

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)

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. Said E.J. Blazier to place crossing on said premises where said Mary G. Smith may designate. 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 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 or assigns, to pay said annual rental, for any year during the term of said lease for thirty (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 on or before July first of each year from and after the date hereof.

In Witness Whereof, the said parties have hereunto set their hands and seals this 8th day of May, 1908.

In the presence of:

Mrs. Mary G. Smith (Seal)

Wilfred E. Farrell

J.E. Blazier.

State of Oregon,)
) ss
County of Multnomah.)

This Certifies, that on this 8th day of May, 1908, before me, a notary public in and for said county and state personally appeared the within named Mary G. Smith to me known to be the identical individual 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)

Wilfred E. Farrell,
Notary Public for Oregon.

The said E.J. Blazier agrees to fence the said Right away at any time the said Mrs. Smith may desire.

For and in consideration of the sum of One (\$1.00) Dollar, receipt whereof 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 4th 1908 at 11:45 A.M.

A. Fleischhauer,

County Auditor.

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A.O.Krogstad to E.J.Blazier.

THIS INDENTURE made this 1st day of April 1908, by and between A.O.Krogstad a single man 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 the said A.O.Krogstad does 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 my farm in Skamania County, State of Washington, the same being in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 11 Tp. 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 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 1st day of April 1908, the said E.J.Blazier his heirs, executors, administrators and assigns paying therefore the annual rental of Two Hundred (200) 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 leased hereby becomes a part of the contin-