

for the term of One year from the 1st day of July, 1953 at the annual rent or sum of Seven hundred eighty Dollars, payable in advance And receipt of said sum of rent is hereby acknowledged.

AND IT IS HEREBY AGREED, That if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said lessor to re-enter the said premises and remove all persons therefrom; and the said lessee hereby promises and agrees to pay the said rent in the manner herein specified; and not to lease or sub-lease the whole or any part of the said premises nor assign this lease, or any interest therein, without the written consent of the lessor.

It is further stipulated and agreed that the lessees shall have the right to purchase said property at any time during the term of this lease for the sum of Six thousand five hundred Dollars (\$6,500.00), and that said rent hereinabove paid shall be credited upon said purchase price as partial payment for the purchase price of said property and the lessees shall pay the difference to the lessors in the event of the exercise of this option.

Provided however, that the lessees shall give written notice to the lessors on or before June 1st, 1954, of intention to exercise the option to purchase said property. And said notice may be served by mailing a copy thereof addressed to Lessors at their post office address above stated. The lessors agree not to sell said property to any other person during the term of this lease.

AND at the expiration of term of this lease, the lessee will quit and surrender the premises in their present condition, ordinary wear and damage by the elements or fire excepted.

IN WITNESS WHEREOF, The parties hereto have signed and sealed this lease the day and year first above written.

Ernie O. Yates (SEAL)

Esther I. Yates (SEAL)

George M. Baker (SEAL)

STATE OF WASHINGTON }  
County of Klickitat } ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this day of June, 1953 personally appeared before me Ernie O. Yates and Esther I. Yates, husband and wife, and George M. Baker to me known to be the individuals described in and who executed the foregoing 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.

Given under my hand and official seal the day and year last above written.

(Notarial Seal affixed)

Wm. J. Moriarty  
Notary Public in and for the State of Washington  
residing at White Salmon, Washington.

Filed for record July 2, 1953 at 3-55p.m. by George M. Baker.

*John C. Wooten*  
Spokane County Auditor

46128 Spokane Portland and Seattle Railway to Beacon Lake Corp.

AGREEMENT Made this 30th day of April, 1929, between SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a Washington corporation, hereinafter called the "Railway Company", and BEACON LAKE CORPORATION, a corporation, hereinafter called the "Beacon Company".

In consideration of the mutual promises hereinafter contained, and in consideration of the sum of Ten Dollars (\$10) paid by the Beacon Company to the Railway Company, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

FIRST: The Railway Company grants to the Beacon Company a revocable permit to control exclusively fishing in that part of Woodard Creek which flows upon and across land owned by the Railway Company in the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section

twenty-six (26), and that portion of land owned by the Railway Company lying northerly of a line parallel to and fifty (50) feet northerly from the center line of the main track of the Railway Company in the North half of the Northeast quarter (N $\frac{1}{2}$  of NE $\frac{1}{4}$ ) of Section thirty five (35), all in Township two (2) North of Range six (6) East, of the Willamette Meridian in the county of Skamania, state of Washington.

SECOND: The Railway Company reserves to itself the right to enter upon the premises hereinbefore described in paragraph one at any time, and to make any changes necessary or convenient in the channel of Woodard Creek, and to do any work of any kind whatsoever necessary to maintain its roadbed and track in good and safe condition, or to do any other work which may be necessary or convenient in connection with the operation of the railroad of the Railway Company upon or in the vicinity of the said premises hereinbefore described.

THIRD: The Beacon Company shall not obstruct the flow of water in Woodard Creek, and shall not do anything which shall be injurious to the Railway Company. Whether or not any acts done by the Beacon Company shall be held to constitute such obstruction or such injurious action shall be determined by the Chief Engineer of the Railway Company, and his judgment in the matter shall be final. The Beacon Company shall keep the premises hereinbefore described free and clear of any and all debris or rubbish which may accumulate thereon because of the exercise by the Beacon Company of the rights herein granted.

FOURTH: The Beacon Company agrees to indemnify and hold harmless the Railway Company for loss, damage or injury from any act or omission of the Beacon Company, its employees or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, in any way caused by or arising out of the exercise by the Beacon Company of the rights herein granted, and whether caused in whole or in part by the negligence of the Railway Company or otherwise.

FIFTH: The Beacon Company shall not assign this agreement, or any interest therein, without the written consent of the Railway Company.

SIXTH: The rights herein granted may be revoked by the Railway Company at any time by notice in writing addressed to the Beacon Company and forwarded by mail to the Beacon Company at Stevenson, Washington. And upon such revocation all rights herein granted shall cease and terminate, and the Beacon Company shall thereupon quit possession of the premises hereinbefore described, and shall remove therefrom all property upon said premises owned by the Beacon Company. If the Beacon Company shall fail for a period of thirty days after such revocation to remove said property, the Railway Company may appropriate said property and dispose of it as though said property were its own property, and shall not thereafter be liable in any way to the Beacon Company for said property, or the value thereof.

IN WITNESS WHEREOF said parties have executed this instrument by their respective officers duly authorized, the day and year first above written.

SPOKANE, PORTLAND, AND SEATTLE RAILWAY COMPANY

By W. F. Turner  
President

(S.P.&S. Seal affixed)

Attest:  
Robert Grosbie  
Secretary

W.H.M.

BEACON LAKE CORPORATION

By San Samson  
President

Attest:  
Geo. H. Watson  
Secretary

Filed for record October 26, 1953 at 8-57 a.m. by San Samson.

*John P. Wachter*  
Skamania County Auditor.