

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

*Wm. G. Mitchell*  
COUNTY AUDITOR  
By *Edy Mitchell* DEPUTY

H. B. SMITH ET UX TO A. L. CLIFT.

THIS INDENTURE, MADE AND ENTERED INTO THIS 7TH DAY OF APRIL 1924 BY AND BETWEEN H. B. SMITH AND IDA F. SMITH, 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 RENTALS 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 INTERSECTION OF THE EAST LINE OF THE HENRY SHEPARD D.L.C. WITH THE MEANDER LINE OF THE COLUMBIA RIVER THENCE SOUTH  $63^{\circ} 30'$  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 FOR THE POINT OF BEGINNING OF THE TRACT OF LAND HEREBY LEASED, THEN FROM SAID POINT OF BEGINNING EASTERLY ALONG THE MEANDER LINE OF THE COLUMBIA RIVER TO THE SOUTHEAST CORNER OF THE HENRY SHEPARD D.L.C., THENCE NORTH TO THE EDGE OF THE LINE SEPARATING THE HIGH GROUND FROM THE BEACH; THENCE WESTERLY ALONG SAID RIDGE TO A POINT NORTH  $17^{\circ} 07'$  EAST OF THE POINT OF BEGINNING, THENCE SOUTH TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO AND TO THE POINT OF BEGINNING AND THEREFROM AND ALL FISHING RIGHTS UPON OR FROM SAID LAND OR IN FRONT OF OR APPURTENANTS 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 \$100.00 IN ADVANCE, UPON THE DELIVERY OF THESE PRESENTS AS RENTAL FOR THE YEAR ENDING APRIL 7TH, 1925 AND THE SUM OF \$250.00 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 IN TO 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 <sup>SO</sup> 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 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 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; 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 SAME 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 PROVIDING 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 WITH INTEREST AT 8% PER ANNUM FOR SUCH SHORE LAND 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 PARTY 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.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE SAID PARTY OF THE SECOND PART, HIS HEIRS AND ASSIGNS, SHALL AND MAY HAVE THE RIGHT TO USE A STRIP OF LAND 50 FEET IN WIDTH IMMEDIATELY NORTH OF AND ADJACENT TO THE BEACH LAND HEREBY LEASED, AT SUCH TIMES AS BY REASON OF HIGH WATER THERE SHALL NOT BE ROOM ENOUGH UPON SAID BEACH LAND TO OPERATE THE FISHING NETS OR PARAPHERNALIA OF SAID PARTY OF THE SECOND PART.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED THAT THE SAID PARTIES OF THE FIRST PART WILL CONSTRUCT A FENCE ALONG THE NORTH LINE OF THE PROPERTY HEREBY LEASED WITHIN SEVEN DAYS AFTER THE SAID PARTY OF THE SECOND PART, HIS HEIRS OR ASSIGNS, SHALL NOTIFY HIM TO SO CONSTRUCT SAID FENCE AND IN CASE OF FAILURE OF THE SAID PARTIES OF THE FIRST PART TO COMPLETE THE FENCE WITHIN SAID TIME, THE SAID PARTY OF THE SECOND PART SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THEREAFTER ACCRUED TO THE SAID PARTIES OF THE FIRST PART BY REASON OF THE TRESPASS OF STOCK UPON THE PREMISES BELONGING TO THE SAID PARTIES OF THE FIRST PART.

THE SAID PARTY OF THE SECOND PART PROMISES AND AGREED TO PAY TO THE SAID PARTIES OF THE FIRST PART AS COMPENSATION FOR THE BUILDING OF SAID FENCE AND IN ADDITION TO THE RENTAL AS HEREIN PROVIDED, THE SUM OF \$100.00, PROVIDED ALSO; THAT IN CASE THE SAID PARTY OF THE SECOND PART <sup>SHALL</sup> DESIRE TO USE THE 50 FOOT STRIP TO THE NORTH OF AND ADJACENT TO THE BEACH LAND HEREBY LEASED AND IN SO DOING, SHALL



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DAMAGE THE FENCE OF THE SAID PARTIES OF THE FIRST PART, THEN, AND IN THAT EVENT HE SHALL PAY TO THE SAID PARTIES OF THE FIRST PART AS FULL AND LIQUIDATED DAMAGES THEREFOR THE SUM OF \$50.00 FOR EACH TIME SAID STRIP OF LAND SHALL BE SO USED,

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

H. B. SMITH

IDA F. SMITH

A. L. CLIFT

STATE OF WASHINGTON,     (     ) ss.  
COUNTY OF SKAMANIA.

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 H. B. SMITH AND IDA F. SMITH, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME FREELY AND VOLUNTARILY 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 COUNTY AND  
STATE, RESIDING AT STEVENSON THEREIN.

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

*W. G. Mitchell*  
COUNTY AUDITOR  
By *Edy P. Mitchell*  
DEPUTY

A. L. CLIFT TO J. W. MCGOWAN

KNOW ALL MEN BY THESE PRESENTS, THAT A. L. CLIFT, PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR TO HIM IN HAND PAID BY J. W. MCGOWAN OF MCGOWAN, WASHINGTON, PARTY OF THE SECOND PART, DOES HEREBY CONVEY, ASSIGN, TRANSFER AND SET OVER, UNTO THE SAID PARTY OF THE SECOND PART A FOUR-FIFTHS INTEREST IN AND TO THOSE CERTAIN INDENTURES OF LEASES DATED THE 7TH DAY OF APRIL 1924, EXECUTED BY W. N. BUSBY AND NETTIE BUSBY, HIS WIFE, BY J. H. ZEVELY AND ELIZABETH ZEVELY, HIS WIFE AND BY H. B. SMITH AND IDA F. SMITH, HIS WIFE, RESPECTIVELY, TO A. L. CLIFT, AND COVERING CERTAIN LANDS BELONGING TO THE ABOVE NAMED LESSORS FRONTING UPON THE COLUMBIA RIVER IN SECTION 36 Tp. 3 NORTH OF RANGE 7½ EAST OF W.M., IN SKAMANIA COUNTY, WASHINGTON.

TO HAVE AND TO HOLD THE SAID FOUR-FIFTHS INTEREST IN AND TO THE SAID LEASES UNTO THE SAID PARTY OF THE SECOND PART, HIS HEIRS AND ASSIGNS, SUBJECT TO ALL THE TERMS AND CONDITIONS THEREIN EXPRESSED AND TO THE PAYMENT OF FOUR-FIFTHS OF THE ANNUAL RENTAL THEREIN PROVIDED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS 15TH DAY OF AUGUST 1924.

EXECUTED IN PRESENCE OF:

A. L. CLIFT (SEAL)