

Blazier to Cape Horn Railroad Co.

THIS INDENTURE made this 5th day of April, 1909, by and between E.J. Blazier and Mamie Blazier, his wife, of the County of Multnomah, State of Oregon, and the Cape Horn Railroad Co., a corporation incorporated under the laws of the State of Washington. Witnesseth: The said E.J. Blazier and Mamie Blazier, his wife, do hereby lease, demise and let unto the Cape Horn Railroad Co., its 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 and operate a single or double track standard gauge Logging Railroad, over, through and across our farm in Skamania County, State of Washington, the same being the East half ($E\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section twenty-five (25), Range 2 north, 5 east Willamette Meridian, 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 and operate a single or double track standard gauge Logging Railroad, 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 Cape Horn Railroad Company, its executors administrators and assigns for the term of twenty years, from the 5th day of April, 1909, the said Cape Horn Railroad Co. paying therefor the sum of Five (\$5.00) Dollars in gold Coin for said term of twenty years.

It is agreed, however, that upon the termination of said lease by expiration of the time herein limited, that the said Railroad Co. its 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 Railroad, its 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 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 Oregon-Washington Logging Co., 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.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals this 12th day of April 1909

In the presence of:

S.A. Spencer
N.C. Hogg.

E.J. Blazier (Seal)

Mamie Blazier (Seal)

State of Oregon

County of Multnomah) ^{SB}

THIS CERTIFIES that on this 12th day of April 1909, before me a notary public in and for said county and state, personally appeared the within named E.J. Blazier and Mamie Blazier 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.

(NOTARIAL)
(SEAL)

S.A. Spencer

Notary Public for Oregon.

Filed for record by J.E. Blazier on June 11th 1909 at 1:15 P.M.

A. Fleischhauer,

County Auditor.

Bigelow to Blazier.

THIS INDENTURE made this 24th day of March, 1909, by and between Jennie M. Bigelow of the County of Clarke, State of Washington, 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 Jennie M. Bigelow does 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 and operate a single or double track standard guage railroad over, through and across my farm in Skamania county, state of Washington, the same being the South one-half ($\frac{1}{2}$) of the North half ($\frac{1}{2}$) of Section nineteen (19), Range Two (2) north, six East, Willamette Meridian said strip of land to be used as a right of way, upon which to construct and operate a double or single track standard guage railroad, and same to be sufficiently wide to construct and operate a double or single track standard guage railroad, as the same now is, or may hereafter be located and constructed over, through and upon said farms aforesaid.

TO HAVE AND TO HOLD the same to the said J.E. Blazier, his executors, administrators and assigns for the term of twenty years from the 1st day of March, 1909, the said Blazier, his heirs, executors, administrators and assigns paying therefor the sum of Five (\$5.00) Dollars for the period of twenty years; this five (\$5.00) being in full payment for the entire term of twenty years.

It is agreed, however, that upon the termination of said lease by expiration of the time herein limited, that said 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.