

road 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.

Walter Duggan & T.A. Scott to E.J. Blazier.

This Indenture made this 11th day of March 1908, by and between Walter Duggan and T.A. Scott 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 him, the said Walter Duggan and T.A. Scott, do 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. across our farm in Skamania county, State of Washington, the same being The East H/2 of the N.E. 1/4 of Sec. 3 Twp. 1 R 5 east, said strip of land to be used as a right of way upon which to construct and operate a logging railroad, and the same to be sufficiently wide to construct a single track standard gauge logging Ry. as the same is now, located and constructed over, through and upon the 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 years from the day of 11th of Mar. 1908, the said E.J. Blazier his heirs, executors, administrators and assigns paying therefor the rental of Twenty (20) Dollars in gold coin for 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 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. 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 and assigns to pay said annual rental, for any year during the term of said lease 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 and payable on or before July first each year from and after the date hereof.

It is agreed that the actual distance through the above described property shall not exceed five hundred (500) feet in length.

In Witness Whereof the said parties have hereunto set their hands and seals March 11th 1908.

In the presence of:

Walter Duggan

J.E. Blazier

Thos A. Scott

E.H. Prindle

State of Washington,)
County of Skamania.) ss

This Certifies, that on this 11th day of March 1908, before me, a notary public in and for said County and State, personally appeared the within named Walter Duggan and T.A. Scott 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 Notarial seal the day and year last above written.

(NOTARIAL)
(SEAL)

E.H. Prindle

Notary Public for Washington
residing therein at Cape Horn

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof 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 A.M.

A. Fleischhauer,

County Auditor.

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