

H. O. Hadley to Joseph Barbo

Hollins, Wn. April 27, 1908.

To Whom it may concern:

This is to certify that I have leased to Joseph Barbo the saloon building, situated about one thousand feet east of the Hollins dock on shore land held by me - for the term of five years at a monthly rental of seventeen and one half (~~\$17.00~~) dollars per month for one year - and at the expiration of one year the rent shall be Twenty (~~\$20.00~~) dollars per month for the next four years and to be paid in advance on the first of each month.

I agree not to lease any part of this land to any one else for the saloon business.

H. O. Hadley  
Joe. Barbo.

✓ 0.30 Filed for record by Joseph Barbo on April 28, 1908 at 11:30 A.M.

A. Fleischhauer -  
County Auditor.

By E. Swisher - Deputy.

Columbia Gold & Copper Mining Co. to Youmans-Simpson Lumber Co.

This indenture, made this 12th day of May, A.D. 1908, Witnesseth;  
That the Columbia Gold and Copper Mining Company, a Washington corporation, party of the first part, for and in consideration of the sum of one (\$1.00) dollar and other valuable considerations to it in hand paid, the receipt whereof is here by acknowledged and confessed, does by these presents grant, demise and lease unto The Youmans Simpson Lumber Company, a co-partnership composed of L. M. Youmans, E. L. Youmans and J. K. Simpson, party of the second part, a right of way for the flume now owned and operated by the said party of the second part, over and across the following described property in Skamania county, Washington, to-wit; The North West quarter of the North East Quarter (N.W. 1/4 of the N.E. 1/4), the North East Quarter of the North West Quarter (N.E. 1/4 of the N.W. 1/4), and Lots 5 & 6 in Section Thirty-one Township Three North of Range Eight East of W.M. Also a right of way for a flume to that

portion of the said property known as "The Orchard Flat." To Have and To Hold the same for the uses and purposes above specified, until the 25th day of May, A.D. 1916.

And the said party of the first part does also by these presents demise and lease unto the said party of the second part and to their successors and assigns, the following described land in Skamania county, Washington, to-wit; All that portion of Lot 5 in Section Thirty-one (31) Township Three (3) North of Range Eight (8) East of T.M., lying south of the Spokane, Portland & Seattle Railroads right of way, bounded as follows, viz; beginning at a point where the said right of way intersects the west boundary line of Lot 5 and running in an easterly direction along the south line of the said right of way a distance of eight hundred fifty (850) feet, thence south a distance of about four hundred twenty five (425) feet to the top of the high bluff, which divides the over flow from the up-land, thence in a westerly direction along the top of the high ridge of ground to the west line of Lot 5, thence north to the point of beginning. Also all that portion of Lot 5 and the North West quarter of the North East quarter (N.W. 1/4 of the N.E. 1/4) of Section Thirty-one (31) Township Three (3) North of Range Eight (8) East of T.M., lying north of the said right of way, bounded as follows, viz; beginning at a point where the said right of way intersects the west boundary line of Lot 5 and running in an easterly direction along the north line of the said right of way a distance of eight hundred fifty (850) feet thence north twenty degrees west to the county road, thence in a westerly direction along the said county road to the west line of Lot 5, thence south to the point of beginning. Excepting and reserving from the last described all the high land in the west end thereof, bounded as follows, viz; beginning at a point where the said Spokane, Portland & Seattle right of way intersects the west boundary line of Lot 5 running along the north side of said right of way in an easterly direction a distance of three hundred fifteen (315) feet, thence north to the county road, thence in a westerly direction to the west line of Lot 5, thence south to the point of beginning.

To Have and To Hold the same <sup>for all uses & purposes</sup> <sub>except</sub>, however, for the

purpose of carrying on any saloon business thereon unto the said party of the second part and to their successors and assigns, until the 25th day of May A.D. 1916.

And the said party of the first part, for itself and its successors and assigns, hereby covenants and agrees that the said party of the second part or their successors or assigns may build and maintain a dock upon the low land owned by the said party of the first part, between Smith Creek and Dixie Creek. Also that the said party of the second part or their successors or assigns, may build and maintain a barn near where the barn now owned by J. F. Sweeney is situated. And further that the said party of the second part, or their successors or assigns, may erect and maintain such other buildings and fixtures upon the above leased premises as they may require, and may at the expiration of the said term, or within a reasonable time thereafter, enter upon the said premises and remove the same therefrom, excepting barns, platforms, and bunk and mess houses which the said party of the second part agrees and covenants shall become part and parcel of the above leased premises and shall, upon the expiration of the said term, revert with the land to the lessor herein, or to its successors or assigns.

