

LORA A. MOFFETT ET VIR ET AL TO P. J. MCGOWAN & SONS

LEASE

THIS INDENTURE, MADE THE 15TH DAY OF NOVEMBER, 1923, BETWEEN LORA A. MOFFETT AND THOMAS MOFFETT, HER HUSBAND; HELEN M. SHERMAN AND W. J. SHERMAN, HER HUSBAND; EMMA C. HAMILTON, WIDOW; MELVILLE DOLLAR, STUART DOLLAR, BY HIS GUARDIAN MELVILLE DOLLAR; MYRTLE ATTWELL AND JOHN W. ATTWELL, HER HUSBAND; DAISY B. EASTHAM AND O. W. EASTHAM, HER HUSBAND, AND LILLIAN MURRAY, PARTIES OF THE FIRST PART, AND P. J. MCGOWAN & SONS, A CORPORATION, PARTY OF THE SECOND PART,

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE RENTS, COVENANTS AND AGREEMENTS HEREAFTER MENTIONED, RESERVED AND CONTAINED ON THE PART AND BEHALF OF THE SAID PARTY OF THE SECOND PART, SUCCESSORS AND ASSIGNS, TO BE PAID, KEPT AND PERFORMED, DO BY THESE PRESENTS GRANT, DEMISE AND LET UNTO THE SAID PARTY OF THE SECOND PART, SUCCESSORS AND ASSIGNS, THE FOLLOWING DESCRIBED REAL PROPERTY, BEING A PORTION OF WHAT IS COMMONLY KNOWN AS HAMILTON ISLAND, WHICH IS LOCATED, FOR THE MOST PART, IN SECTIONS 29 AND 30, TOWNSHIP TWO NORTH, RANGE SEVEN EAST OF THE WILLAMETTE MERIDIAN, IN SKAMANIA COUNTY, STATE OF WASHINGTON; THE PORTION THEREOF CONSIDERED HEREIN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR AN INITIAL POINT BEGIN AT THE CENTER OF THE CERTAIN FISH WHEEL ON SAID HAMILTON ISLAND, LOCATED NEAR THE INTERSECTION OF THE SECTION LINE BETWEEN SECTIONS 29 AND 30, WITH THE NORTH BANK OF THE COLUMBIA RIVER, AND MEASURE THENCE NORTH 200 FEET; THENCE EAST 100 FEET TO A POINT, AND THERE SET A STAKE WHICH SHALL BE THE PLACE OF BEGINNING OF THIS DESCRIPTION. THENCE WEST FROM SAID PLACE OF BEGINNING 200 FEET; THENCE SOUTH TO A POINT AT LOW WATER MARK OF THE COLUMBIA RIVER; THENCE UP STREAM IN AN EASTERLY DIRECTION FOLLOWING LOW WATER MARK OF THE COLUMBIA RIVER TO A POINT DIRECTLY SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH TO THE PLACE OF BEGINNING; TOGETHER WITH ALL APPURTENANCES, INCLUDING THE FISH WHEEL HEREINBEFORE MENTIONED.

THE PROPERTY DESCRIBED TO BE USED FOR FISHING PURPOSES AND TO INCLUDE THE RIGHT TO BUILD LEAD-WAYS, ERECT STRUCTURES, AND TO DO ALL OF THE THINGS CUSTOMARY OR NECESSARY TO BE DONE TO ADAPT THE PREMISES TO THE USE STATED; AND THIS GRANT TO INCLUDE A RIGHT OF ACCESS TO THE PROPERTY HEREIN DESCRIBED OVER THE LANDS OF PARTIES OF THE FIRST PART, BY A PRACTICABLE ROUTE; BUT SAID PARTIES OF THE FIRST PART RESERVE TO THEMSELVES THE RIGHT TO DEFINITELY STATE AND MARK OUT, AT ANY TIME DURING THE TERM OF THIS LEASE, THE ROUTE SO TO BE USED BY THE PARTY OF THE SECOND PART.

