

Lease

Gallia Wm. May 12, 1904.

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

Witness

Allen Mc Keffeen

Anna Thompson

Olley Thompson

Mrs. L. O. Thompson

Filed for record by A. Mc Keffeen on June 1, 1906 at 1.15 P.M.

A. Fleishman
Co. Auditor.

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Agreement

These Indentures Witnesseth: - That James Fremont Atwell and Bertha Atwell his wife, of the County of Skamania 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 Skamania, party of the second part, the five acres in the North East corner of the South-West quarter of the South-West quarter of Section Twenty six (26) Township Three (3) North Range Seven (7) East of the Willamette Meridian in said County of Skamania and State of Washington, said five acre tract piece of or parcel of land being about square as in its dimensions, together with the waterfalls, water rights, power and energy of power now upon said five acre or hereafter to be placed thereon, with the perpetual right of carry over say and all portions of said South West Quarter of the South West Quarter of Section Twenty-six (26) Township Three (3) North Range Seven (7) East of Willamette Meridian, for erecting poles, stringing wires, laying conductors or other means of running wires for the transmission of power with the right of ingress or egress upon the land 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.

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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 part, not their heirs, administrators, executors or assigns for the rent or base of said five acres 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 . . . 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, conduits or other means, holding and perpetuating said wires and waterpipes for the purpose of repairing and replacing said wires, poles, conduit etc. The parties of the first part further covenants and agrees 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 or upon said land and that they will and do hereby covenant and agree to warrant and defend the title to said land, water, water 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 whomsoever, 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. O. Gillette

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

State of Washington }
County of Skamania } ss. I, J. O. Gillette, Deputy Clerk of this Court, do hereby certify that on this 28. day of May A.D. 1906, personally appeared before me James Freeman Abbottwell and Bertha Abbottwell, 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. O. Gillette, Deputy Clerk of Superior Court
Skamania Co. Wash.

State of Washington }
 County of Skamania }
 I, J. O. Gillette, do hereby certify that on this the 28 day of May A.D. 1906, personally appeared before me A. C. Sly, Secretary of "The Skamania Security and Investment Company", a corporation to me known to be the individual described in and who executed the within instrument and acknowledged 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 Skamania Security and Investment Company", for the uses and purposes therein mentioned. And the said A. C. Sly being by me duly sworn or oath says that he is the Secretary of "The Skamania 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
 Seal.

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

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

A. Fiedelbauer

Sec. Auditor

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Agreement.

This Agreement, made and entered into this 25th day of May 1906 between John F. Sweeney and J. M. Stevenson, parties of the first part, and Skamania Lumber Company party of the second part. Witnesseth, 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 flume now owned and operated by said second party over and across the hereinafter described lands: The NW 1/4 of NE 1/4, NE 1/4 of NW 1/4, Lots 5 and 6 of Sec. 31 Twp. 3 N. of R. 8 E W. 16. Also backstop privilege on either the lands lying between the County Road, Smiths Creek, the present survey of the railroad and the present location of the flume of said second parties, or on the Orchard Park Wash of Smiths Creek, and free right of way to construct and operate a flume to said Orchard Park Wash is necessary; said second parties to have their choice and to use only one of the two locations. Said second parties agree to provide mass to dispose of the water from their flume in such way that it will not damage the land, by washing away or otherwise. Said second parties agree that if they are not through cutting timber at their present mill location within the term of their present lease that they will, after the expiration of said lease, remove to said first parties, free of cost, the same amount of power in the water at Smiths Creek would furnish. Said first parties hereby grant unto the second parties the privileges of backing on that land lying between back side of Smiths Creek and South of