And the said party of the second part does hereby covenant and agree to pay the said party of the first part the rent for the said premises as follows, three hundred fifty (\$350.00) dollars for the whole term ending May 25th 1916, payable at the delivery of this instrument.

And the said party of the first part, for itself and its successors and assigns, does hereby covenant and agree that the said party of the second part, and their successors and assigns, paying the said rent and performing all the covenants herein, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid, and the said party of the first part, for itself and its successors and assigns further covenants and agrees that the said party of the second part, or their successors or assigns, may, at their option, at the expiration of the said term, renew this lease for a further period of ten years.

And the said party of the second part, for themselves and their successors and assigns, hereby covenants and agrees

that, if the said party of the second part is not through cutting timber at their present mill location within the term of this lease, they, or their successors or assigns will, after the expiration of the said term, furnish to the said party of the first part or to its successors or assigns, so long as the said party of the second part or their successors or assigns, shall operate the said mill, the same amount of power as Smith Creek would furnish, free of cost.

It is further understood and agreed by the parties hereto that the said Youmans-Simpson Lumber Company, is the successor of the Skamania Lumber Company, and has succeeded to all the rights and interests of the said Skamania Lumber Company, in and to all contracts, agreements and leases entered into between the said party of the first part and the said Skamania Lumber Company, or between J. F. Sweeney and the said Skamania Lumber Company, and that the same, in so far as they are not inconsistent with the terms of this lease, are of full force and effect.

In witness whereof we have hereunto set our hands and seals the day & year first above written.

Signed, sealed and delivered in the presence of  
 Wm. F. Christensen  
 Raymond C. Sly

The Columbia Gold and Copper Mining Company  
 By J. F. Sweeney Pres. (seal)  
 and A. C. Sly Secy. (seal)  
 and R. M. Wright (seal)  
 Youmans-Simpson Lbr. Co. (seal)  
 By E. L. Youmans (seal)

State of Washington }  
 County of Skamania }  
 On this 12 day of May 1908, before me personally appeared J. F. Sweeney, Pres. and A. C. Sly, Sec. and R. M. Wright, director to me known to be the president, Secretary and director, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said corporation, and on oath stated that they were authorized to execute the said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Wm. F. Christensen  
 Notary Public residing at  
 Stevenson, Wash.

State of Washington }  
 County of Skamania } ss. I, Wm. P. Christensen, Notary Public  
 do hereby certify that on this 13th day of May 1908 personally  
 appeared before me E. L. Youmans to me known to be the  
 individual described as partner in the within instrument  
 and who executed the same, and acknowledged that  
 he signed, and sealed the same as their voluntary act  
 and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of  
 May 1908

(Notarial  
 Seal)

Wm. P. Christensen  
 Notary Public residing at  
 Stevenson, Wash.

Filed for record by Raymond L. Dyon May 13, 1908 at 2:45 P. M.

A. Fleischhauer

County Auditor

By E. Swisher - Deputy

✓ 225

Hadley & Hayes to Joe Barbro.

Madison, Wn. May 18, 1908.

As the parties of the first part; Hadley & Hayes, for and in  
 consideration of the sum of Fifteen Dollars (\$15.00) per month,  
 payable in advance, and for the further consideration that  
 Joseph Barbro, party of the second part shall build a suitable  
 building to carry on a Hotel and saloon business said building  
 shall not have less than ten bedrooms for the accommodation of  
 guests, and said place shall be run in an orderly way at  
 all times.

As the parties of the first part do hereby lease to the party of  
 the second part for the period of ten years, the following de-  
 scribed ground or lot, situated and being on a part of  
 the West end of the James M. Fridley D. L. Co. and more  
 particularly described as beginning at a stake 22 ft south  
 and 50 ft East of the East culvert pipe which crossed the  
 Spokane, Portland & Seattle Ry. Said culvert pipes carry  
 under said Ry. a small creek flowing south, on east.