

Froeschle to Washington Northern Railroad Company.

This Indenture, made this 6th day of June, 1910, by and between J.C.Froeschle and Mary Froeschle, his wife, of the County of Skamania, 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.Blaizer Recorded in Book two (2) of Leases & Agreements page 26 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 sufficiently wide to construct and operate a standard gauge railroad over, through and across the premises of the lessors, in Skamania County, State of Washington, described as the East half (E $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section Thirty-five (35), Township Two (2) North Range Five (5) East, 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.Blaizer 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 the same unto said lessee, its successors and assigns, for the term of Fifteen years from the 10th day of March, 1908, the said lessee, its successors and assigns, paying therefor the annual rental of Fifty 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, 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. It is expressly agreed that the rent shall be paid in advance on or before July 1st of each year the Lessee further agrees to construct all necessary cattle guards and fences.

In Testimony Whereof, the said lessors have hereunto set their hands and seals this 6th day of June, 1910.

Executed in the presence of us)
as witnesses:

W.M.Davis

T.B.Garrison Jr.

J.C.Froeschle (Seal)

Mary Froeschle (Seal)

State of Oregon

County of Multnomah

ss. This Certifies that on this 6th day of June, 1910, before me, W.M.Davis, a Notary Public in and for said County and State, personally appeared the within named J.C.Froeschle and Mary Froeschle, his wife, 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 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 abovewritten.

(Notarial Seal)

W.M.Davis

Notary Public for Oregon
Residing at Portland.

My commission expires April 22nd 1912.

Filed for record by Veazie & Veazie on June 7th 1910 at 8:15 A.M.

A. Fleischhauer,
Co. Auditor.