

agreed hereby that all buildings and improvements made by the said J. T. Haffey party of the second part on these premises shall revert to the party of the first part at the expiration of this lease.

Witness: Mrs Ella Duperre

Syd J. H. Lawrence

Mrs M. A. Bevans

A. S. Estabrook.

Filed for record by J. T. Haffey on Oct 25, 1905 at 1.15 o'clock P.M.

J. F. Heacock

as Auditor

0.60

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Anno Underwood to O. & S. Ry Co.

Right of Way Agreement.

In consideration of the sum of One Dollar to the undersigned is here paid, the receipt of which is hereby acknowledged, and the further sum of Twenty九 dollars ninety-nine 29<sup>99</sup> to be paid on the execution of the Deed hereinafter mentioned, the undersigned have agreed and by these presents do agree on written request within 2 months from date, to sell and convey to the Portland and Seattle Railway Company, a Washington Corporation, free and clear of all incumbrances, a right of way for its railroad consisting of a strip of land one hundred 100 feet in width, being fifty 50<sup>07</sup> feet in width on each side of the center line of the railroad of said Railway Company as located, staked out and to be constructed over and across: The West half of Lot one L17 and the East half of Lot Two L17 of Section Twenty-Three L23<sup>7</sup> in Township Three 3<sup>7</sup> North of Range ten 10<sup>7</sup> East of N. M. in Skamania & Klickitat Counties, State of Washington, including the preference right of the undersigned to purchase the portion of said shore lands contained within said strips, and upon payment of and sum above mentioned agree to make a good and sufficient Deed to said Company for said strips, the Company to have the right to enter and construct its road across said premises in the meantime, and to pay said \$1499 upon delivery of said Deed within said 2 months.

In Witness Whereof we have hereunto subscribed our names this 8<sup>th</sup> day of November 1905.

In Presence of

John Belmont Headman

A. R. Upnighh

State of Washington

County of Skamania

Anno Underwood

Ella <sup>her</sup> <sub>mark</sub> Underwood.

In this 8<sup>th</sup> day of November, before me, the undersigned, a Notary Public in and for said State, personally appeared Anno Underwood and Ella Underwood his wife, to me personally known to be the individuals named in and who executed the within and foregoing instrument and acknowledged to me that they signed and sealed and executed the same as their free act and deed, freely and voluntarily, for the uses and

purposes herein mentioned.

In Witness Whereof, I have hereunto set my hand and official seal the day and date in this certificate first above written.

Notarial.

Seal.

A. R. Elbright, Notary Public in and

for the State of Washington, residing at Tacoma in said state.

Filed for record by A. S. Avery on Nov. 15. 1905 at 1:15 o'clock P.M.

A. D. Brewster

As. Auditor

0.75

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Thos. N. Strong to B. L. Berry.

This agreement made at the city of Portland, Oregon, this 22<sup>nd</sup> day of October A.D. 1904, by and between Thomas N. Strong of Portland, Oregon, and B. L. Berry of Skamania County, Washington, Witteness: That the said Thomas N. Strong hereby leases and conveys to said B. L. Berry that certain dairy farm on the Columbia River in the County of Skamania, Washington, about 2 miles below Castle Rock, containing 20 acres along the front thereof upon which D. J. McGowen & Sons have now an option to purchase, making about 360 acres more or less, herein leased and known as Merv Lodge, for the period of five years from the first day of January, A.D. 1905, to the first day of January 1910, upon the following terms and conditions, to-wit:

First, That the said B. L. Berry is to personally occupy farm and all said premises, and shall not sublet the same or any part thereof, nor allow any one to occupy the same or any part thereof, except by the permission of said Thos. N. Strong.

Second, That he will farm and keep up said premises in a good and workmanlike manner and in the ordinary way that a prudent and careful man would farm and keep up such premises.

Third, That he will not commit or permit to be committed any waste upon said premises and will not cut down or remove any timber therefrom and shall not use any of the good timber upon said premises except such as is necessary for firewood, and for fence and improving said premises. Fourth, That he will not cut down or destroy any trees or stand shrubbery upon such premises except such as may be designated and agreed upon. Fifth, In case the said Thomas N. Strong should desire at any time, at his own expense, to build and maintain a summer residence upon said premises other than the house now thereupon (which it is understood shall be at the disposal of the said B. L. Berry) or shall desire to camp on said premises, the he shall be at liberty to do so and to live thereon during such portion of the year as he may desire, not interfering otherwise with the use of such premises by said B. L. Berry.

It is further understood and agreed, That said B. L. Berry shall pay all taxes of every nature assessed against said place when due and send the receipt thereof to said Thos. N. Strong, and in case he shall fail to do so, that said Thomas N. Strong may pay the same and charge them to and collect them from said B. L. Berry or forfeit or rescind this