

V. B. Jones to William Sams.

This Indenture, made the 30th day of March, 1897, between V. B. Jones, of Lower Cascades, Skamania county, Washington, the party of the first part, and William Sams, of Warrendale, 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 on the part 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 all the upper end of that certain gravel bar known as shore lands on the land commonly known as Jones Island, between the Columbia River and Slough, being a portion of the shore land purchased from the State of Washington by the said party of the first part and on which the said William Sams' lead is now located, comprising about ten acres, more or less, and extending along said Jones Island about 400 ft. frontage, all being in section 30, in township 2 north, of range 7 east W. M., in the county of Skamania, and State of Washington.

To have and to hold the said demised premises unto the said party of the second part, for his sole and proper use and benefit for the term of ten years, from the 30th day of March, 1897, to the 10th day of August, 1906, it being the intention to cover ten fishing seasons, together with all the tenements and hereditaments thereunto belonging and appertaining, and all leads, wheels and fishing appliances now on the same belonging to the said party of the first part.

In consideration whereof, 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 expense and in a good and workmanlike manner keep the lead and wheel in good repair, and replace same if carried away 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, and 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.

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 scows, and making all and any necessary improvements for fishing purposes, the benefits therefrom to accrue to the parties hereto in the proportion hereinabove 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 presents 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 hereinbefore contained, which on his part are to be performed, shall work a forfeiture of this lease.

In Testimony Whereof, the said parties have 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:

M. S. McDonald

J. H. Ward

S. B. Jves

William James

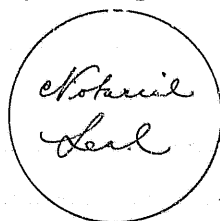
Seal
Seal

State of Oregon }
County of Multnomah } ss.

This Certifies, That on this 30th day of March, 1897, before me, the undersigned, a Notary Public in and for said county and State, personally appeared the within named S. B. Jves and William James, known to me to be the identical persons described in

and who executed the within instrument, and acknowledged to me that they executed the same for the uses and purposes therein named.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.



J. H. Ward
Notary Public for the State of Oregon.

Filed for record by William Sams 13th September 1899 at 2.45 P.M.

J. W. Hale
Clerk

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