

Miller to Blazier.

THIS INDENTURE, made this 16th day of May 1908, by and between Millie Miller and James H. Miller, husband and wife, of Skamania County, Washington, parties of the first part, and J.E. Blazier, of Multnomah County, Oregon, party of the second part, WITNESSETH: That in consideration of the covenants hereinafter contained on the part of the said J.E. Blazier, his heirs, executors administrators and assigns, to be kept and performed, the parties of the first part do hereby lease, demise and let unto the said J.E. Blazier, his heirs, executors, administrators and assigns, the following described tract of land situated in Skamania County, Washington, to-wit: A strip of land sufficiently wide to construct a single track standard gauge logging railroad, not exceeding ten feet on each side of the center line of the proposed logging railroad, as now located and proposed to be constructed over and across the southwest quarter of section Two (2) Township One (1) North of Range Five (5) East Will. Mer., and the southwest quarter of the northwest quarter of said Section Two (2), Township One (1) North of Range Five (5) East Will. Mer., said railroad to be constructed as now located, and as shown by the heavy red line on the annexed map, but this instrument to lease right of way only over such parts of the land above described as are now owned by the first parties or by either of them.

It is further agreed that the party of the second part, and his assigns, will construct and maintain a fence, one on each side of the right of way hereby leased. The fence to be constructed of ordinary mesh wire to be selected by the first parties, and to be at least three feet high, with two wires of barbed wire in addition on top of the mesh wire, and is to be maintained during the entire period of this lease, or so long as the right of way is used by the party of the second part or his assigns.

It is further agreed that the party of the second part shall construct and maintain during the period of this lease at least four grade crossings on the premises above described, and at places to be designated by the first parties, with pit cattle guards, or other equally effective guards on each side of the crossing. The first parties may also use and maintain other crossings with gates as may suit their convenience, provided these crossings do not impair the strength of the road. It is further mutually agreed and understood that in the construction of the said logging road the second party will not destroy, injure or take any of the buildings on the place nor injure or destroy any portion of the orchard.

It is agreed that all fencing constructed on the place by the second party, or his assigns, shall be left on the place and become the property of the first parties when this lease, by expiration or otherwise, shall lose its full force and effect. It is further agreed that the rails used in the construction of the road, or in the operation thereof, shall not be taken away, or removed from the premises herein described, until at least five years rent has been paid. At the expiration of this lease the party of the second part and his assigns agree to remove the railroad

ties and iron from the land, and all other railroad property.

It is further agreed that if the party of the second part, or his assigns, shall cease to operate said railroad prior to the expiration of this lease, and shall remove all railroad property from the premises, that this lease shall then be considered at an end, and the annual rental payment cease, and the right of way hereby leased shall revert to the parties of the first part or their assigns, but nothing herein contained shall be so construed so as to relieve the second party or his assigns from paying at least five years annual rental, or One Thousand Dollars (\$1000.00), and no rails or ties to be removed until said payment is made. It is further agreed that the right of way leased hereby becomes a part of the continuous right of way over which to build a logging railroad from the Columbia River to the timbered land of the second party, but it is further agreed and understood that, if during the term of this lease the said J.E. Blazier does act as a common carrier or is a common carrier, he will take freight and passengers from and to a station on the above described premises. The site of said station to be selected by the parties of the first part.

The rights hereby leased shall extend for a period of fifteen years from the date of this instrument, and the annual rental therefor shall be the sum of Two Hundred Dollars per year, payable in advance, on or before the First day of July of each and every year. The rental so paid to be paid by the said J.E. Blazier, his heirs, executors, administrators and assigns, in the following manner, and to the first parties: One Hundred and Ninety-five Dollars (\$195.00) shall be paid annually to Millie Miller, her heirs or assigns, and Five Dollars (\$5.00) shall be paid annually to James H. Miller, his heirs or assigns.

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 J.E. Blazier, his heirs, executors, administrators or assigns, shall forfeit all rights acquired by this lease.

In the construction of the road the party of the second part agrees to maintain the fences or construct fences so that no damage or injury will result to growing crops on the farm before described and in case a growing crop is injured, the second party agrees to compensate the first parties in full therefor as soon as road is finished across place or in running order across place, the parties of the first part to fix the amount due for damage done to such growing crops. It is further agreed and understood that if the said J.E. Blazier, his heirs, executors, administrators and assigns, fail to make the annual rental payments as before specified, or fail to perform any of the agreements or covenants on his or their part, hereby made and entered into, then the said J.E. Blazier, his heirs, executors, administrators and assigns, shall forfeit all rights granted in this lease by the parties of the first part.

It is mutually agreed and understood that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors,

administrators and assigns, of the respective parties.

In witness Whereof we the said parties have hereunto set our hands, in duplicate, this 16th day of May 1908.

James H. Miller

Lillie Miller

Parties of the first part

J.E. Blazier

Party of the second part.

State of Washington)  
County of Skamania } ss

This Certifies, that on this 16th day of May, 1908, before me a Notary Public, in and for said County and State, personally appeared the above named Lillie Miller and James H. Miller, her husband, to me known to be the identical persons described in and who executed the within instrument, and acknowledged to me, that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

(NOTARIAL)  
( SEAL )

E.H. Prindle

Notary Public in and for the State of Washington,  
residing 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.

J.E. Blazier.

Dated this 14th day of November 1908.

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

A. Fleischhauer,

County Auditor.

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Fisher to Blazier.

THIS INDENTURE, made this 16th day of May, 1908, by and between Mrs. H.M. Guenther Fisher and F.G. Fisher, husband and wife, of Skamania County, Washington, parties of the first part, and J.E. Blazier, of Multnomah County, Oregon, party of the second part, WITNESSETH: That in consideration of the covenants hereinafter contained on the part of the said J.E. Blazier, his heirs, executors, administrators, an assigns, to be kept and performed, the parties of the first part do hereby lease, demise, and let unto the said J.E. Blazier, his heirs, executors, administrators and assigns, the following described tract of land situated in Skamania County, Washington, to-wit: A strip of land sufficiently wide to construct a single track standard gauge logging railroad, not exceeding ten feet on each side of the center line of the proposed logging railroad as now located and proposed to be