

Cape Horn Railroad Company all of my right, title and interest in and to the above contract for right of way.

E.J. Blazier.

Dated this 14th day of November 1908.

Filed for record by J.E. Blazier on December 4th 1908 at 11:45 A.M. 120

A. Fleischhauer,

County Auditor.

A.O.Krogstad to E.J. Blazier.

THIS INDENTURE made this 1st day of April 1908, by and between A.O.Krogstad a single man of the County of Skamania, State of Washington, and E.J. Blazier of Multnomah County, State of Oregon, WITNESSETH:

That in consideration of the covenants hereinafter contained on the part of the said E.J. Blazier to be kept and performed by the said A.O.Krogstad does hereby lease, demise and let unto the said E.J. Blazier 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 my farm in Skamania County, State of Washington, the same being in the $\frac{1}{2}$ of the $\frac{1}{4}$ of Sec. 11 Tp. 1 North Range 5 East W.M. said strip of land to be used as a right of way upon which to construct and operate a logging railroad, and same to be sufficiently wide to construct a single track standard gauge Logging Ry. as the same is now, or may hereafter be located and constructed over, through and upon said farm aforesaid.

TO HAVE AND TO HOLD the same to the said E.J. Blazier his executors, administrators and assigns for the term of fifteen (15) years, from the 1st day of April 1908, the said E.J. Blazier his heirs, executors, administrators and assigns paying therefore the annual rental of Two Hundred (200) Dollars in gold coin for each year during said term.

It is agreed, however, that upon the termination of said lease by expiration of the time herein limited, that the said E.J. Blazier 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 E.J. Blazier 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 annual rental payment cease, and the said right of way immediately revert to the lessors herein.

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

uous right of way over which to build a railroad from the Columbia River to the timbered lands of the said E.J. Blazier 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 it being further understood that a failure on the part of the said E.J. Blazier his executors, administrators or assigns to pay said annual rental, for any year during the term of said lease for 30 days after the same becomes due, shall operate to forfeit all his right hereunder.

It is agreed that the rental herein provided to be paid shall become due on or before July first of each year from and after the date hereof.

It is agreed on the part of E.J. Blazier that he will leave an under-track crossing which shall be eleven feet in the clear, at the point where said Logging Ry. crosses the new wagon road now being built by A.O. Krogstad.

E.J. Blazier also agrees to construct and maintain all necessary stock guards. And build all necessary fences and grade crossings. Any failure to perform the above conditions shall make this lease null and void.

IN WITNESS WHEREOF the said party has hereunto set his hand and seal this 1st day of April 1908.

In the presence of:

A.O. Krogstad (Seal)

F.C. Prindle

E.H. Prindle

State of Washington,)
County of Skamania.) ss

This Certifies, that on this 1st day of April 1908, before me, a notary public in and for said County and State personally appeared the within named A.O. Krogstad a single man to me known to be the identical individual described in and who executed the within instrument, and he acknowledged to me that he 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 Notarial seal the day and year last above written.

E.H. Prindle

(NOTARIAL)
(SEAL)

Notary Public for Washington,
residing therein at Cape Horn.

For and in consideration of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged, I, the undersigned, assign, set over and deliver to the Cape Horn Railroad Company all of my right, title and interest in and to the above contract for right of way.

E.J. Blazier

Dated this 14th day of November 1908.

Filed for record by J.E. Blazier on December 4, 1908 at 11:45 P.M.

A. Fleischhauer,

County Auditor.