

Turner F. Loomis + wife to Joseph Paquet

This agreement made and entered into this eighth day of May 1898, by and between Turner F. Loomis and wife Minnie M. Loomis, parties of the first part, and Joseph Paquet, the party of the second part witnesses:

That for and in consideration of the premises, covenants and agreements hereinafter made, set forth and to be performed by the said party of the second part herein, the said parties of the first part herein do hereby lease and let unto the said second party for the period of eight years with the privilege of renewal on the same terms at the expiration thereof for seven years longer, beginning at the date of this lease, and ending at the close of the fishing season of 1906 (or if renewed, at the close of the fishing season of 1913) for the purposes of fishing only, the following described premises, to-wit:

Lot 3, in Section 36, and a sufficient distance onto 5 in Section 25, to make 475 feet above the location of the fish wheel now on said premises. All of said land being in Township 2 North, Range 6 East of Willamette Meridian is the said second party, his heirs and assigns yielding and paying rent therefor in the sum of a cent a pound for salmon fish, and three quarters of a cent a pound for what is known as "White-fish", and three quarters of a cent a pound for all defective or inferior salmon or other fish that may be caught on said leased premises and sold, whether caught by the fish wheel now located thereon and included in their lease or by other fishing apparatus erected or operated on said premises by the second party, and that the said fish shall be weighed at traps or or other fishing apparatus where the same are caught. Said rental to be paid by the second party in the City of Portland and State of Oregon within days after the close of the fishing season as provided by law or, if sooner as soon as he shall receive pay from the carriers for the fish delivered, said payments to be made on the fish sold, and first party may sell and account for all fish that second party fails to sell. It is hereby understood that the said second party shall have possession of the

leased premises together with the appurtenances thereunto belonging or in anywise appertaining, which at this time include only stationary fish wheel and leads necessary for the proper operation of the same.

And the said second party hereby agrees to keep the said stationary fish wheel in operation during the fishing seasons of each year that this lease continues in force, accidents that are unavoidable excepted, and to build all necessary structures for the benefit and profit of the parties thereto; the second party being the judge thereof. The party of the second part agrees to make any reasonable repairs to said wheel as soon as practicable in case of accident; That the said second party shall pay the taxes on all fishing gear used by him upon the leased premises for each year and part of year during this lease, and during such further time as the said second party or his assigns may hold the premises; That he will commit no waste nor suffer to be committed any waste on the premises; that he will not assign this lease nor underlet the whole or any part of said premises covered thereby to any person or persons without the consent of the first parties or those having their estate in the premises being first obtained in writing.

It is further agreed that the first parties or those having their estate in said leased premises shall be permitted at reasonable times to enter into and upon the same to examine the condition thereof, and further, that the said second party his heirs or assigns, shall and will at the expiration of said term peaceably yield up to the first parties or those having their estate, all and singular the premises and all future erections or additions to or upon the same in as good order and condition in all respects, reasonable wear and use thereof excepted, as the same are or may be put by the second party, his heirs or assigns. It is further agreed between the parties hereto that N. F. Levens one of the parties of the first part shall superintend the operation of the wheel or wheels or other fishing gear, without compensation,

to be operated upon said premises during the term of this lease provided he is at all times able and willing to assume or perform said services, but in case he shall be unable for any cause or shall not desire to superintend the operation of said fishing gear, then he and the second party herein shall agree upon some third party to be installed as superintendent of the said fishing gear, and the wages of the person so agreed upon shall be borne half and half by the said parties of the first part and the said parties or the second part herein.

And it is further agreed that the man who is to have charge of or tally the fish which are caught by the said wheels, traps or other fishing gear which may be operated upon the said premises, shall be acceptable to all parties and shall be mutually agreed upon between them. It is expressly understood however that should the parties of the second part, neglect or fail to perform any of the terms or conditions of this lease as set forth herein, then the same may be considered terminated by the parties of the first part upon giving the said party of the second part, his heirs or assigns thirty days notice of their option to terminate the same, but in case the first parties should not desire to terminate the said lease, the said second party agrees to pay to the first party such damages as they may suffer by reason of his failure to perform the condition of this in exact accordance with the requirements herein expressed. Said damages to be determined by arbitration, the parties of the first part to choose one arbitrator, the second party to choose a second, and the two thus chosen if unable to agree upon the amount of damages to be paid, to select a third, and the decision of the three or a majority thereof shall be final. It is further understood and agreed by and between the parties hereto that the parties of the first part shall be permitted to use the leased premises for any and all purposes that they may be useful for except the right of fishing, and so long as they do not interfere with the full and perfect use of the said premises for fishing purposes as herein expressed.

It is further agreed that the license required by the laws of the State of Washington for the operation of

fishing gear shall be taken out in the name of J. F. Lewis one of the parties of the first part herein, but the same shall be paid by the party of the second part.

It is further understood and agreed by the parties herein that if at any time the market price of salmon should fall below one and one half cents per pound the second party shall be privileged to consider this lease at an end, and release to the first parties all his rights and privileges under the same and be freed from any further liability thereunder; but if he should desire to continue the same the price herein agreed upon shall be paid the same thereafter as before.

In witness whereof we have hereunto set our hands and seals in duplicate this ninth day of May 1898

In presence of
E. E. Corvett
A. A. Lewis.

J. F. Lewis (Seal)
Minnie M. Lewis (Seal)
Joseph Piquet (Seal)

State of Wash. } ss.
County of Skamania }

This certifies that on this 11 day of May A.D. 1898 before me the undersigned a Justice of Peace in and for said County and State personally appeared the within named Minnie M. Lewis who known to me to be the identical person described in and who executed the within instrument and acknowledged to me that she executed the same for the uses and purposes therein mentioned. And on an examination made by me separate and apart from her said husband then and there acknowledged to me that she executed the same freely and voluntarily and without fear, coercion or compulsion from any one.

In testimony whereof I have hereunto set my hand and seal the day and year last above written

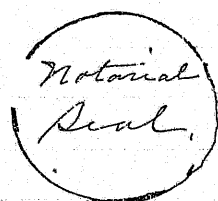
(Seal)

John S. Clark
Justice Peace, Cascade Precinct
Skamania County Wash.

State of Oregon } ss.
 County of Multnomah }

This Certificate that on this 13th day of May, 1898 personally appeared before me a Notary Public for Oregon the within named F. J. Lewis and Joseph Paguet, known to me to be the individuals described in and who executed the within instrument and they acknowledged to me that they signed sealed and executed the same freely and voluntarily for the uses and purposes therein mentioned.

Witness my hand and notarial seal
 This 13th day of May 1898



E. E. Carrott
 Notary Public for Oregon

Filed for record June 13th A.D. 1898 at 10
 o'clock A.M.

Cl. J. Fran

Auditor

C. B. Jr. H. Smead

Chairman