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LORA A. MOFFETT ET VIR ET AL TO ERICK ENQUIST ET AL LEASE

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THIS INDENTURE, Made the 18th day of October, 1923, by and between Lora A. Moffett and Thomas Moffett, her husband, Helen M. Sherman and W. J. Sherman, her husband, Myrtle Attwell and John W. Attwell, her husband, Emma C. Hamilton, widow, A. M. Dollar and Hamilton Stuart Dollar, a minor, Lillian Murray and J. Bruce Murray, her husband, Daisy B. Eastham and O. W. Eastham, her husband, parties of the first part, and Erick Enquist and J. H. Gallagher, farties of the second part, witnesseth:

SECTION. 1.

THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE RENTS, COVENANTS AND AGREEMENTS HEREINAFTER MENTIONED, RELERVED AND CONTAINED, DO BY THESE PRESENTS GRANT, DEMISE AND LET UNTO THE SAID PARTIES OF THE SECOND PART, THEIR SUCCESSORS AND ASSIGNS, THEIR SEVERAL INTERESTS IN 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 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 hereinrefore 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 THINGS CUSTOMARY OR
WECESSARY TO BE DONE TO ADAPT THE PREMISES TO THE USE STATED; AND THIS GRANT TO
INCLUDE A RIGHT OF ACCESS TO THE PROPERTY HEREINBEFORE 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 SAID PARTIES OF THE SECOND
PART.

TO HAVE AND TO HOLD THE SAID PREMISES WITH THE APPURTENANCES UNTO THE SAID PARTIES OF THE SECOND PART, THEIR SUCCESSORS AND ASSIGNS, FROM THE EMPET DAY OF JANUARY, 1925, FOR AND DURING THE FULL TERM OF FIFTEEN YEARS THENCE NEXT ENSUING, AND THEN FULLY TO BE COMPLETED AND ENDED; THE SAID PARTIES OF THE SECOND PART YIELDING AND PAYING THEREFOR UNTO THE SAID PARTIES OF THE FIRST FART, THEIR HEIRS AND ASSIGNS, YEARLY AND EVERY YEAR DURING THE SAID TERM THE ANNUAL RENTAL OF FIVE HUNDRED DOLLARS, IN ADVANCE, ON THE FIRST DAY OF JANUARY OF EACH AND EVERY YEAR OF SAID TERM.

PROVIDED ALWAYS, NEVERTHELESS, THAT IF THE RENT 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 THIRTY DAYS THEREAFTER, OR IF DEFAULT SHALL

BE MADE IN ANY OF THE COVENANTS OR AGREEMENTS IN THIS INSTRUMENT OF "AIMED, ON
THE PART OF SAID PARTIES OF THE SECOND PART TO BE PAID, KEPT OR PERFORMED, AND
SAID DEFAULT SHALL CONTINUE BEYOND THIRTY DAYS AFTE NOTICE THEREOF, THEN AND
FROM THENCEFORTH IT SHALL BE LAWFUL FOR THE SAID PARTIES OF THE FIRST PART, THEIR
HEIRS AND ASSIGNS, AT THEIR OPTION, INTO AND UPON THE SAID PREMISES AND EVERY
PART THEREOF, WHOLLY TO RE-ENTER AND THE JAME TO HAVE AGAIN, REPOSSESS AND ENJOY
AS IN THEIR FIRST AND FORMER ESTATE, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING.

