

Del Grosso to Blazier.

THIS INDENTURE, made this 17th day of March, 1908, by and between Mary Del Grosso 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 Mary Del Grosso 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 railway over, through and across my farm in Skamania County, State of Washington, the same being the North East quarter of the Northwest quarter Section two (2) North Range five (5) East of Willamette Meridian. 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 railway and 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 17th day of March, 1908, the said E.J. Blazier, his heirs, executors, administrators and assigns paying therefor the annual rental of Five and no/100 (\$5.00) 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.

It is further agreed by and between the parties hereto that as part of the consideration herefor the said E.J. Blazier agrees to ship or haul out all the wood that the said Mary Del Grosso desires to ship from the premises herebefore described to what is known as the North Bank road or the Columbia River at a rate not to exceed Five (\$5.00) Dollars per car the said E.J. Blazier to furnish a car or cars on the premises hereinbefore described or at the most convenient place along said road for loading wood off of said premises and to furnish a switch therefor if necessary for the loading of the said wood on the said cars at any time during the term of this lease between the first day of November and the last day of January of each year.

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 to an end, and the annual rental payment cease, and the said right of way immediately revert to the lessor's herein.

It is agreed that the right of way leased hereby 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 or assigns, to pay said annual rental, for any year during the term of said lease for thirty (30) days after the same becomes due or to haul the wood from said premises as hereinbefore agreed 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 the date hereof.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals this 17th day of March, 1908.

In the presence of

Mary Del Grosso (Seal)

Elizabeth David

E.J. Blazier (Seal)

L.H. Tarpley

STATE OF OREGON

} SS

COUNTY OF MULTNOMAH }

THIS CERTIFIES, that on this 17th day of March, 1908, before me, a Notary Public in and for said county and state, personally appeared the within named Mary Del Grosso and E.J. Blazier, to me known to be the identical 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)

L.H. Tarpley

Notary Public for Oregon.

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

A. Fleischhauer,

County Auditor.