

Wilder to Olney

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 E. J. Olney of Multnomah County, State of Oregon, Whereas: That in consideration of the covenants hereinafter contained on the part of the said E. J. Olney to be kept and performed by him, the said J. H. Wilder and Stella B. Wilder, his wife, do hereby lease, demise and let unto the said E. J. Olney, his heirs, executors, administrators and assigns, the following described tract and piece of real estate, to-wit: a strip of land being sufficiently wide to construct a single track Standard gauge Logging Ry over, through and across our farm in Skamania County State of Washington, the same being N 8 1/4 of Sec. 26 Township (2) Two North Range (3) Five East W.M., said 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 construct and operate a single track Standard gauge Logging Ry, as the same is now located and constructed over, through and upon said farm aforesaid. To have and to hold the same to the said E. J. Olney, his executors, administrators and assigns, for the term of fifteen years, from the 19th day of June 1908, the said E. J. Olney his heirs, executors administrators and assigns paying therefore the sum of ~~Twenty Dollars~~ seventy five (\$75) Dollars in gold coin, the said seventy five Dollars being full payment for the said fifteen years from date. It is agreed however that upon the termination of said lease by expiration of the term herein limited, that the said E. J. Olney, 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 the railroad property from said premises. And it is further agreed that if the said E. J. Olney, 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 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 over which to build a railroad from the Columbia River to the timbered lands of the said E. J. Olney, and that this same shall be appurtenant to the said timbered lands, and a sale thereof shall carry with it the 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. E. Olney
S. L. Bates

Jos. H. Wilder. (Seal)

Stella Wilder (Seal)

State of Washington

County of Skamania

} 4 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 official seal this day and year
last above written.

(Notarial)
(Seal)

L. L. Bates, Notary Public for Washington
residing therein.

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

0.90

Filed for record by L. J. Blagie on Oct 23. 1908 at 11:15 A.M.

A. H. H. H. H.
Co. H. H. H.

F. E. Jackson to J. E. Blagie

This indenture made this 20. day of October 1908 by and between F. E. Jackson and
Sophia Jackson, his wife, of the County of Skamania, State of Washington, and J. E. Blagie of
Multnomah County, State of Oregon, witnesses.

That in consideration of the covenants hereinafter contained on the part of the said J. E. Blagie
to be kept and performed by him, the said F. E. Jackson and Sophia Jackson his wife,
do hereby lease, demise and let unto the said J. E. Blagie, his heirs and executors,
administrators and assigns, the following described tract and piece of land to-wit:
A strip of land being sufficiently wide to construct and operate a single or double track
standard gauge logging railway over, through and across our farm in Skamania County,
Washington, the same being the west $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 23 Town 2 North
5 East 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 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 and upon said farm aforesaid.

To have and to hold the same to the said J. E. Blagie, his executors, administrators
and assigns for the term of fifteen (15) years, from the 20th day of October 1908,
the said J. E. Blagie, his heirs, executors, administrators and assigns paying therefor
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. Blagie, 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. Blagie, 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 their 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 continuous