

Wills to Samson.

This Indenture Made and entered into this 20th day of May 1909 between P.S.C. Wills of Stevenson, Washington, party of the first part, and Sam Samson of Portland, Oregon party of the second part, Witnesseth;

That the said party of the first part (hereinafter designated the Lessor) does by these presents, demise, and lease unto the said party of the second part (hereinafter called the Lessee) and his heirs, executors, administrators and assigns, the following described property situate and being in the county of Skamania State of Washington: the North-east quarter of the Northeast quarter of Section twenty-seven, Township three North of Range seven East of W.M., including all hot or mineral springs thereon and the right to develop the said springs and convey the water therefrom; all rights of way on or to the said premises possessed by or belonging to the said lessor; all water rights thereon secured to or possessed by the said lessor and all appurtenances thereunto belonging. For the term of fourteen (14) years from the date hereof at the yearly rentals hereinafter specified and subject to the conditions hereinafter set forth: And the lessee for himself and for his heirs, executors administrators and assigns agrees to pay yearly rentals for the said premises as follows:

\$300.00 on the 20th day of May 1909; \$500.00 on the 20th day of May 1910; \$700.00 on the 20th day of May 1911; \$900.00 on the 20th day of May 1912; \$1100.00 on the 20th day of May 1913; \$1300.00 on the 20th day of May 1914; \$1500.00 on the 20th day of May 1915; \$1700.00 on the 20th day of May 1916; \$1900.00 on the 20th day of May 1917; \$2100.00 on the 20th day of May 1918; \$2300.00 on the 20th day of May 1919; \$2500.00 on the 20th day of May 1920; \$2700.00 on the 20th day of May 1921; \$2900.00 on the 20th day of May 1922.

And the said Lessee, for himself and his heirs executors, administrators and assigns, covenants and agrees as a further consideration to pay or cause to be paid all taxes or assessments hereinafter lawfully imposed upon the said premises. And the said Lessee, for himself his heirs executors administrators and assigns, in consideration of the premises further covenants and agrees as follows:

1. That during the term of this lease the said hot or mineral springs shall be called #The Stevenson Hot Springs#.
2. That he or they will develop and improve the said springs and utilize the waters thereof for commercial purposes as soon as practicable.
3. That he or they will not use or permit the use of powder, dynamite or other high power explosives, in or about the said springs, without the consent of the said lessor.
4. That he or they will not commit waste upon the said premises or cut the timber therefrom, nor permit the same to be done, except as hereinafter provided.
5. That the lessor herein may during the term of this lease, at his own expense, without unnecessary damage to the lessee's property, by private pipe line or otherwise, take and convey from the said springs, or from lessee's pipe line, so much of the said mineral water as he may desire to take for his own private use, provided that none of the water so taken by him shall be used for commercial purposes.

6. That he or they will pay or cause to be paid at the times and in the manner above specified, the yearly rentals aforesaid and will regularly and seasonably pay or cause to be paid the said taxes and assessments, and will well and truly perform all and singular the covenants and agreements herein contained, and upon failure to so pay the said rentals or taxes and assessments as aforesaid at the time and manner specified or upon failure to strictly and literally perform the said covenants and agreements according to the true intent and tenor thereof, then this lease may be declared forfeited and determined by the said lessor upon thirty (30) days notice to the said lessee, and the said property together with all buildings and improvements placed thereon, and all pipe lines or lines built thereon or thereto, shall revert and revest in the said lessor, without any further act or declaration on his part and without any right of compensation or reclamation on the part of the said lessee.

7. That at the termination of this lease as herein provided he or they will quit and surrender the said premises in as good state and condition as reasonable use thereof will permit, damage by elements excepted.

And the Lessor for himself and his heirs, executors administrators and assigns, covenants and agrees to and with the said lessee, his heirs, administrators, executors and assigns as follows:

1. That the said lessee, his heirs, administrators, executors and assigns may cut such timber from that selected as hereinafter provided, as may be necessary to improve the said premises, or for use thereon.

2. That the said lessor together with the said lessee will upon request of the said lessee select the twenty acres of timber belonging to the said lessor and which he has right to so select.

That the said Lessee, his heirs, executors administrators and assigns, paying the said rentals and taxes and assessments as aforesaid, and performing the covenants aforesaid, shall and may peaceably use, hold and enjoy the said premises for the term aforesaid. In Witness Whereof the party of the first part and the party of the second part have signed and delivered this Indenture in duplicate the day and year first above written.

Witnesses: Raymond C. Sly

P.S.C. Wills (Seal)

R.I. Sanderson

Sam Samson (Seal)

State of Washington

County of Skamania, ss. I, Raymond C. Sly, a Notary Public in and for the said State, do hereby certify that on this 26th day of May 1909 personally appeared before me P.S.C. Wills and Sam Samson to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Raymond C. Sly, Notary Public in and for said State

residing at Stevenson in said County

Filed for record by Sam Samson on June 2nd 1908 at 9.15 A.M.

A.F. Fischhauer, Co. Auditor

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