

Agreements & Leases

W. N. BUSBY ET UX TO A. L. CLIFT

THIS INDENTURE, MADE AND ENTERED INTO THIS 7TH DAY OF APRIL 1924 BY AND BETWEEN W. N. BUSBY AND NETTIE BUSBY, HIS WIFE, PARTIES OF THE FIRST PART AND A. L. CLIFT, PARTY OF THE SECOND PART, WITNESSETH;

THAT THE SAID PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE RENTAL TO BE PAID AS HEREINAFTER PROVIDED DO HEREBY LEASE AND LET UNTO THE SAID PARTY OF THE SECOND PART, HIS HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED REAL PROPERTY IN SKAMANIA COUNTY, WASHINGTON, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE HENRY SHEPARD D.L.C., THENCE SOUTH $65^{\circ} 30'$ WEST 8.95 CHAINS, THENCE WEST 9.205 CHAINS, THENCE SOUTH $17^{\circ} 07'$ EAST TO INTERSECTION WITH THE MEANDER LINE OF THE COLUMBIA RIVER OR THE POINT OF BEGINNING OF THE LAND HEREBY LEASED, THENCE FROM SAID POINT OF BEGINNING FOLLOWING THE MEANDER LINE OF THE COLUMBIA RIVER DOWN STREAM TO THE CENTER OF KANAKA CREEK, THENCE IN A NORTHERLY DIRECTION ALONG THE WEST LINE OF THE LAND OWNED BY THE LESSORS AS DESCRIBED IN BOOK "T" OF DEEDS, PAGE 67, RECORDS OF SKAMANIA COUNTY, WASHINGTON, TO A POINT 50 FEET NORTH OF THE LINE MARKING THE DIVISION BETWEEN THE BEACH AND THE HIGHER LAND, THENCE IN AN EASTERLY DIRECTION PARALLEL TO THE LINE MARKING THE BREAK OF THE HIGH LAND TO THE BEACH TO A POINT NORTH $17^{\circ} 07'$ WEST OF THE POINT OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING, IT BEING THE INTENT TO DESCRIBE THEREBY THAT PORTION OF THE BEACH LAND AND A STRIP OF THE HIGHER LAND ADJACENT THERETO ALONG THE FRONT OR RIVER SIDE OF THE PROPERTY OWNED BY THE SAID PARTIES OF THE FIRST PART, ALSO LENDING AND LETTING UNTO THE SAID PARTY OF THE SECOND PART THE RIGHT OF INGRESS AND EGRESS THERETO AND THEREFROM AND ALL FISHING RIGHTS UPON OR FROM SAID LAND OR IN FRONT OF OR APPURTENANT THERETO BELONGING TO OR CLAIMED BY THE SAID PARTIES OF THE FIRST PART.

ALSO GRANTING UNTO THE SAID PARTY OF THE SECOND PART THE USE OF ONE ACRE OF LAND IN THE SOUTHWEST CORNER OF THE PROPERTY OWNED BY THE PARTIES OF THE FIRST PART AS DESCRIBED IN DEED RECORDED AT PAGE 67 BOOK "T", OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON, DURING THE TERM OF THIS LEASE, FOR THE PURPOSE OF CONSTRUCTING THEREON BARN, MESS HOUSES, BUNK HOUSES AND OTHER BUILDINGS OF LIKE NATURE BY THE SAID PARTY OF THE SECOND PART HIS HEIRS OR ASSIGNS.

TO HAVE AND TO HOLD THE SAME UNTO THE SAID PARTY OF THE SECOND PART HIS HEIRS AND ASSIGNS FOR THE TERM OF TEN YEARS, COMMENCING ON THE 7TH DAY OF APRIL 1924.

THE SAID PARTY OF THE SECOND PART PROMISES AND AGREES TO PAY AS RENTAL / THEREFOR AS RENTAL THE SUM OF \$100.00 IN ADVANCE, UPON THE DELIVERY OF THESE PRESENTS FOR THE YEAR ENDING APRIL 7TH, 1925 AND THE SUM OF \$200.00 IN ADVANCE FOR EACH YEAR THEREAFTER.