TO HAVE AND TO HOLD THE SAID PREMISES WITH THE APPURTENANCES UNTO THE SAID PARTY OF THE SECOND PART, SUCCESSORS AND ASSIGNS, FROM THE 1ST. DAY OF JANUARY, 1925, FOR AND DURING THE FULL TERM OF TEN YEARS THENCE NEXT ENSUING, AND THEN FULLY TO BE COMPLETED AND ENDED; YIELDING AND PAYING THEREFOR UNTO THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS OR ASSIGNS, YEARLY AND EVERY YEAR DURING THE SAID TERM, THE ANNUAL RENT OR SUM OF FIVE HUNDRED DOLLARS, IN ADVANCE, ON THE 1ST DAY OF JANUARY OF EACH AND EVERY YEAR OF SAID TERM, AND TO PAY ALL TAXES ON SAME.

AND IT IS FURTHER PROVIDED AND AGREED BETWEEN THE SAID PARTIES HERETO, THAT THE PARTY OF THE SECOND PART, AT HIS OPTION, MAY BUILD AND OPERATE ONE OR MORE FISH WHEELS WEST OF SAID MENTIONED FISH WHEEL, BY PAYING THE TAXES ON SAME AND THE SUM OF FIVE HUNDRED DOLLARS YEARLY FOR EACH EXTRA WHEEL ON THE FIRST DAY OF EACH YEAR, IN ADVANCE, TO SAID PARTIES OF THE FIRST PART.

PROVIDED ALWAYS, NEVERTHELESS, THAT IF THE RENTS ABOVE RESERVED, OR ANY PART THEREOF, SHALL BE IN ARREAR OR UNPAID ON ANY DATE OF PAYMENT WHEREON THE SAME OUGHT TO BE PAID, AS AFORESAID, AND FOR TEN DAYS THEREAFTER, OR IF DEFAULT SHALL BE MADE IN ANY OF THE COVENANTS OR AGREEMENTS HEREIN CONTAINED, ON THE PART OR BEHALF OF THE SAID PARTY OF THE SECOND PART, SUCCESSORS OR ASSIGNS, TO BE PAID, KEPT OR PERFORMED, THEN AND FROM THENCEFORTH IT SHALL BE LAWFUL FOR THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS OR ASSIGNS, AT THEIR OPTION, UNTO AND UPON SAID PREMISES AND EVERY PART THEREOF, WHOLLY TO RE-ENTER AND THE SAME TO HAVE AGAIN, REPOSSESS AND ENJOY AS IN THEIR FIRST AND FORMER ESTATE, ANYTHING HEREIN CONTAINED TO THE CONTRARY NOTWITHSTANDING.

AND THE SAID PARTY OF THE SECOND PART FOR SELF, SUCCESSORS AND ASSIGNS, DOES HEREBY COVENANT AND AGREE WITH THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS AND ASSIGNS, THAT THE SAID PARTY OF THE SECOND PART, SUCCESSORS AND ASSIGNS, SHALL AND WILL YEARLY, DURING THE SAID TERM, WELL AND TRULY PAY, OR CAUSE TO BE PAID, UNTO THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS OR ASSIGNS, THE SAID RENT AND ALL TAXES ON SAID PROPERTY, ON THE DAYS AND IN THE MANNER LIMITED AND PRESCRIBED, AS AFORESAID, FOR THE PAYMENT THEREOF, ACCORDING TO THE TRUE INTENT AND MEANING OF THESE PRESENTS; THAT THE POSITION OR RESPONSIBILITY OF THE PARTY OF THE SECOND PART SHALL NOT BE VARIED OR CHANGED BY ANY ASSIGNMENT HEREOF OR SUBLETTING HEREUNDER, BUT SUBJECT TO SUCH PROVISIO, SAID PARTY OF THE SECOND PART SHALL NOT BE RESTRICTED IN THE MATTER OF ASSIGNMENT OR SUBLEASE; AND THAT ON THE LAST DAY OF SAID TERM OR OTHER SOONER DETERMINATION OF THE ESTATE HEREBY GRANTED, THE SAID PARTY OF THE SECOND PART, SUCCESSORS AND ASSIGNS, SHALL AND WILL PEACEABLY AND QUIETLY LEAVE, SURRENDER AND YIELD UP UNTO THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS OR ASSIGNS, ALL AND SINGULAR THE SAID PREMISES, IN GOOD STATE AND CONDITION AS THE SAME ARE NOW OR MAY BE PUT INTO (REASONABLE USE AND WEAR THEREOF AND DAMAGE BY THE ELEMENTS EXCEPTED), AND ALL STRUCTURES AND ALL PERMANENT IMPROVEMENTS MADE ON OR ABOUT THE PREMISES SHALL REMAIN THEREON AND BECOME THE PROPERTY OF THE PARTIES OF THE FIRST PART, THEIR HEIRS AND ASSIGNS.

