

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. Fleischauer,

County Auditor.

Fletcher to Blazier.

THIS INDENTURE made this 10th day of March 1908, by and between J.A. Fletcher and Mary Fletcher 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.A. Fletcher and Mary Fletcher his wife, to hereby lease, demise, and let unto the said E.J. Blazier his heirs and 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 West half of the SE $\frac{1}{4}$ of Sec. 26 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, the 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, the said E.J. Blazier his heirs, executors, administrators and assigns paying therefore the annual rental of Fifty (50) 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 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 the 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 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 and payable on or before July first each year from and after the date hereof.

It is agreed by E.J.Blazier that he will fence the above described logging Ry. whenever the said J.A. Fletcher and wife shall ask him to do the same.

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

In the presence of:

J.A. Fletcher (Seal)

J.E. Blazier

Mary Fletcher (Seal)

E.H.Prindle

State of Washington,) ss
County of Skamania.)

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 J.A. Fletcher and Mary Fletcher 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.

E.H.Prindle

(NOTARIAL)
(SEAL)

Notary Public for Washington,
residing therein at Cape Horn.

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.