

by the said Prindles, and E.J. Blazier shall keep the logs from off the beach or lands so as not to obstruct said Prindle's wagon road.

In Witness Whereof said parties have hereunto set their hands and seals this \_\_\_\_ day of November 1908.

In the presence of

E.H. Prindle

J.E. Blazier

Robert C. Prindle (Seal)

Louise A. Prindle (Seal)

State of Washington, )  
County of Skamania. ) ss

This Certifies, that on this 28th day of November 1908, before me, a Notary Public in and for said County and State, personally appeared the within named Robert C. Prindle and Louise A. Prindle, 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 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, State of Washington, Residing at Cape Horn in said County and State. My commission expires December 18th 1909.

Filed for record by J.E. Blazier on December 4, 1908 at 11:45 A.M.

A. Fleischhauser,

County Auditor.

Sibley to Blazier.

THIS INDENTURE, made this 6th day of April, 1908, by and between Hiram W. Sibley and Margaret D. Sibley, his wife, of the County of Monroe, State of New York, and J. E. Blazier of Multnomah County, State of Oregon,

WITNESSETH; That, in consideration of the covenants hereinafter contained on the part of the said J.E. Blazier, to be kept and performed by him, the said Hiram W. Sibley and Margaret D. Sibley, his wife, do hereby lease, demise and let unto the said J.E. 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 the following described lands in Skamania County, State of Washington, the same being the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 23, Township 2 North Range 5 East; said strip of land to be used as a right of way upon which to construct and operate a logging railway, and same to be sufficiently wide to construct a single-track, standard-gauge logging railway as the same is now, or may hereafter be located and constructed over, through and upon said land aforesaid.

TO HAVE AND TO HOLD the same to the said J.E. Blazier, his executors, adminis-

trators and assigns for the term of fifteen (15) years from the date hereof, the said J.E. 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 J.E. 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 J.E. 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 J.E. 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 J.E. Blazier, his executors, administrators or assigns to pay said annual rental for any year during the term of said lease for thirty days after the same becomes due, shall operate to forfeit all his rights 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.

It is understood and agreed that in case of failure on the part of said J.E. Blazier, or his assigns, to construct said logging railroad across said land within one year from date hereof, this lease shall be void and shall be considered as terminated without notice to said Blazier.

It is also understood and agreed that should said Hiram W. Sibley so desire, said J.E. Blazier, or his assigns, will transport by and over said logging railroad, for a reasonable charge, any logs or timber now owned by said Sibley.

Also that said Blazier shall pay all taxes assessed against said above described land by reason of the construction and maintenance of said railroad.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals this 16th day of April, 1908.

In the Presence of

Joseph S. Hunn

Harner Sibley.

Hiram W. Sibley (Seal)

Margaret D. Sibley (Seal)

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF MONROE )

This certifies that, on this 16th day of April, 1908, before me, a Notary Public in and for said County and State, personally appeared the within named Hiram W. Sibley, and to me known to be the identical individual described in and who executed the within instrument, and he acknowledged to me that he 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)

H.E. Ball

Notary Public, Monroe County, New York.

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS.

This certifies that, on this 16th day of April, 1908, before me, a Notary Public in and for said County and State, personally appeared the within named Margaret D. Sibley, to me known to be the identical individual described in and who executed the within instrument, and she acknowledged to me that she 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.

Harper Sibley

Notary Public, New York County.

STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS.

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, Do Hereby Certify, That Harper Sibley whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuing.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 16 day of April 1908.

Peter J. Dooling, Clerk.

(SEAL)

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 Hron Railroad 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.