NEVERTHELESS, IT IS SPECIFICALLY PROVIDED AND AGREED BETWEEN THE SAID PARTIES HERETO, THAT ANY AND ALL RIGHTS OF THE CASCADE RAILROAD COMPANY OR THE OREGON STEAM NAVIGATION COMPANY OR THE OREGON RAILWAY AND NAVIGATION COMPANY, OR THE SUCCESSORS OR ASSIGNS OF ANY OF THE AFORESAID CORPORATIONS, ARE EXCEPTED FROM THE OPERATION OF THIS GRANT AND THE SAME IS TAKEN BY THE PARTIES OF THE SECOND PART IN SUBORDINATION THERETO.

AND IT IS FURTHER PROVIDED AND AGREED BETWEEN THE SAID PARTIES HERETO, THAT IN THE EVENT OF THE LEGISLATURE OF THE STATE OF WASHINGTON PASSES A LAW PROHIBITING FISH WHEELS ON THIS AFOREMENTIONED REALTY, THAT THE PARTY OF THE SECOND PART, ON PAYMENT OF ANY YEARLY RENTAL, AS HEREIN PROVIDED, AT THE TIME OF SUCH PAYMENT, MAY NOTIFY SAID PARTIES OF THE FIRST PART IN WRITING THAT SAID PARTY OF

THE SECOND PART ELECTS TO AND DOES TERMINATE THIS LEASE, TO TAKE EFFECT ON THE 1ST DAY OF JANUARY THEN NEXT ENSUING; AND UPON SUCH NOTIFICATION THIS LEASE SHALL BE OF FORCE AND EFFECT AS IF THE TERM HEREIN ORIGINALLY STATED HAD BEEN MADE TO END ON SAID 1ST. DAY OF JANUARY; AND ON AND AFTER THE DATE AND TIME JUST LAST MENTIONED THE TERM HEREOF SHALL BE DEEMED TO HAVE FULLY EXPIRED AND ENDED.

AND THE SAID PARTIES OF THE FIRST PART, FOR THEMSELVES AND THEIR HEIRS AND ASSIGNS, DO HEREBY COVENANT AND AGREE THAT THE SAID PARTY OF THE SECOND PART, SUCCESSORS AND ASSIGNS, PAYING THE SAID RENT AND PERFORMING THE COVENANTS AND AGREEMENTS AFORESAID, SHALL AND MAY AT ALL TIMES, DURING THE SAID TERM, PEACEABLY AND QUIETLY HAVE, HOLD AND ENJOY THE SAID PREMISES WITHOUT ANY MANNER OF LET, SUIT, TROUBLE OR HINDRANCE OF OR FROM THE SAID PARTIES OF THE FIRST PART.

IN WITNESS WHEREOF, THE SAID PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS, IN DUPLICATE, AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY:

W. S. WARD } AS TO LORA &
A. C. LOHMIRE } THOMAS
MOFFETT

LORA A. MOFFETT (SEAL)

THOMAS MOFFETT (SEAL)

W. S. WARD } AS TO HELEN
JOHN W. CUNNINGHAM } M. AND W. J.
SHERMAN

HELEN M. SHERMAN (SEAL)

W. J. SHERMAN (SEAL)

A. F. FLEGEL JR } AS TO A.F.
NEWTON D. SMITH } FLEGEL

LILLIAN MURRAY (SEAL)

BY A. F. FELGEL HER ATTORNEY (SEAL)

SIGNED, SEALED AND DELIVERED BY:
IN PRESENCE OF

PAGE 5 OF HAMILTON WHEEL LEASE
Nov. 15TH 1923.

