

O.R. & Nav. Co. to Belcher etc.

Articles of Agreement entered into this first day of March 1903 between The Oregon Railroad & Navigation Company a corporation duly organized, of the first part, and C.T. Belcher of Portland, Oregon of the second part Witnesseth :

That the said party of the first part in consideration of the agreement herein made agrees to lease and let and does hereby lease and let to the said party of the second part for the term of ten (10) years commencing from the first day above written unless sooner terminated as herein provided, the following described lands situate in the County of Skamania State of Washington to-wit: All the lands comprised in the James M. Findley D.L.C. located partly on section 31 Township 3 North of Range 8 East W.M. and partly in section 36 Township 3 North of Range 8 East W.M., excepting the west 40 acres of the same which was described in a deed of conveyance from the Oregon Steam and Navigation Company to William Collins dated the 19th day of September 1878 and recorded on pages 50 and 51 of Book C of deeds in the office of the Recorder of Skamania County Washington. And for the considerations and conditions hereinafter provided the party of the first part hereby agrees that upon the expiration of this lease it will further extend the privileges of the same for an additional term of five years at an annual rental to be agreed upon, provided, the party of the second part shall upon the expiration of this agreement enter into an additional agreement which shall in the judgment of the party of the first part embody conditions and terms as favorable as the terms offered by any other bona fide party. The party of the first part does hereby further agree that it will at its own expense erect a suitable covered platform at or near what is known as Shell Rock Station on its line of Railroad for the accommodation of passengers going to and from between the property hereby leased and the railroad of said party of the first part. It is mutually understood and agreed that the party of the first part hereby reserves the right at any time to appropriate any portion of the lands covered by this agreement as may be necessary and convenient for the purpose of its building and operating a line of railroad across the premises or as may be necessary and convenient for Station and depot facilities and that such appropriation of a portion of such lands shall not in any way affect or change the conditions of this agreement or the amount of annual rental to be paid by said second party. The party of the second part hereby agrees to use the above described premises for the purposes of a health and pleasure resort and for agriculture purposes and to pay semiannually in advance to the party of the first part for the use of said premises an annual rental as follows to-wit: For the first term of five years commencing on the date of this instrument and ending on the 1st day of March 1908 the annual rental which second party agrees to pay shall be the sum of three hundred and eleven (\$311.00) dollars per year and all taxes on the property and upon the improvement now or to be located thereon. For the second term of five years beginning the 1st day of March 1908 and ending the 1st day of March 1913 the annual rental which second party agrees to pay shall be the sum of six hundred and twenty two (\$622.00) dollars per year and all taxes that may be levied on the property and upon the improvements now or to be located thereon, and further that all such taxes during the entire term of ten years shall be paid before the same shall become delinquent. The party of the second part hereby further agrees to erect

erect proper hotel buildings and bathhouses upon the premises and to expend on such improvements during the first term of five years a sum of not less than five thousand dollars and further agrees that all permanent improvements to the hot Springs located on the premises and all pipes sewers conduits laid under the surface of the ground and leading to and from said springs and buildings shall at the expiration of this agreement from whatever cause become the property of the party of the first part; it being mutually understood and agreed that all buildings and superstructures now located or to be located on the premises shall at the termination of this agreement be and remain the property and exclusive property of the party of the second part, provided the same shall be removed ~~from the said premises within ninety (90) days immediately succeeding the date of the termination of this agreement and if not so removed then and in that case the said buildings shall become the property of the party of the first part.~~ The party of the second part further agrees that as soon as proper buildings are erected on the premises he will operate and maintain a steam or naphtha ferry boat to connect with all such trains of the railroad of the first part as may stop to land and to take on passengers at Shell Rock Station. Said Ferry Boat to be of such capacity as to safely carry at least twenty people at any one time across the Columbia River from the said Shell Rock station to the premises hereby leased, and said second party further agrees that no charge for ferrage shall be made against or collected from any passenger travelling on either way in either direction between the premises hereby leased and any station on the railroad of the party of the first part and does further agree as far as possible to divert all traffic arising from his occupancy of the premises over the rail lines of the railroad of the party of the first part. It is further mutually agreed that the said party of the second part shall have no power to assign this lease to any other person or persons except by written permission of the party of the first part. It is also agreed that if the party of the second part abandons the property hereby leased, the said first party may enter upon and take possession of same and that a non-user for the purpose herein mentioned of the demised premises for six months by said party of the second part shall be sufficient and conclusive evidence of such abandonment. And it is further agreed that the said party of the second part will vacate the premises and surrender the same to the said party of the first part at and upon the expiration of this lease. Failure to keep and perform any stipulations or conditions of this lease shall operate as a forfeiture thereof and the lessor may take immediate possession of the said demised premises together with all and any of the buildings or improvements thereon whether placed there by the lessee or by any other person and terminate the tenancy created hereby. It is further agreed that all the obligations and conditions of this agreement are binding upon the heirs, successors or assigns of both the parties hereto.

In Witness whereof the said party of the first part has caused this instrument to be executed by its president thereunto duly authorized and said party of the second part has hereunto set his hand and seal this day and year first above written.

Witnesses: Chas Wanzer

The Oregon Railroad & Navigation Company

Frank O'Keane

by Al Mohler, President
C.T. Belcher (Seal)

Portland, Oregon November 17th 1910. Permission is hereby given the lessee herein to

transfer and assign the within lease to F.A.Young

F.O'Brien

Portland, Oregon November 17th 1910

For ~~the~~ ~~and~~ other valuable considerations to me moving, the receipt whereof is hereby acknowledged, I hereby sell and assign to F.A.Young all of my right title and interest in and to the within lease.

C.T.Belcher.

Filed for record by U.S.Nat.Bank on July 1st 1912 at 1.15 P.M.

A.Fleischauer

Co.Auditor

S.P. & S. Ry. Co. to Northwestern Electric Company.

THIS AGREEMENT made the 27th day of June, 1912, by and between SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a Washington corporation, hereinafter called the "Railway Company", and NORTHWESTERN ELECTRIC COMPANY, a Washington corporation, hereinafter called the "Electric Company", WITNESSETH:

That the Railway Company, in consideration of the sum of one dollar (\$1.00) to it paid by the Electric Company, and in consideration of the agreements and covenants herein contained to be performed by the Electric Company, hereby gives and grants unto the Electric Company the right to construct and maintain a transmission line or lines on a single line of poles or towers over and across the right of way and railway tracks of the Railway Company in the town of Washougal at the west end of Hathaway's Addition to said town of Washougal in Clarke county, state of Washington;

Also over and across the right of way and railway tracks of the Railway Company near Engineer's Station 1572 in section six (6), township one (1) north, range six (6) east of the Willamette Meridian, in Skamania County, State of Washington;

Also over and across the right of way and railway tracks of the Railway Company near Engineer's Station 1878, in the northeast quarter (NE $\frac{1}{4}$) of section twenty-five (25), township two (2) North, range six (6) east of the Willamette meridian in Skamania county, state of Washington.

Also the right to construct and maintain a transmission line or lines on a single or double line of poles over and across the following described lands of the Railway Company::

A triangular tract of land in lots six (6) and nine (9), section one (1), township two (2) north, range seven (7) east of the Willamette meridian, in Skamania county, state of Washington. The east line of said triangular tract runs parallel to the east line of said lots six and nine and 300.3 feet distant therefrom. Said transmission line crosses said tract for a distance of about 500 feet.