

purposes therein mentioned.

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

Notarial.

Seal.

A. R. Edgworth, Notary Public in and  
for the State of Washington, residing at Tacoma in said State.

Filed for record by A. G. Avery on Nov. 15. 1905 at 1.15 o'clock P. M.

A. P. Pheasant  
Co. Auditor

0.75

Thos. N. Strong to O. L. Barry.

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 O. L. Barry of Skamania County, Washington Territory: That the said Thomas N. Strong hereby leases and ferments to said O. L. Barry that certain dairy farm on the Columbia River in the County of Skamania, Washington, about 2 miles below Castle Rock, excepting 20 acres along the front thereof upon which O. J. McGowan & Sons have now an option to purchase, making about 360 acres more or less, hereinafter leased and known as Moss 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 O. L. Barry is to personally occupy farm and use 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 up on said premises except such as is necessary for fire-wood, and for fencing and improving said premises.

Fourth, That he will not cut down or destroy any trees or natural 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 O. L. Barry) or shall desire to camp on said premises, then 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 O. L. Barry.

It is further understood and agreed, That said O. L. Barry shall pay all taxes of every nature assessed against said place when due and send the receipts 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 O. L. Barry or perfect or rescind their

lease as heretofore provided. That said lease shall also for the period after the 1st day of January 1907 pay the additional annual sum of Fifty £\$50.00 Dollars per year, the first of said payments to be made on or before the 1st day of December, 1906 for the year of 1907 in advance and thereafter on the 1st day of December of each year in advance for the next year commencing on the January 1st next subsequent. That in case the said Thomas N. Strong or his representatives or assigns should sell said premises, or any part thereof, at any time during said term and the purchaser thereof should not be willing to continue this agreement and lease the said Thomas N. Strong or his representatives or assigns may terminate this agreement and lease, and in such case shall pay such damages as the said B. L. Barry may suffer in being compelled to remove from said premises, which damages are not to exceed \$250.00 and where the parties cannot agree as to the amount thereof, that each party is to select an appraiser and these appraisers are to select a third appraiser, the decision of said three appraisers or a majority of them, for any amount less than said \$250.00, to be final and decisive upon all parties thereto. That said B. L. Barry shall also have a reasonable time in which to remove from said premises or to mature or remove any crops that he may have growing thereon for that season. No offensive or disagreeable business is to be carried on on said premises and no spirituous or malt liquors are to be kept for sale thereon. All measure produced upon said premises shall be used thereon, and the said B. L. Barry agrees at the expiration of the said term or its several terminations as heretofore provided for to re-deliver the same to said Thomas N. Strong or his assigns or representatives, with all future erections, additions and improvements thereon, in as good order and condition as the same now is or shall have been put into. Reasonable wear and tear excepted. And it is further understood and agreed, That the said B. L. Barry is to receive no pay for any improvements by him made to or placed on said premises except where a special agreement to that effect is made, which agreement must be in writing, and that said Thos. N. Strong reserves the right to exercise, sell and use all fishing or raising rights in front of said premises on the River for such purposes, and also the right to sell all or any timber on and from said premises, with the right to cut and remove the same. Any violation of the terms of this lease shall entitle said Thomas N. Strong to retake the possession of said premises at any time thereafter that he may desire, and all monies theretofore paid for rent shall thereupon become and remain the property of said Thos. N. Strong.

In Witness Whereof, The said parties hereto set their hands and seals this 22<sup>nd</sup> day of October A.D. 1904.

Witness:

Barry Ab. Barry

Katherine O'Neil

Thos. N. Strong (Seal)

B. L. Barry (Seal)

Filed for record by J. A. Gillello on Nov. 16. 1905 at 1.15 o'clock P. M.

A. Phelan  
Co Auditor.

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