AND THE SAID PARTY OF THE SECOND PART PROMISES AND AGREES TO PAY THE SAID RENTAL IN ADVANCE AS AFORESAID AND UPON FAILURE SO TO DO, TO QUIT AND SURRENDER SAID PREMISES TO THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS OR ASSIGNS, AND THE SAID PARTIES OF THE FIRST PART SHALL AND MAY HAVE THE RIGHT UPON DEFAULT IN THE PAYMENT OF THE RENTAL TO IMMEDIATELY ENTER INTO AND TAKE POSSESSION OF SAID PREMISES WITHOUT ANY NOTICE, SUIT AT LAW OR OTHER ACTION OR PROCEEDURE BEING REQUIRED AND TO IMMEDIATELY TERMINATE THIS CONTRACT, PROVIDED; AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE SAID PARTY OF THE SECOND PART SHALL HAVE

THE RIGHT TO TERMINATE THIS LEASE BY GIVING THE SAID PARTIES OF THE FIRST PART AT LEAST THIRTY DAYS NOTICE IN WRITING OF HIS INTENTION SO TO TERMINATE, PRIOR TO THE DATE SAID ANNUAL RENTALS SHALL BECOME DUE AND PAYABLE AND IN CASE SUCH NOTICE SHALL BE SO GIVEN, THE SAID PARTY OF THE SECOND PART SHALL NOT BE LIABLE TO THE SAID PARTIES OF THE FIRST PART FOR THE PAYMENT OF ANY FURTHER RENTAL UPON SAID PREMISES AND THESE PRESENTS SHALL BECOME NULL AND VOID FROM AND AFTER THE FOLLOWING RENTAL PAYMENT DATE.

IT IS HEREBY FURTHER MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO THAT THE LESSORS HAVE THE PREFERENCE RIGHT TO PURCHASE FROM THE STATE OF WASHINGTON THE SHORE LAND ADJACENT TO THE PROPERTY HEREIN LEASED; THAT IN CASE AN APPLICATION SHALL BE MADE BY ANY PERSON FOR THE PURCHASE OF SAID LAND DURING THE TERM OF THIS LEASE, THE SAID LESSORS WILL EITHER EXERCISE THEIR PREFERENCE RIGHT TO SO PURCHASE OR WILL GRANT UNTO THE SAID PARTY OF THE SECOND PART HIS HEIRS OR ASSIGNS, THE RIGHT TO EXERCISE SAID PREFERENCE, EITHER BY PURCHASING THE SAME ON BEHALF OF THE LESSORS OR BY PURCHASING THE SAME FOR HIS OWN USE OR BENEFIT, PROVIDED; THAT IN CASE OF THE PURCHASE OF SAID SHORE LAND, BY THE SAID PARTIES OF THE FIRST PART, THE SAID PARTY OF THE SECOND PART SHALL AND MAY HAVE THE USE OF THE SAME DURING THE TERM OF THIS LEASE TO THE SAID EXTENT AND IN THE SAME MANNER AS THOUGH IT WERE DESCRIBED HEREIN AND SPECIFICALLY LEASED HEREBY AND THE RENTALS HEREIN PROVIDED FOR SHALL BE IN FULL CONSIDERATION FOR SUCH USE; AND PROVIDED FURTHER; THAT IN CASE THE SAID PARTIES OF THE FIRST PART SHALL ELECT NOT TO EXERCISE THEIR SAID PREFERENCE RIGHT AND THE SAID PARTY OF THE SECOND PART SHALL PURCHASE THE SAME EITHER ON BEHALF OF THE SAID PARTIES OF THE FIRST PART OR FOR HIS OWN USE AND BENEFIT, THE SAID PARTIES OF THE FIRST PART SHALL HAVE THE RIGHT AT ANY TIME DURING THE TERM OF THIS LEASE TO PAY TO THE SAID PARTY OF THE SECOND PART, HIS HEIRS OR ASSIGNS, THE AMOUNT PAID BY HIM OR THEM FOR SUCH SHORE LAND, WITH INTEREST AT 8% PER ANNUM AND THAT UPON SUCH PAYMENT, THE SAID PARTY OF THE SECOND PART, HIS HEIRS OR ASSIGNS WILL IMMEDIATELY CONVEY THE SAME TO THE SAID PARTIES OF THE FIRST PART OR THEIR ASSIGNS AND IN SUCH EVENT THE SAID SHORE LAND SHALL BE CONSIDERED FROM THE DATE OF SUCH CONVEYANCE THE PROPERTY OF THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS OR ASSIGNS, BUT SHALL BE SUBJECT TO THE TERMS OF THIS LEASE UNTIL THE SAME SHALL BE TERMINATED AND THAT UPON SUCH TERMINATION ALL RIGHTS AND PRIVILEGES IN AND TO SAID SHORE LAND HELD OR EXERCISED BY THE SAID PARTY OF THE SECOND PART, HIS HEIRS OR ASSIGNS, SHALL BE TERMINATED.

