

Waterman to Blazier.

THIS INDENTURE made this 10th day of March 1908, by and between C.R. Waterman and Alice Waterman his wife, 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 C.R. Waterman and Alice Waterman his wife, 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. over, through and across our farm in Skamania County, State of Washington, the same being The N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ Sec. 35 Twp. 2 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 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 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 10th day of March 1908, the said E.J. Blazier his heirs, executors, administrators and assigns paying therefor the annual rental of Five (5) 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.

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 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 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 on or before July first of each year from and after the date hereof.

IN WITNESS WHEREOF THE SAID parties have hereunto set their hands and seals this 10th day of March 1908.

In the presence of:

J.E. Blazier
E.H. Prindle.

C.R. Waterman (Seal)

Mrs. Alice Waterman (Seal)

State of Washington,)
County of Skamania,) ss

THIS CERTIFIES, that on this 10th day of March 1908, before me, a notary public in and for said County and State personally appeared the within named C.R. Waterman and Alice Waterman 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)

E.H. Prindle
Notary Public for Washington
residing therein at Cape Horn.

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

A. Fleischhauer,

County Auditor.

Froeschle to Blazier.

THIS INDENTURE made this 10th day of March 1908, by and between J.C. Froeschle and Mary Froeschle his wife, 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 J.C. Froeschle and Mary Froeschle his wife, 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. over, through and across our farm in Skamania County, State of Washington, the same being the East 1/2 of the NW 1/4 of Sec. 35 Twp. 2 R. 5 E. East 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 Ry. as 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 10th day of March 1908,