

Lease

Collins 8th. May 12. 1904.

Know all men by these presents that J. Olley Thompson & wife, of Home Valley, Wash. lease to
 Allen Mc Neffles the West half of SW 1/4 of Section 25 range 8 town 3 State of Wash. containing
 80 acres and a 10 acre lot adjoining said 80 acres old Kankobing place for the term of five
 years from the date of this lease, and Allen Mc Neffles to pay the taxes on said land for term
 of lease, and Allen Mc Neffles not to be responsible for destruction by fire or wind of any
 improvements and said Allen Mc Neffles to have the privilege to sublease and also full control
 of said land during term of this lease and said Allen Mc Neffles to have the privilege of
 cutting 2 acres of timber for cord wood at logs adjoining clearing.

Witness

C. M. Mc Neffles
Anna ThompsonJ. Olley Thompson
Mrs. C. O. Thompson

Filed for record by A. Mc Neffles on June 1. 1904 at 1:15 P.M.

L. Fleischman
for Plaintiff.
F. Shadetor.0.95
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Agreement

This Indenture Witnesseth: - That James Fremont Atwell and Bertha Atwell
 his wife, of the County of Stearns in the State of Washington, parties of the first
 part, for and in consideration of the payments hereinafter mentioned, to be made by
 the party of the second part to the parties of the first part, the said James
 Fremont Atwell and Bertha Atwell his wife, hereby lease to "The Stevens Security
 and Investment Company" a corporation duly organized, incorporated and existing under
 and by virtue of the laws of the State of Washington, with its principal office and place of
 business at the town of Stevens County of Stearns, party of the second part, the five acres
 in the North East corner of the South West quarter of the Southeast quarter of Section
 Thirty six (36) Township Three (3) North Range Seven (7) East of the Willamette Meridian
 in said County of Stearns and State of Washington, and five acres tract more or less
 of land being about square as in its dimensions, together with the waterfalls, waterrights
 fixtures and means of power now upon and five acres or hereafter to be placed thereon,
 with the perpetual right of way over and all portions of said South West Quarter
 of the South West Quarter of Section Thirty-six (36) Township Three (3) North Range Seven (7)
 East of Willamette Meridian, for erecting poles, strunging wires, laying conduits or other means
 of carrying wires for the transmission of power with the right of option or agrees upon
 the last herein mentioned in such manner as may be necessary to fully carry out the
 objects of this lease, also the right to lay water pipes from said falls in and across the
 entire tract of land described and also all the other land now owned by the said Atwell

parties of the first part. Said lease with all the rights herein mentioned to be for the period of twenty years from and after the date hereof upon the following terms and conditions viz:- The party of the second part, its successors or assigns shall pay the party of the first, out of their hands, administration, execution or assigns for the rent or lease of said premises and the rights herein conveyed over and upon the other lands herein described the sum of One hundred Dollars (\$100) for the first year of the term herein named, payable in advance, upon the execution and delivery of this lease by the parties of the first part to the party of the second part, and \$15 in Dollars (\$15) per month for each and every month during the remainder of said term of twenty years, payable quarterly in advance.

The party of the second part, its successors and assigns shall have the perpetual right of way over and upon all the lands herein described during the full term of this lease to maintain its lines, poles, wires, conductors or other means of holding and perfecting said wires and waterpipes for the purpose of raising and replacing said wires, poles conduct etc. The parties of the first part further concur and agree that neither they nor either of them nor their heirs, executors, administrators or assigns, shall or will do or cause to be done anything whatsoever that will interfere with or lessen the flow of water, through or upon said five acres of land or to divert said water or any part thereof from flowing over, and through as upon said land and that they will and do hereby covenant and agree to warrant and defend the title to said land, waters, waters rights and all other rights hereby conveyed or attempted to be, to the party of the second part, its successors and assigns against the lawful claims of any and all persons whatsoever, during the full term of this lease. It is further agreed that at the expiration of said term of twenty years if the parties themselves cannot agree upon the future rental of said premises it shall be left to arbitration of three persons, one to be selected by each of the parties they to select the third, and their report shall be binding on both parties. Party of the second part to pay all taxes on the property herein leased.

In witness whereof the parties have hereunto set their hands and affixed their seals on this 28 day of May, 1906.

Signed, sealed and delivered in the presence of
Charles F. Slater

J. P. Gillette

James Freeman Abbott (Seal)
Bertha Abbott (Seal)
A. C. Sly, Secy (Seal)
Kresge Security & Investment Co.

State of Washington
County of Grays Harbor }
I, J. P. Gillette, Deputy Clerk of the Court, do hereby
certify that on this 28. day of May A.D. 1906, personally appeared before me
James Freeman Abbott and Bertha Abbott, his wife, to me known to be the
individuals described in and who executed the within instrument and acknowledged that
they signed, sealed and delivered the same as their free and voluntary act and deed,
for the uses and purposes therein mentioned.

Given under my hand and official seal, this 28 day of May A.D. 1906.

Sup. Court Seal}

J. P. Gillette, Deputy Clerk of Superior Court
Grays Harbor Co. Wash.

State of Washington
County of Stevens 5^o. I, J. O. Gillette, do hereby certify that on this the 28 day of May A.D. 1906, you, ally appear before me A. C. Sly, Secretary of "The Stevens Security and Investment Company", a corporation to me known to be the individual described in and who executed this within instrument and acknowledge that he signed, sealed and delivered the same as his free and voluntary act and deed and as the free act and deed of "The Stevens Security and Investment Company", for the uses and purposes therein mentioned, and the said A. C. Sly being by me duly sworn on oath says that he is the Secretary of "The Stevens Security and Investment Company" and that he has full power and authority to make this acknowledgment.

Given under my hand and notarial seal on this the day of A. D. 1906.

J. O. Gillette, Deputy Clerk of Superior Court
Stevens County, Wash.

(Filed for record by J. F. Slaters on May 29. at 9:30 A. M.)

A. G. Richardson
For Auditor.

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Agreement.

This Agreement, made and entered into this 25th day of May 1906 between John F. Slaters and J. W. Stevens, parties of the first part, and Stevens Lumber Company party of the second part: Whereas, That said parties of the first part for and in consideration of one dollar to them in hand paid, the receipt whereof is hereby acknowledged, grant, unto the said party of the second part a free right of way for the planks now owned and operated by said second party over and across the lands aforesaid described lands: The NW $\frac{1}{4}$ of NE $\frac{1}{4}$, NE $\frac{1}{4}$ of NW $\frac{1}{4}$, lots 5 and 6 of Sec. 31 Twp. 3 N. of R. 8 E. W. M. Also barking privilege on either the lands lying between the County Road, Smith Creek, the present money of the railroad and the present location of the office of said second parties, or on the orchard plot back of Smith Creek, and free right of way to construct and operate a flume to said orchard plot if necessary; said second parties to have their choice and to use only one of the two locations. Said second parties agree to provide men & teams & the muck from their flumes in such way that it will not damage the land, by working away or otherwise. Said second parties agree that if they are not through cutting timber at their present mill location within the terms of their present lease that they will, after the expiration of said lease, furnish to said first parties, free of cost, the same amount of power as the water at Smith Creek would furnish. Said first parties hereby grant unto the second parties the privilege of barking on that land lying between back side of Smith Creek and County Rd.