IN TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESS:

RAYMOND C. SLY

MR. W. N. BUSBY

MRS. NETTIE M. BUSBY

A. L. CLIFT

STATE OF WASHINGTON,
COUNTY OF SKAMANIA.

(
) ss.

I, RAYMOND C. SLY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT ON THIS 7TH DAY OF APRIL 1924, PERSONALLY APPEARED BEFORE ME W. N. BUSBY AND NETTIE BUSBY, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES

3
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 FOR THE STATE OF WASHINGTON,
RESIDING AT STEVENSON.

FILED FOR RECORD AUGUST 16, 1924, AT 9 A.M. BY RAYMOND C. SLY

Wesley G. Mitchell
COUNTY AUDITOR,
BY *Wesley G. Mitchell* DEPUTY

J. H. ZEVELY ET UX TO A. L. CLIFT

THIS INDENTURE, MADE AND ENTERED INTO THIS 7TH DAY OF APRIL 1924 BY AND BETWEEN J. H. ZEVELY AND ELIZABETH ZEVELY, HIS WIFE, PARTIES OF THE FIRST PART AND A. L. CLIFT, PARTY OF THE SECOND PART, WITNESSETH;

THAT THE SAID PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE RENTAL TO BE PAID AS HEREINAFTER PROVIDED DO HEREBY LEASE AND LET UNTO THE SAID PARTY OF THE SECOND PART HIS HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED REAL PROPERTY IN SKAMANIA COUNTY, WASHINGTON, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE HENRY SHEPARD D.L.C. IN SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 $\frac{1}{2}$ EAST OF THE WILLAMETTE MERIDIAN, THENCE EASTERLY ALONG THE MEANDER LINE OF THE COLUMBIA RIVER 595 FEET; THENCE NORTH TO THE PRESENT FENCE OWNED BY THE PARTIES OF THE FIRST PART, THENCE WESTERLY ALONG THE LINE OF SAID FENCE TO A POINT DIRECTLY NORTH OF THE PLACE OF BEGINNING, THENCE SOUTH TO THE PLACE OF BEGINNING, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO AND THEREFROM AND ALL FISHING RIGHTS UPON OR FROM SAID LAND OR IN FRONT OF OR APPURTENANT THERETO BELONGING TO OR CLAIMED BY THE SAID PARTIES OF THE FIRST PART.

TO HAVE AND TO HOLD THE SAME UNTO THE SAID PARTY OF THE SECOND PART HIS HEIRS AND ASSIGNS FOR THE TERM OF TEN YEARS, COMMENCING ON THE 7TH DAY OF APRIL 1924.

THE SAID PARTY OF THE SECOND PART PROMISES AND AGREES TO PAY AS RENTAL THEREFOR THE SUM OF \$50.00 IN ADVANCE, UPON THE DELIVERY OF THESE PRESENTS AS RENTAL FOR THE YEAR ENDING APRIL 7TH, 1925 AND THE SUM OF \$100.00 IN ADVANCE FOR EACH YEAR THEREAFTER.

AND THE SAID PARTY OF THE SECOND PART PROMISES AND AGREES TO PAY THE SAID RENTAL IN ADVANCE AS AFORESAID AND UPON FAILURE SO TO DO, TO QUIT AND SURRENDER SAID PREMISES TO THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS OR ASSIGNS AND THE SAID PARTIES OF THE FIRST PART SHALL AND MAY HAVE THE RIGHT UPON DEFAULT IN THE PAYMENT OF THE RENTAL TO IMMEDIATELY ENTER INTO AND TAKE POSSESSION OF SAID PREMISES WITHOUT ANY NOTICE, SUIT AT LAW OR OTHER ACTION OR PROCEEDURE BEING REQUIRED AND TO IMMEDIATELY TERMINATE THIS CONTRACT, PROVIDED; AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT THE SAID PARTY OF THE SECOND PART SHALL HAVE THE RIGHT TO TERMINATE THIS LEASE BY GIVING THE SAID PARTIES OF THE FIRST PART AT LEAST THIRTY DAYS NOTICE IN WRITING OF HIS INTENTION SO TO TERMINATE, PRIOR TO THE DATE SAID ANNUAL RENTALS SHALL BECOME DUE AND PAYABLE AND IN CASE SUCH NOTICE SHALL BE SO GIVEN, THE SAID PARTY OF THE SECOND PART SHALL NOT BE LIABLE TO THE SAID