

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, he 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. It is further agreed that the route of said railroad after crossing the S.P. & S. Railroad on the South side shall be located by said Robt. C. Prindle. Any further damage to tillable land North of S.P. & S. Railroad shall not exceed Five Hundred dollars (\$500.00)

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals this 28 day of Nov 1908.

In presence of:

Robt. C. Prindle (Seal).

E.H. Prindle

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 to me known to be the 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)

E.H. Prindle

Notary Public for Washington, Residing at Cape Horn therein.

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

A. Fleischhauer,

County Auditor.

E.H. Prindle to E.J. Blazier.

THIS INDENTURE made this 18th day of May 1908, by and between E.H. Prindle and Frances C. 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 E.H. Prindle and Frances C. 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 track standard gauge Logging Ry. over, through and across our farm in Skamania County, State of Washington, the same being The N.E. qr of the N.W. qr. the N.W. qr of the N.E. qr of Sec. eleven (11), The S.W. qr of the S.W. qr of Sec. one (1) and Lot one (1) in Sec. twelve (12) Tp. one (1) North Range five (5) East W.M. said strip of land to be used as a right of way upon which to construct and operate a logging railroad, and 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 the 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 15 years from the 18th day of May 1908, the said E.J. Blazier his heirs, executors, administrators and assigns paying therefore the annual rental of One (1) 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 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 and assigns to pay said annual rental, for any year during the term of said lease 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 on the part of E.J. Blazier his executors, administrators and assigns that he will construct a good crossing for teams and leave the road up the hill in as good shape as it was before the construction of this Logging Ry. And that he shall provide all necessary stock guards. In case the above conditions are not complied with, this lease becomes null and void.

In Witness Whereof the said parties have hereunto set their hands and seals this 18th day of May 1908.

In the presence of:

E.H. Prindle

Frances C. Prindle

STATE OF OREGON }
COUNTY OF MULTNOMAH } ss

THIS CERTIFIES, that on this 18th day of May 1908, before me, a notary public in and for said County and State, personally appeared the within named E.H.Prindle and Frances C. Prindle 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 TESTAMONY WHEREOF I have hereunto set my hand and Notarial seal the day and year last above written.

(NOTARIAL)
(SEAL)

Virgil L. Walker
Notary Public for Oregon, residing therein at
Bridal Veil.

For and in consideration of One (\$1.00) Dollar, 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 Dec. 4, 1908 at 11:45 A.M.

A. Fleischhauer,

County Auditor.

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Mary G. Smith to E.J. Blazier.

THIS INSTRUMENT, made this 8th day of May 1908, by and between Mary G. Smith, of the county of Multnomah, state of Oregon, and E.J. Blazier, of Multnomah County, state of Oregon, WITNESSETH:

That in consideration the covenants hereinafter contained on the part of the said E.J. Blazier to be kept and performed by him the said Mary G. Smith 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 railway over, through and across our farm in Skamania county, state of Washington, the same being SE $\frac{1}{4}$ of Sec. 2 Township One (1) North Range 5 East W.M. 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 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 8 day of May 1908, the said E.J. Blazier, his heirs, executors, administrators and assigns paying therefor the annual rental of Fifty (\$50.00)