

Eva Nelson and O. D. Nelson to E. J. McCowan & Son

This Indenture, Made this 24th day of April A. D. 1899, by and between Eva Nelson and O. D. Nelson, her husband, parties of the first part, and E. J. McCowan & Son, Incorporated, a corporation, duly organized and existing under and by virtue of the laws of the State of Washington, having its principal office and place of business at Elinor, Pacific County, State of Washington, party of the second part,

Witnesseth:

That said parties of the first part, for and in consideration of the covenants and agreements hereinafter set forth on behalf of said party of the second part to be by it kept and performed, do hereby lease, demise and let unto said party of the second part, its successors and assigns, a certain strip of land twenty five (25) feet deep, fronting, abutting, and running along the meanders of the North side of the Columbia river, in Okanama County, State of Washington, together with all the fishing privileges and interests with which the said parties of the first part are now vested, or may hereafter acquire, thereon, said strip of land being a part of the following described real property, to wit:

Lots Number one (1), two (2), three (3) and four (4), and all the tide land in front of and abutting upon the same, And also the following described real property, to wit:

Beginning at a point twenty five (25) feet in-shore from where the lead running North from the fish wheel, known as the Woodard creek wheel, now intersects the meander line of the Columbia river on the Washington shore; and running thence East ten (10) feet; thence North one hundred and ninety-eight feet; thence West two hundred and twenty (220) feet; thence South one hundred and ninety-eight (198) feet; thence East two hundred and ten (210) feet to the place of beginning, containing one (1) acre of land; all of the above described real property being situated in Section thirty five (35) Township two (2) North of Range six (6) East of the Willamette Meridian, in Okanama County, State of Washington.

To have and to hold the same for the term of twenty (20) years from the first day of January, 1899, that is to say, from the first day of January, 1899, to the first day of January, 1919.

And the said party of the second part, its successors and assigns, for and in consideration of the foregoing covenants and agreements of said parties of the first part to be by them kept

and performed, does hereby covenant and agree to pay to said parties of the first part, their heirs and assigns, the following rent for said premises, to wit: One-third ($\frac{1}{3}$) of the market price of all fish that may be caught on said leased premises by fish wheels or traps, and one-third of the net sum realized from all fish caught upon said leased premises by set nets or other fishing appliances.

And said party of the second part further covenants and agrees that it will keep the fish wheel and leads now upon said premises, or that may hereafter be erected thereon, in as good a state of repair as the same now are, or may be put into by said party of the second part, accidents excepted, and in case of accident, said party of the second part agrees to repair said wheel or wheels, trap or traps, as soon as practicable thereafter.

And said party of the second part further covenants and agrees to build all necessary structures for the benefit and profit of the parties hereto.

And said party of the second part further covenants and agrees that it will pay all taxes, duties and water taxes that shall be levied or assessed on or against the demised premises for each year and part of a year during the term aforesaid, and during such further time as said second party, its successors or assigns, may hold the premises; that it will not commit nor suffer any ship or waste in the premises; that it will not assign this lease, nor underlet the whole or any part of the premises, to any person or persons, without the consent of the said first parties or those having their estate in the premises, being first obtained in writing, allowing thereof; and also that it shall be lawful for the said first parties, or those having their estate in the premises, at seasonable times, to enter into and upon the same to examine the condition thereof; and further, that the said party of the second part, its successors and assigns, shall and will, at the expiration of said term, peaceably yield up unto said first parties, or those having their estate therein, all and singular the premises, and all future erections and additions to or upon the same, in as good order and condition in all respects, reasonable wearing and use thereof, and damage by fire or floods and other unavoidable casualties excepted, as the same now are, or may be put into by the said party of the second part, its successors or assigns; Provided, always, and the last provision

in which this express condition, that at the expiration of the term of this lease the said first parties, or their successors in interest, shall pay or cause to be paid to said party of the second part, its successors or assigns, the reasonable value of the improvements upon said premises; and in case the parties hereto, or their respective successors in interest, cannot then agree upon the value thereof, then and in that event, each of the parties hereto, or their successors in interest, shall be entitled to select one arbitrator, and in case they cannot agree, then said arbitrators are to select a third arbitrator, and the decision of such arbitrators so selected as to the value of said premises to be final and binding upon the parties hereto, or their respective successors in interest; then, if said parties of the first part, or their successors in interest, shall pay to said party of the second part, or its successors in interest, the value of said improvements so ascertained as aforesaid, then said parties of the first part, or their successors in interest, are to be and remain the sole owners of the improvements upon said property; but in case said parties of the first part, or their said successors in interest, do not then desire to purchase said improvements as aforesaid, then, and in that event, they hereby covenant and agree to execute and deliver to said party of the second part, or its successors in interest, another lease upon the premises herein described upon the same terms and conditions as are herein set forth, for another period of twenty years from the first day of January, 1919.

It is mutually agreed and understood that the fish caught upon said premises are to be tallied and weighed at the cannery of the party of the second part at Claple Bell, Oregon, and to be paid for within Twenty days after the close of each fishing season, as provided by law, and said weighing shall always be open to the inspection of said parties of the first part.

It is further mutually agreed between the parties hereto that the man who is to have charge of, or tally the fish which are caught by the said wheels or traps, shall be acceptable to both parties, and shall be mutually agreed upon; and that said C. D. Nelson shall have the option of running said wheels or traps after the first day of January, 1900, provided he is competent so to do.

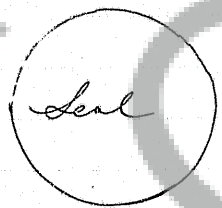
(Provided, always, and these presents are upon the express condition that if the said rent shall be in arrears, or the said party of the second part, its successors or assigns, do or shall neglect or

fail to perform and observe any or either of the foregoing covenants herein contained which on its part are to be performed, except said covenants with reference to the employment of said S. D. Nelson, then and in either of said cases, the said first parties, or those having their estate in the premises, lawfully may, immediately or at any time hereafter, and while such neglect or default continues, and without further notice and demand, enter into and upon the said premises, or any part thereof, in the name of the whole, and re-possess the same as of their former estate, and expel the said second party, and those claiming under it; and remove its or their effects, forcibly, if necessary, without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals, and said party of the second part has, by its president and secretary thereunto duly authorized, signed its corporate name and affixed its corporate seal to these presents, executed in duplicate, the day and year in this Indenture first above written.

Executed in presence of
H. Byron Daniels
H. L. Boise

Eva Nelson (Seal)
S. D. Nelson (Seal)
P. J. McGowan & Co. Inc.
By P. J. McGowan.



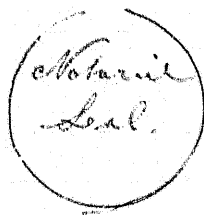
noted & recorded by
H. F. McCall
April 24
1899
notary
H. F. McCall
24. 1899.

President.
P. J. McGowan & Co. Inc.
H. F. McGowan
Secretary.

State of Oregon }
County of Multnomah } ss.

I, H. L. Boise, a Notary Public in and for the State of Oregon, do hereby certify that on this 24th day of April, A. D. 1899, personally appeared before me Eva Nelson and S. D. Nelson, her husband, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me 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 this 24th day of April A. D. 1899.



W. L. Boise
Notary Public for Oregon,
residing at the City of Portland -
County of Multnomah and State of
Oregon.

Filed for record 5th May 1899 at 11. A.M.

J. W. Hale
C. Auditor

v

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