AND THE SAID PARTIES OF THE SECOND PART AND EACH OF THEM FOR THEMSELVES, SUCCESSORS AND ASSIGNS, DO HEREBY COVENANT AND AGREE WITH THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS AND ASSIGNS;

- (1). That the said parties of the second part, their successors and assigns, shall and will yearly, during the whole of said term, well and truly pay or cause to be paid unto the said parties of the first part, their heirs and assigns, the said rent, 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.
- (2). THAT THE LIABILITY OF PARTIES OF THE SECOND PART, OR THE RIGHTS OF PARTIES OF THE FIRST PART, THEIR HEIRS AND ASSIGNS, SHALL NOT BE LESSENED, VARIED OR CHANGED BY ANY ASSIGNMENT HEREOF OR SUBLETTING HEREUNDER, JT SUBJECT TO SUCH CONDITION, SAID PARTIES OF THE SECOND PART SHALL NOT BE RESTRICTED IN THE MATTER OF ASSIGNMENT OR SUBLEASE.
- (3). THAT PRIOR TO THE EXPIRATION OF THE FIRST YEAR OF SAID TERM, PARTIES OF THE FIRST PART WILL SUBSTANTIALLY REBUILD SAID FISH WHEEL, SUPPORTING STRUCTURES AND LEAD-WAYS, AND THEREAFTER, DURING THE REMAINDER OF SAID TERM, WILL MAINTAIN SAID FISH-WHEEL, SUPPORTING STRUCTURES AND LEAD-WAYS, BY REPLACMENTS WHEN NECESSARY, IN THOROUGH EFFICIENCY AND IN A STATE OF REPAIR AT NO TIME FALLING BELOW 75% OF NEW VALUE.
- (4). That on the Last day of the said term or other sooner determination of the estate hereby granted, the said parties of the second part, their successors and assigns, shall and will peaceably and quietly leave, surrender and yield up unto the said parties of the first part, their heirs and assigns, all and singular the said premises in good state and condition as the same are now or may be put into, (depreciation by use and wear and natural elements to the extend of 25% of new value, and not more, excepted) and all structures and all permanent improvements made on or about the premises shall remain and be the property of the parties of the first part, they rheirs and assigns.

SECTION II.

THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF RENTS, AND GOVERNANTS HEREINAFTER RESERVED AND CONTAINED, DO BY THESE PRESENTS GRANT, DEMISE AND LET UNTO THE SAID PARTIES OF THE SECOND PART, THEIR SUCCESSORS AND ASSIGNS, ALL RIGHTS AND PRIVILEGES NOW HELD AND ENJOYED BY SAID PARTIES OF THE FIRST PART, BY REASON OF OWNERSHIP OF THE REALTY, TO TAKE FISH FROM THE COLUMBIA RIVER, AT ANY AND ALL POINTS DOWN STREAM BELOW THE PREMISES HERETOFORE SPECIFICALLY DESCRIBED, ALONG AND OFF THE SHORE OF SAID HAMILTON ISLAND; AND FOR THE PURPOSE OF EXERCISING SUCH RIGHTS AND PRIVILEGES, THE RIGHT TO CONSTRUCT AND MAINTAIN A FISH-WHEEL, WITH SUITABLE AND PROPER LEADS AND SUPPORTING STRUCTURES, ON A SITE TO BE SELECTED BY SAND PARTIES OF THE SECOND PART; ANDSAID SITE, AS SO SELECTED, COMPRISING ONE ACRE

OF LAND, TOGETHER WITH RIGHT OF ACCESS THERETO, 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 SAID PARTIES OF THE SECOND PART.

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TO HAVE AND TO HOLD THE SAID PREMISES WITH THE APPURTENANCES UNTO THE SAID PARTIES OF THE SECOND PART, THEIR SUCCESSORS AND ASSIGNS, FROM THE FIRST DAY OF JANUARY, 1925, FOR AND DURING THE FULL TERM OF FIFTEEN YEARS THENCE NEXT ENSUING, AND THEN FULLY TO BE COMPLETED AND ENDED; THE SAID PARTIES OF THE SECOND PART YIELDING AND PAYING THEREFOR UNTO SAID PARTIES OF THE FIRST PART, THEIR HEIRS AND ASSIGNS, YEARLY AND EVERY YEAR DURING THE SAID TERM, THE ANNUAL RENTAL OF TWO HUNDRED FIFTY DOLLARS, IN ADVANCE, ON THE FIRST DAY OF JANUARY OF EACH AND EVERY YEAR OF SAID TERM, PROVIDED, HOWEVER, THAT RENTAL SHALL NOT BE PAYABLE FOR THE YEAR 1925 UNLESS THE FISH-WHEEL LAST ABOVE MENTIONED SHALL HAVE BEEN CONSTRUCTED AND OPERATED IN THAT YEAR; AND LICEUSE TO CONSTRUCT SAID WHEEL AT ANY TIME SUBSEQUENT TO THE EXECUTION OF THIS INSTRUMENT IS HEREBY GRANTED TO PARTIES OF THE SECOND PART.

