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R.C.Prindle to E.J.Blazier.

This Indenture made this 24th day of September 1908, by and between Robert C. Prindle and \_\_\_\_\_ Prindle, his wife, and E.H.Prindle and \_\_\_\_\_ Prindle, 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 Robert C.Prindle and Louise A. Prindle, 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 or double track standard gauge logging railway over, through and across the following described real property, to-wit:

All tide and shore lands of the second class, formerly owned by the State of Washington, situate in front of, adjacent to or upon that portion of the government meander line lying in front of the following described upland:

In front of Lots 1 and 2, section 12, Township 1 north, range 5 east of the Willamette Meridian, with a frontage of 55.75 lineal chains.

Also, beginning at the Point of intersection of the line between Lots 2 and 3, section 12; township 1 north, range 5 east of the Willamette Meridian with the government meander line, and running thence in front of a part of said Lot 3 east 3.95 chains; south 33° east 3.80 chains; south 18° east 6.00 chains; south 45° west 2.00 chains; south 0.50 chains; south 74½° east 2.50 chains to the terminal point of this description, with a frontage of 17.75 lineal chains, the several descriptions together having a total frontage of 71.50 lineal chains, more or less, measured along the meander line, according to a certified copy of the government field notes of the survey thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

To Have and to Hold the same to the said E.J.Blazier, his executors, administrators and assigns for the terms of Fifty years, from the 24 day of November, 1908, the said E.J.Blazier, his heirs, executors, administrators and assigns paying therefor the annual rental of One (\$1.00) Dollar 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 further agreed on the part of E.J. Blazier, his heirs, executors, administrators and assigns, that on being given thirty days notice shall construct and maintain a fence to turn all stock, including sheep, and also all necessary private road crossings and stock guards. In case the foregoing conditions are not fulfilled then this lease becomes null and void.

In Witness Whereof said parties have hereunto set their hands and seals this 28th day of November 1908.

In the presence of

Robert C. Prindle (Seal)

E.H. Prindle

Louise A. Prindle (Seal)

J.E. Blazier

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 for Washington, Residing at Cape Horn, therein. My commission expires December 18th 1909.

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

A. Fleischhauer,

County Auditor.

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