

C. F. Stevens et al. to P. J. McKowan & Sons, Inc.

This Indenture, made this 24th day of April, A. D. 1899, by and between C. F. Stevens and Minnie M. Stevens, his wife, and Eva Nelson and S. D. Nelson, her husband, parties of the first part, and P. J. McKowan & Sons, 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 Ellensburg, Pacific County, State of Washington, party of the second part,

Witnesseth:

That the said parties of the first part, for and in consideration of the covenants 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 the said party of the second part, its successors and assigns, a certain tract of land twenty-five (25) feet deep, fronting, abutting and running along the meanders of the North side of the Columbia River, in Okanogan County, State of Washington, together with all the fishing privileges and interests which the said parties of the first part are now vested with, or may hereafter acquire, thereon said strip of land being a part of the following described property, to-wit:-

Lot Number three (3) in section number thirty-six (36), and lot number five (5) in section number twenty-five (25), to a point four hundred and seventy-five (475) feet up-river and above the location of the fish wheel now in operation on the said premises, and all tide-land in front of and abutting upon said premises; all in Township two (2) North of Range six (6) East of the Willamette Meridian.

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 January 1st, 1899 to January 1st, 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 C. F. Stevens of said parties of the first part, the following rent therefor, to-wit:- One Cent per pound for all salmon fish, and one-third ($\frac{1}{3}$) of all sturgeon or other fish, that may be caught on said premises; said rental to be paid at the office of said party of the second part.

at Maple Dell, within twenty days after the close of each fishing season, as provided by law.

And said party, of the second part further covenants and agrees to keep said wheel and leads in operation and in a good state of repair for the said term; accidents excepted, and to build all necessary structures for the benefit and profit of the parties hereto; And, further, to repair said wheel or other fishing appliances as soon as practicable, in case of accident.

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 the said second party, its successors or assigns, may hold the said property; that it will not commit or suffer any strip or waste in the said premises; that it will not assign this lease, nor underlet the whole, or any part of the premises, to any person or persons, firm or corporation without the consent of the said first parties, or those having their estate in the premises, being first obtained in writing allowing therefor; and also, that it shall be lawful for the first parties, and those having their estate in the premises, at seasonable times to enter into and upon the same to examine the condition thereof.

And said party of the second part further covenants and agrees, for itself, its successors and assigns, that it ^{or} they will, at the expiration of said term, peaceably yield up to the first parties, or those having their estate in the said premises, the possession thereof, and 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 uses 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 second party, its successors or assigns; Provided, further, and this last covenant is upon this express condition, that said parties of the first part, their heirs or assigns, will pay or cause to be paid to said second party the reasonable value of the improvements then upon said premises; and in case said parties, their heirs, administrators, executors, successors or assigns cannot then agree upon the

reasonable value of said improvements, then each of the parties hereto, or their respective successors in interest, shall each appoint one arbitrator to assess the value of said improvements, and in case they cannot agree they are to select a third arbitrator, and their decision shall be binding and final between the parties hereto, their successors or assigns, as to the value of said improvements; then, after the value thereof has been so ascertained, said parties of the first part, their heirs or assigns, may, at their option, pay to said party of the second part, its successors or assigns, the sum of money so ascertained as aforesaid to be the value of said improvements, and hereafter hold and own the same as their property; but in case said parties of the first part, their heirs or assigns, do not then desire to pay said sum of money for said improvements, then and in that event, they are to execute and deliver another lease for twenty years to the premises herein described, upon the same terms and conditions as this lease.

This 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 wheel or traps, shall be acceptable to both parties, and shall be mutually agreed upon, and that J. F. Levens shall have the option of running said wheels or traps, as long as there are no reasonable objections thereto.

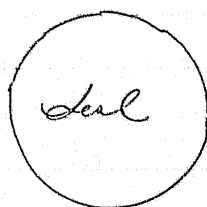
And it is further mutually agreed that said fish shall be weighed and received by said party of the second part, its successors or assigns, at said wheels or traps.

It is further expressly agreed and understood, however, that should the said party of the second part fail or neglect to perform its obligations, as set forth in this lease, then, and in that event, it shall pay to the said first parties, their heirs or assigns, such damages as shall be determined by arbitration, each of the parties to this lease to choose one arbitrator, and the two so chosen to select a third, and the decision of such arbitrators to be final.

The said party of the second part agrees to allow said first parties such use of the said leased premises as they may desire, provided said use will in no way interfere or obstruct said party of the second part, its successors or assigns, in the full and exclusive right of fishing as

above set forth.

In Witness Whereof, 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.



50th Documentary
H. F. Webb
April 24. 1899
50th Documentary
H. F. Webb
April 24. 1899

J. F. Levens *(Seal)*

Minnie M. Levens *(Seal)*

S. S. Nelson *(Seal)*

Eva Nelson *(Seal)*

J. F. McKowan Sons, Inc.

By J. F. McKowan President.

J. F. McKowan Sons Inc

By H. F. McKowan Secretary.

State of Oregon
County of Multnomah, }

I, W. L. Boies, 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 J. F. Levens and Minnie M. Levens, his wife, Eva Nelson and S. S. Nelson, her husband, to me known to be the individuals described in and who executed the within instruments, 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. Boies
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