SIGNED, SEALED AND DELIVERED BY
IN PRESENCE OF:

JOHN W. HOWERTON
REES B. WILLIAMS

By J. McGOWAN & SONS

By H. S. MCGOWAN PRESIDENT

By JNO. D. MCGOWAN SECRETARY

(CORPORATE)
(SEAL)

STATE OF OREGON, }
COUNTY OF MULTNOMAH. } ss.

THIS CERTIFIES THAT ON THIS 6TH DAY OF DECEMBER, 1923, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED HELEN M. SHERMAN AND W. J. SHERMAN HER HUSBAND WHO ARE 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.

(NOTARIAL)
(SEAL)

W. S. WARD
NOTARY PUBLIC FOR OREGON.
COMMISSION EXPIRES MARCH 14TH 1925

STATE OF OREGON, }
COUNTY OF MULTNOMAH. } ss.

THIS CERTIFIES THAT ON THIS 10TH DAY OF DECEMBER, 1923. BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED THE WITHIN NAMED THOMAS MOFFETT AND LORA A. MOFFETT HIS WIFE WHO ARE 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.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

W. S. WARD
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES Mch 14" 1925

STATE OF WASHINGTON, }
COUNTY OF PACIFIC. } ss.

BE IT REMEMBERED, THAT ON THIS 20TH DAY OF NOVEMBER, 1923, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY CAME H. S. MCGOWAN, PRESIDENT OF P. J. MCGOWAN & SONS, AND J. D. MCGOWAN, SECRETARY OF P. J. MCGOWAN & SONS, WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS PRESIDENT AND SECRETARY OF SAID P. J. MCGOWAN & SONS, A CORPORATION, BOTH PERSONALLY KNOWN TO ME TO BE THE INDIVIDUALS NAMED AND DESCRIBED IN AND WHO EXECUTED THE SAID INSTRUMENT, AND THEY ACKNOWLEDGED TO ME THAT HE, THE SAID H. S. MCGOWAN AS PRESIDENT OF SAID CORPORATION, AND HE, THE SAID J. D. MCGOWAN AS SECRETARY OF SAID CORPORATION, EXECUTED THE FOREGOING INSTRUMENT AS AND FOR THE ACT AND DEED OF THE SAID CORPORATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED. AND HE, THE SAID J. D. MCGOWAN, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT HE IS THE SECRETARY OF P. J. MCGOWAN & SONS AND THAT HE RESIDES AT ILWACO, WASHINGTON; THAT HE IS THE LEGAL CUSTODIAN OF AND IS ACQUAINTED WITH AND HAS IN HIS POSSESSION THE CORPORATE SEAL OF THE SAID CORPORATION; THAT THE SEAL AFFIXED THERETO IS SUCH CORPORATE SEAL; THAT THE SAME WAS AFFIXED BY HIM AS SECRETARY OF SAID CORPORATION ON THE 20TH DAY OF NOVEMBER, 1923, BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; THAT HE SIGNED HIS NAME THERETO BY LIKE ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT ILWACO, STATE OF WASHINGTON, THE DAY AND YEAR HERETIN FIRST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

JOHN W. HOWERTON
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT ILWACO

STATE OF OREGON, }
COUNTY OF MULTNOMAH. } ss

BE IT REMEMBERED, THAT ON THIS 17 DAY OF DECEMBER, 1923, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OREGON, APPEARED THE WITHIN NAMED LILLIAN MURRAY BY THEIR ATTORNEY IN FACT A. F. FLEGEL, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT FOR AND ON BEHALF OF THE SAID LILLIAN MURRAY AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE USES AND PURPOSES THEREIN SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR HEREIN FIRST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

A. F. FLEGEL JR
NOTARY PUBLIC IN AND FOR OREGON.
MY COMMISSION EXPIRES 6/21/27

FILED FOR RECORD JANUARY 11, 1924, AT 1 P.M. BY P. J. MCGOWAN & SONS

Will a michell
COUNTY AUDITOR