

STATE OF WASHINGTON TO P.S.C WILLS.

THIS LEASE, Made and entered into this 5th day of September, 1914, by and between the State of Washington, party of the first part, and P.S.C.Wills, Stevenson, Washington, party of the second part: WITNESSETH, That for and in consideration of the sum of Thirty-three and no/100 (\$33.00) Dollars per year, to be paid to the Commissioner of Public Lands of the State of Washington yearly in advance, and in consideration of the covenants hereinafter contained, the State of Washington doth lease to the party of the second part, for the period of five (5) years from date of this instrument, that tract or parcel of land situate in the County of Skamania State of Washington, and described as follows, to-wit: The west half of section twenty-seven (27); and the north half of northeast quarter and the northeast quarter of northwest quarter of section thirty-four (34); all in township three (3) north, range seven (7) east of the Willamette Meridian, containing 440 acres, more or less, according to the government survey thereof. This lease is issued upon the express agreement between the lessee and the Commissioner of Public lands that the lessee shall at no time have any right to cut, remove, destroy or in any way use any of the timber, either standing or fallen, upon the land, and that this lease shall not be considered as in conflict with any legal or statutory right the purchaser of such timber may have to enter upon the land and remove the timber therefrom. For a violation of any of the provisions of this clause, the Commissioner is authorized to cancel and annul this lease.. The lessee, with full understanding, agrees to the foregoing stipulations. Said lands are leased for the following purposes only, viz: ----acres for agricultural purposes and 440 acres as pasture or scab land for pasture or grazing purposes only, and in case said land or any part thereof is used for any other purpose, this lease shall be void without notice to the lessee. (Chapter 79, Laws 1903 sec.8.) Attention is expressly called to the fact that the statutes governing the lease and sale of state lands do not give the lessee the right to insist that this land be offered for sale at the termination of this lease. As a further consideration the following covenants are mutually agreed to: The payment of the above mentioned annual rent to the Commissioner of Public Lands of the State of Washington yearly in advance is of the essence of this contract, and the same shall be, and is, a condition precedent to the execution and continuance of this lease or any right thereunder, and if said annual rental shall not be paid at the times and in the manner provided by law, this lease shall be null and void. (Chapter 223, Laws 1909; sec.5)

The State of Washington reserves the right, by or through any board, commission, officer or officers, or otherwise, and whether upon the application of the lessee or upon the application of any other person, association or corporation, or otherwise, to grant such privileges, permits for use, easements for rights-of-way and for other purposes, upon, over, through or across said land, or any part thereof, for any and all purposes and uses and to any extent now or hereafter authorized by law and the right to sell or otherwise dispose of any and all timber and other valuable materials of any name or nature existing thereon or therein, with such rights and privileges for the protection, use and removal thereof as may be authorized by law. The above described lands are leased subject to all the provisions of Chapter 109 of the Session Laws of 1911, to which reference is hereby made and which shall be as binding upon the lessee and any successor in interest, as though set out at length herein. The lessee herein shall not cut, destroy, injure, take or remove from the lands herein described any timber or wood, unless he has first established his actual home thereon and then only such as may be actually necessary for domestic use or to clear the land for actual cultivation. Upon application in writing to the Commissioner of Public Lands, setting forth the facts, such lessee may, if deemed for the best interests of the State obtain consent for the removal of the timber or wood as above provided. (Chapter 34, Laws 1899; sec.2) The lessee herein, at the expiration of this lease, shall have the preference right to re-lease the lands herein described under the terms and conditions and in the manner prescribed by law. (Chapter 223, Laws 1909; sec 6.)