

The property referred to is situated in Underwood, Skamania County, and lies in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 14 Tp. 3 N R 10 E W M. and includes the property on which the residence of Olaf C. Larsen is now located, directly south of the S W corner of the above described property.

Agreement signed in the presence of

P.I. Packard
Rose Larsen

Lizzie G. Packard
Party of the first part

Olaf C. Larsen
Party of the second Part

Filed for record March 25, 1938 at 2-10 p.m. by Louis Thun.

Mabel J. Rose
Skamania County, Clerk-Auditor.

#25439

Clayton L. Barber et ux to United States

LEASE
between
CLAYTON L. AND CORINNE W. BARBER

and

THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this first day of July, in the year one thousand nine hundred and thirty-seven by and between Clayton L. and Corinne W. Barber, whose address is 3404 N.E. 48th St., Portland, Oregon for themselves, their heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the United State of America, hereinafter called the Government;

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

A tract of land beginning at the point on the north side of the county road, said point being 1158 feet south of the Northwest corner of Lot 3, Sec. 30, T. 7 N., R. 5 E., W.M. and running thence south 162 feet, along the west side of Lot 3 to the S. W. corner of Lot 3, thence east 167 feet between Lots 3 and 8 to the north bank of Lewis River, thence S. 35°50' W. 480 feet along the north bank of Lewis River, thence S. 26°00' W. 208 feet, along the north bank of Lewis River, thence north 638 feet to a point on the north side of the county road, thence N. 63°40' E. 228 feet to the place of beginning containing 2.788 acres.

to be used exclusively for the following purposes (see instruction No. 3):

Guard Station.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1937 and ending with June 30, 1938.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of Twenty-five (\$25.00) Dollars per year and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least 30 days days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1940.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

The option to purchase, par. 8 $\frac{1}{2}$, page 2 $\frac{1}{2}$, is made a part of this lease.

7. The Government shall pay the Lessor for the premises rent at the following rate: Twenty-five (\$25.00) Dollars per year.

Payment shall be made semi-annually - December 31 and June 30.

8. The Government shall have the right; during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted; Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government 30 days before the termination of the lease.

OPTION

Par. 8½. The lessee shall have the option of purchasing the land covered by this lease for a consideration of One Hundred and Fifty (\$150.00) Dollars per acre, and the lessors or their heirs, successors, or assigns, shall, upon demand, at any time during the existence of this lease, furnish a warranty deed conveying the premises to the United States of America, which deed shall be duly recorded on the county records; and shall furnish an abstract of title, or Title Insurance, showing merchantable title in the United States, free from all incumbrances, including assessed taxes on the date the deed is recorded, as required by the instructions of the Department of Justice, and/or of this Department, the consideration of One Hundred and Fifty (\$150.00) per acre to be paid upon examination and approval of title. Payment of rental under this lease shall cease when purchase money is paid to the lessors.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

This lease may be terminated at any time during its existence upon thirty days' notice in writing from lessee or lessors.

Par. 9 is deleted.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

Clayton L. Barber
Corinne W. Barber
Lessors.

UNITED STATES OF AMERICA,
By R. L. Merritt
Acting Regional Forester
(Official title)

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary).

I, _____, certify that I am the _____ Secretary of the corporation named _____ as Lessor in the attached lease; that _____, who signed said lease on behalf of the Lessor, was then _____ of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....(Corporate)
Seal

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

1. This standard form of lease shall be used whenever the Government is the lessee of real property; except that when the total consideration does not exceed \$100 and the term of the lease does not exceed 1 year the use of this form is optional. In all cases where the rental to be paid exceeds \$2,000 per annum the annual rental shall not exceed 15 per centum of the fair market value of the rented premises at the date of lease. Alterations, improvements, and repairs of the rented premises by the Government shall not exceed 25 per centum of the amount of the rent for the first year of the rental term or for the rental term if less than 1 year.

