

S. B. Ives to William Sams.

This Indenture, made the 18th day of October, A. D. 1904, between S. B. Ives, of Lewis and Clark, Skamania County, Washington, the party of the first part; and William Sams, of Winemah, Multnomah County, Oregon, the party of the second part, Witnesseth:

That the said party of the first part, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained in the deed and behalf of the said party of the second part, to be paid, kept and performed, has granted, leased, demised and let, and by these presents does grant, lease, demise and let unto the said party of the second part a certain strip of gravel bar or shore lands on the lead commonly known as Ives Island, between the Columbian River and Slough, 800 feet in width, beginning at the Northeast corner of the Dequet tract on the Section line between Sections 30 and 31, Township 2 N., Range 7 E., Willamette Meridian, running thence in a Northwesterly direction up the Columbian River to the point or end of the gravel bar, the same being certain shore lands purchased from the State of Washington by said party of the first part, all in Section 30, Township 2 N., Range 7 E., Willamette Meridian, in said Skamania County.

To Have and to Hold the said premises unto the said party of the second part, for his sole and proper use and benefit for the term of Twelve (12) years, from the 18th day of October A. D. 1904, to the 18th day of October A. D. 1916, it being the intention to cover twelve fishing seasons, together with all and singular the tenements and hereditaments thereto belonging and appertaining, and all leads, wheels and fishing appliances now or since, belonging to said party of the first part, if any there be. In consideration thereof, the said party of the second part hereby covenants and agrees to and with the said party of the first part that he will occupy, work and care for said premises during the term aforesaid, in a fishermanlike manner and according to the usual course of fishing practiced in the neighborhood; that he will not commit any waste or damage, or suffer any to be done; that he will at his own cost and expenses and in a good and workmanlike manner keep the lead and wheel in good repair, and replace same if carried away by or destroyed by water or the elements; and that he will deliver to the said party of the first part, or to his order, one equal third of the proceeds said fish caught on or about said premises, of every name, kind and description, and such division shall be made immediately or within a reasonable time after said fish have been sold and proceeds received therefrom; that he shall keep during the term of this lease a perfect, just and true book of account, wherein shall be entered and set down the number, kind and amount in pounds of all fish caught, the place where and the names of the parties to whom sold and the amount received therefor, and be prepared to make full settlement of any lot of fish sold, the party of the first part to have access to said book at all reasonable hours; that he shall sell and dispose of all fish caught at the market price or best rates obtainable; that he shall not sell or assign this lease without the consent of the party of the first part, or those having his estate in the premises, being first obtained in writing. It is further understood and agreed between the parties that the said party of the second part shall have the privilege of building other and new leads, wheels and seines, and making all and any necessary improvements for fishing purposes, the benefits therefrom to accrue to the said parties hereto in the proportion hereinafore set forth; that the said party of the second part shall have free and uninterrupted access to and from said leased premises. And it is understood that the covenants and agreements aforesaid are to apply to and bind

the heirs, executors, administrators and assigns of the respective parties. Provided always, and these provisions are upon this condition that if the said party of the second part shall neglect or fail to perform and observe any or either of the covenants and agreements hereinafore obtained, which on his part are to be performed, all with a forfeiture of this lease. It is understood and agreed between the parties hereto that the second part shall pay all taxes on improvements, and those two certain leases made between the parties hereto on March 30, 1899 and October 2, 1902, in relation of said lands, are hereby terminated and at an end.

In Testimony Whereof, the said parties have hereunto set their hands and seals, on the day and year first above written, to this and another instrument of like tenor and date.

Signed, sealed and delivered in the presence of us as witnesses:

T. H. Ward

S. B. Ives Seal

Roy W. Whitney

William Sams Seal

State of Oregon

County of Multnomah }
I, T. H. Ward, a Notary Public in and for the State of Oregon, do hereby certify that on this 18th day of October, A. D. 1904, personally appeared before me S. B. Ives and William Sams, to me known to be the individuals described in and who executed the within 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.

My Notarial Commission expires December 5, 1904.

GIVEN under my hand and official seal this 18th day of October A. D. 1904.

Notarial
Seal

T. H. Ward

Notary Public for the State of Oregon
Residing at Portland therein.

Filed for record by Columbia River Packers Assn. on March 11, 1905 at 1.15 o'clock P. M.

approved

John McLeather
Chairman

A. Fleisschman
Co. Auditor.