an end and the right of way immediately revert to the lessors herein.

It is agreed that the right of way hereby leased becomes a part of the contiguous