2. The lease shall be dated and the full name and address of the lessor clearly written in paragraph 1.

3. The premises shall be fully described, and, in case of rooms, the floor and room number of each room given. The language inserted at the end of article 2 of the lease should specify only the general nature of the use, that is "office quarters", "storage space", etc.

4. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.

5. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

6. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of his authority so to act shall be furnished.

7. Under paragraph 6 of the lease insert necessary facilities to be furnished, such as heat, light, janitor service, etc.

8. There shall be no deviation from this form without prior authorization by the Director of Procurement, except-

(a) Paragraph 3 may be drafted to cover a month's tenancy or other period less than a year.

(b) In paragraph 5, if a renewal for a specified period other than a year, or for a period optional with the Government is desired, the phrase "from year to year" shall be deleted and proper substitution made. If the right of renewal is not desired or cannot be secured paragraph 5 may be deleted.

(c) Paragraph 6 may be deleted if the owner is not to furnish additional facilities.

(d) Paragraph 7 provides that the lessor shall, "unless herein specified to the contrary, maintain the said premises in good repair, etc." A Modification or elimination of this requirement would not therefore be a deviation.

(e) If the premises are suitable without alterations, etc., paragraph 8 may be deleted.

(f) In case the premises consist of unimproved land, paragraph 10 may be deleted.

(g) When executing leases covering premises in foreign countries, departure from the standard form is permissible to the extent necessary to conform to local laws, customs, or practices.

(h) Additional provisions, relating to the particular subject matter mutually agreed upon, may be inserted, if not in conflict with the standard provisions, including a mutual right to terminate the lease upon a stated number of days' notice, but to permit only the lessor so to terminate would be a deviation requiring approval as above provided.

9. When deletions or other alterations are permitted specific notation thereof shall be entered in the blank space following paragraph 11 before signing.

10. If the property leased is located in a State requiring the recording of leases in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

Filed for record March 30, 1938 at 8-00 a.m. by Grantee.

Mable J. Case
Skamania County, Clerk-Auditor.

#25462

Violet Wilson et vir to Marie Addington

THIS INDENTURE, Made this 6th day of January, A.D. 1938, WITNESSETH, That Violet Wilson for herself and as attorney in fact for her husband Fred H. Wilson of Stevensen, County of Skamania, State of Washington, hereinafter called the lessor, does hereby lease demise and let unto Marie Addington of Stevenson, Washington hereinafter called the lessee The Star Lunch and Service Station, together with furnishings and equipment therein and thereon at this date; located on that certain tract of land described in that certain deed recorded in the office of the Auditor for Skamania County, Washington, in Book Z of Deeds, at page 259, records of said county.

TO HAVE AND TO HOLD, for the term of one year to-wit: from the 6th day of January, 1938 A.D. 19... to the 6th day of January, A.D. 1939, yielding and paying therefor the sum of \$25.00 per month for the first four months and sum of \$30.00 per month for the remainder of the year; with option to purchase within one year from date hereof for \$1100.00, lawful money of the United States of America.

The said lessee promises to pay the said rent as follows: to pay said rent monthly in advance and agrees to quit and deliver up the premises to the lessor, his agent or attorney, peaceably and quietly at the end of the term, in as good order, condition and repair as the reasonable use and wear thereof will permit; to pay the rent as above stated for such further time as the lessee may hold the same, and not to make or suffer any waste thereof, nor lease or underlet, or permit any other person or persons to occupy any portion thereof, or improve the same, or make, or suffer to be made, any alteration therein, without first having obtained the written consent of the lessor thereto.

The lessor may enter the premises to view and make improvements, and to expel the lessee if he shall fail to pay the rent as aforesaid, or make or suffer any waste thereof.

And should default be made in the payment of any portion of said rent when due, and for five days thereafter the said lessor, his agent or attorney may re-enter the premises and take possession, and at his option terminate this lease.