

Guenther Fisher to Blazier.

This indenture made this 2nd day of May 1908 by and between Mrs. H.M. Guenther-Fisher and J.G. Fisher, husband and wife of Skamania County Washington, parties of the first part and E.J. Blazier, of Multnomah County Oregon, party of the second part, Witnesseth:

That in consideration of the covenants hereinafter contained on the part of the said E.J. Blazier and his assigns to be kept and performed, the parties of the first part hereby lease, demise and let unto the said E.J. Blazier, his heirs, executors administrators and assigns the following described tract of land situated in Skamania County Washington, to-wit:

A strip of land sufficiently wide to construct a single track standard gauge logging railroad not exceeding ten feet on each side of the center line of the proposed logging railroad as now located and proposed to be constructed over and across the East one half of the Southeast quarter of section three (3) Township one (1) North of range five (5) East Will. Mer. said railroad to be constructed as now located and as shown by the heavy red line on the annexed map. It is further agreed that the party of the second part and his assigns will construct and maintain a fence on both sides of the right of way hereby leased the fence to be constructed of ordinary mesh wire to be selected by the first parties, and to be at least three feet high with two wires of barbed wire in addition on top of the mesh wire and is to be maintained during the entire period of this lease or so long as the right of way is used by the party of the second part or his assigns. It is further agreed that the party of the second part shall construct and maintain during the period of this lease at least four grade crossings on the premises above described and at places to be designated by the party of the first part, with pit cattle guards or other equal effective guards on each side of the crossings. The first parties may also use and maintain other crossings with gates as may suit their convenience. It is further mutually agreed and understood that in the construction of said logging road the second party will not injure, destroy nor take any of the buildings on the place, nor injure or destroy any portion of the orchard. The fence constructed by the second party to be left on the place and to become the property of the first parties at the expiration of this lease.

It is agreed that the rails used in the construction and operation of the road shall not be taken away or removed from the premises herein described until at least five years rent has been paid. At the expiration of this lease the party of the second part and his assigns agree to remove the railroad ties and iron from the land and all other railroad property.

It is further agreed that if the party of the second part or his assigns shall cease to operate said railroad prior to the expiration of this lease and shall remove all railroad property from the premises, that this lease shall then be considered at an end and the annual rental payment cease and the right of way hereby leased shall revert to the parties of the first part or their assigns, but nothing here in contained shall be construed so as to relieve the second party or his assigns from paying at least five years annual rental.

It is further agreed that the right of way leased hereby becomes a part of the continuous right of way over which to build a logging railroad from the Columbia River to the timbered lands of the second party, but it is expressly understood that the right of way hereby leased shall not be used for any other purpose than the construction and operation of a logging and timber railroad, and shall not be used as a common carrier of freight or passengers.

or for any other purpose the the hauling of logs and other timber products. The rights hereby leased shall extend for a period of fifteen years from the date of this instrument and the annual rental therefor shall be the sum of seventy-five dollars per year, payable in advance on or before the first day of July of each and every year. The rental to be paid to Mrs. H.M. Gunther-Fisher, or her heirs or assigns. It is further agreed that the annual rental herein provided to be paid shall become due on or before July 1st of each year and if not paid within thirty days thereafter shall operate to forfeit all rights acquired by this lease. In the construction of the road the party of the second part agrees to maintain the fences or construct fences so that no damage or injury will result to growing crops, and in case a growing crop is injured, the second party agrees to compensate the first part in full of them. therefore. This lease to cover only land owned by the first parties or either of them. In Witness whereof the said parties have hereunto set their hands and seals this 2nd day of May 1908

in the presence of

Mrs. H. M. Gunther-Fisher

F.G. Fisher

State of Washington

County of Skamania, ss. This is to certify that on this 2nd day of May 1908 before me, a Notary Public in and for said county and state personally appeared the above named Mrs. H.M. Gunther-Fisher and -----Fisher her husband to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

E.H. Prindle, Notary public in and for the

(Notarial seal)

State of Washington, residing at Cape Horn, Wash

Filed for record by Mrs Gunther-Fisher on March 31st 1910 at 1.15 P M.

A. Fleischauer

Co. Auditor

1.50
Approved April 6 - 10
John Skarr