

Hadley & Hayes to Joseph Barber.

This Agreement made and entered into by and between H. C. Hadley and S. S. Hayes, of Hollins, Washington, hereinafter called the lessors, which term shall include their heirs and assigns, and Joseph Barber, of Hollins, Washington, hereinafter called the lessee, which term shall include his heirs and assigns.

Witnesseth, That the lessors, in consideration of the covenants and agreements of the lessee, herein mentioned, is by him kept and performed, do hereby lease unto the lessee, for a period of ten years, commencing the 18th day of May, 1908, the following described land, to-wit:

"That part of the west end of the James M. Furdley, D. L. Co. more particularly described as beginning at a stake twenty two (22) feet south, and fifty (50) feet east, of the east culvert pipe, which crossed the Spokane, Portland & Seattle Railway, said culvert pipe carrying under said railway a small creek flowing south on the east side of Wind Mountain; thence from said stake one hundred feet (100 ft) east, parallel and south of the Spokane, Portland & Seattle Railway right-of-way, ten (10) feet to a stake; thence south fifty (50) feet to a stake; thence west 100 feet to a stake; thence north fifty (50) feet to the place of beginning." Said lessee promises and agrees to pay the lessors for the use of said land, a monthly rental of fifteen (\$15) dollars in advance, the first payment to be made on the 18th day of May 1908, the balance of payments to be made on the 18th day of each month thereafter. The lessee further agrees, as part of the consideration hereof, to build and erect, or cause to be built and erected, on said ground, a building suitable for the purpose of carrying on a hotel and saloon, which shall contain not less than ten bed rooms for the accomodation of guest, and further agrees to make no unlawful or improper use of said land or buildings that may be erected thereon, but nothing herein contained shall prevent the lessee from conducting a saloon in said building or upon said land.

It is mutually agreed that the lessors shall allow the lessee the privilege of running not to exceed a one inch pipe line up said creek to a suitable or convenient point to obtain a supply of water sufficient for the use of the lessee in carrying on a hotel and saloon business, and the right to go upon the land of the lessors, and divert said water, lay said pipe, maintain and repair the same when needed, the lessors to have the

use of one half the water flowing through said pipe, also the right to tap said pipe line at whatever point may be convenient for them to obtain water; this right or privilege shall exist during the lifetime of this lease and should the lessee purchase said ground such right or privilege shall be perpetual. As another part of the consideration of this lease, the lessors agree to give the lessee the privilege or option of purchasing said land, should the same be plotted into lots, any time during the life time of this lease, at the price for which adjoining vacant lots on the east side thereof will sell for or are reasonably worth provided that said lessee or his successors in interest shall not at any time within 25 years drill for mineral water upon said premises. If any dispute should arise between the parties hereto as to the reasonable value of said adjoining lots it is mutually agreed that the question shall be submitted to two arbitrators - one to be selected by the lessors and one to be selected by the lessee, and both parties shall abide the decision of said arbitrators if they agree as to the value of said lots. If they should fail to agree, they shall submit the question to a third arbitrator to be selected by them, and the decision of such third arbitrator shall be binding on both parties hereto.

Unless the lessee elects to purchase said ground during the life time of this lease, he agreed to deliver up said land to the lessors at the expiration thereof, in good order, reasonable wear excepted. But it is mutually agreed, should a building be erected on said land by the lessee and be destroyed by fire or other casualties beyond his control or without any negligence on his part, said lessee shall not be required to rebuild. provided, however, that said Lease shall nevertheless continue in full force and effect until the end of said term.

In Witness Whereof, said parties have hereunto set their hands and seals in duplicate at Collins, Wash. on the 7th day of July, 1908.

Signed, sealed and delivered in the presence of us as witnesses:

John Reid

M. O. Hadley

S. S. Hayes

Joe Barbo

Seal

Seal

Seal

Filed for record by Joe Barbo on July 7, 1908 at 1:30 P.M.

A. Fleischhauer, Co. Auditor.

By E. Swisher - Deputy

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