

Territory of Washington.) } S.S.
County of Clarke.

On this 9th day of November 1882 before me personally appeared Fenner Foster personally known to me to be the same person who executed the foregoing and within deed and acknowledged to me that he executed the same freely and voluntarily. In Witness whereof I have hereunto set my hand and official seal the day in this certificate last above written.

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(Notarial Seal)

W. Byron Daniels.
Notary Public in and for said County
and Territory.

Rec. Dec. 13 at 5 P.M. Rec. Dec. 16, 1883 at 9 A. M. Geo. H. Stevenson.
Auditor.

LEASE H. A. LEAVENS & WIFE TO W.P. STEVENSON.

This agreement entered into this Seventeenth day of November in the year eighteen hundred and eighty three witnesseth: That H. A. Leavens and Pluma Leavens his wife, do hereby lease, demise and let unto William P. Stevenson of the City and State of New York and his heirs and assigns the following described parcel of real estate that is to say: All that part and parcel of land, or lake or land sometimes covered with water known and described as Sophia Lake and situated on lot Five (5) section twenty five (25) and also all that part and parcel of land known and described as the South East quarter of the South East quarter of Section twenty six (26) all being in Township two (2) North Range six (6) East Willamette Meridian being in the County of Skamania in the Territory of Washington together with the privilege of erecting and maintaining ice houses and other buildings on the said premises near the bank of the River and near said lake also with the privilege of erecting and maintaining shutes and ice runs ways from the said lake to the ice houses and from the ice houses to the River; also with the privilege of using all the water from a certain creek known as and named the little creek and with the right to construct and lay a flume from the above named creek to the said Lake Sophia for the purposes of conducting water into said Lake from said Creek and also with the privilege of filling the said Lake with water from the first day of November to the first day of March and of cutting ice therefrom during each and every year of the term hereby created. To have and to hold to the said William P. Stevenson his heirs and assigns for the term of twenty years from the fifteenth day of October Eighteen hundred and eighty three yielding and paying therefor the rent of twenty five Dollars annually and the said lessee hereby promises to pay the said rent in gold coin of the United States to the said lessors their heirs or assigns on the Fifteenth day of October yearly in advance: to construct the said flume shute and ice runways in such a manner as not to hinder stock from passing to and from the range or farm; to use said premises for ice purposes only and to quit and surrender up the premises to the said lessors or their lawful attorney, peaceable and quietly at the end, of the term in as good order and condition as reasonable use and wear thereof will permit damages by the elements and other unavoidable casualties excepted and to pay the rent as above stated for such further time as the lessee may hold the same; and not make or suffer any waste thereof and that the lessors may enter and expel the lessee if he shall fail to pay the rent as aforesaid. Provided always and it is expressly understood that the said lessors do reserve all right of draining and cultivating said lake from the first day of March to the first day of November of each and every year during said term and the privilege of otherwise using the premises hereby leased in such manner as not to effect or interfere with the ice business of said lessee, and provided also and it is expressly agreed and understood that the said lessee may

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