

Prindle to Washington Northern Railroad Company.

This Indenture, made this 31st day of May, 1910, by and between Robert C. Prindle and Louise A. Prindle, his wife and E.H. Prindle and Frances C. Prindle, his wife, of the County of Skamania and State of Washington, hereinafter called the lessors, and the Washington Northern Railroad Company, an Oregon Corporation, hereinafter called the lessee, Witnesseth: That in consideration of one dollar, the receipt of which is hereby acknowledged, and of the surrender and cancellation of a certain lease to E.J. Blazier, recorded in Book two of Leases and Agreements, pages four and five, hereinafter referred to, and of the rental payments hereinafter provided for, and the covenants hereinafter contained on the part of the lessee, the said lessors do hereby let, demise and lease unto the said lessee, its successors and assigns, the following described tract and parcel of real estate, to wit:

A strip of land, being sufficiently wide to construct a single or double track standard gauge logging railway over, through and across the following described real property, situate in Skamania County, State of Washington, to wit: All tide and shore lands of the second class formerly owned by the State of Washington, situate in front of, adjacent to or upon that portion of the Government meander line lying in front of the following described upland:

In front of lots one (1) and two (2) section twelve (12), Township one (1) north, range five (5) east of the Willamette Meridian, also beginning at the point of intersection of the line between lots two (2) and three (3) of section twelve (12), Township one (1) north, Range five (5) east of the Willamette Meridian, with the Government meander line and running thence in front of a part of said lot three east 3.95 chains; south 33° east 3.80 chains; south 18° east 6 chains; south 45° west 2 chains; south 50 chains; south 74° east 1.50 chains, to the terminal point of this description, with a frontage of seventeen and seventy-five hundredths (17.75) lineal chains, the several descriptions together having a total frontage of seventy-one and fifty hundredths (71.50) lineal chains, more or less, measured along the meander line, according to a certified copy of the government field notes of the survey thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington; said strip of land to be used as a right of way upon which to construct and operate the railroad of the said lessee as the same is now or may hereafter be located and constructed over, through and upon the premises aforesaid; this lease being confirmatory of a lease heretofore executed to E.J. Blazier and by him assigned to the Cape Horn Railroad Company, and all rights under which pass at this time to the said lessee, which said former lease is merged herein and abrogated.

To Have and To Hold unto said lessee, its successors and assigns, for the term of Fifteen years from the 24th day of November, 1908, the said lessee, its successors and assigns, paying therefor the annual rental of one dollar 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, the said lessee, its successors 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.

It is further agreed that the annual rental herein provided to be paid shall become due on or before July 1st of each and every year, and if not paid within thirty days thereafter the said lessee, its successors and assigns, shall forfeit all rights acquired by this lease. By accepting this lease, the said lessee shall and does agree and bind itself to make the rental payments above provided for at the times and in the manner above provided, and to keep and perform all of the covenants made incumbent upon it by this indenture.

In Testimony Whereof, the said lessors have hereunto set their hands and seals this 31st day of May, 1910.

Executed in the presence of us as witnesses:  
A W. Calder  
J.E. Blazier

Robert C. Prindle (Seal)  
Louise A. Prindle (Seal)  
E. H. Prindle (Seal)  
Frances C. Prindle (Seal)

State of Washington }  
County of Skamania. } ss

This Certifies that on this 31st day of May, 1910, before me, Arthur W. Calder a notary public in and for said county and state, personally appeared the within named Robert C. Prindle and Louise A. Prindle, and E.H. Prindle to me known to be the individuals described in and who executed the within instrument, and they acknowledged to me that they signed, sealed and executed 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.

Arthur W. Calder  
Notary Public for State Washington  
Residing at Vancouver therein.

(Notarial Seal)  
My commission expires March 27, 1914.

State of Oregon, }  
County of Multnomah } ss. This certifies, That on this 1st day of June, 1910, before me R.E. Moody, a Notary Public in and for said County and State personally appeared the within named Frances C. Prindle, wife of E.H. Prindle, to me known to be the individual described in and who executed the within instrument and who acknowledged to me that she signed, sealed and executed 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.

R.E. Moody,  
(Notarial Seal) Notary Public for the State of Oregon, residing at Portland, therein  
Filed for record by Veazie & Veazie on June 7, 1910 at 8:15 A.M.  
A. Fleischhauer, Co. Auditor.