PROVIDED, ALWAYS, NEVERTHELESS, THAT IF THE RENT 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 30 DAYS THEREAFTER, OR IF DEFAULT SHALL BE MADE 4N ANY OF THE COVENANTS OR AGREEMENTS IN THIS INSTRUMENT CONTAINED, ON THE PART OF SAID PARTIES OF THE SECOND PART TO BE PAID, KEPT OR PERFORMED, AND SAID DEFAULT SHALL CONTINUE BEYOND THIRTY DAYS AFTER NOTICE THEREOF, THEN AND FROM THENCEFORTH LT SHALL BE LAWFUL FOR THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS AND ASSIGNS, AT THEIR OPTION, INTO AND UPON THE SAID PREMISES AND EVERY PART THEREOR, WHOLLY TOREENTER AND THE SAME TO HAVE AGAIN, REPOSSESS AND ENJOY AS THEIR FIRST AND FORMER ESTATE, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING.

AND THE SAID PARTIES OF THE SECOND PART, AND EACH OF THEM, FOR THEMSELVES, SUCCESSORS AND ASSIGNS, DO HEREBY COVENANT AND AGREE WITH THE SAID PARTIES OF THE FIRED PART, THEIR HEIRS AND ASSIGNS;

- (1). THAT THE SAID PARTIES OF THE SECOND PART, THEIR SUCCESSORS AND ASSIGNS, SHALL AND WILL YEARLY, DURING THE WHOLE OF SAID TERM, WELL AND TRULY PAY OR GAUSE TO BE PAID UNTO THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS AND ASSIGNS, THE SAID RENT, 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 PREMISES.
- (2). THAT THE LIABILITY OF PARTIES OF THE SECOND PART, OR THE RIGHTS OF PARTIES OF THE FIRST PART, THEIR HEIRS AND ASSIGNS, SHALL NOT BE LESSENED, VARIED OR CHANGED BY ANY ASSIGNMENT HEREOF OR SUBLETTING HEREUNDER, BUT SUBJECT TO SUCH CONDITIONS, SAID PARTIES OF THE SECOND PART SHALL NOT BE RESTRICTED IN THE MATTER OF ASSIGNMENT OR SUBLEASE.
- (3). THAT PARTIES OF THE SECOND PART WILL MAINTAIN SAID FISH-WHEEL, SUPPORTING STRUCTURES AND LEAD-WAYS AFTER CONSTRUCTION OF SAME, DURING THE WHOLE OF SAID TERM, IN THOROUGH WORKING EFFICIENCY, AND IN A STATE OF REPAIR AT NO TIME FALLING BELOW 75% OF NEW VALUE.
- (4). That on the last day of said term or other sooner determination of the estate hereby granted, the said parties of the second part, their successors and assigns, shall and will peaceably and quietly leave, surrender and yield mp unto the said parties of the first part, their heirs and assigns, all and himgular the

SAID PREMISES IN GOOD STATE AND CONDITION AS THE SAME ARE NOW OR MAY BE PUT INTO, (DEPRECIATION BY USE AND WEAR AND NATURAL ELEMENTS TO THE EXTENT OF 25% OF NEW VALUE, AND NOT MORE, EXCEPTED) AND ILL STRUCTURES AND ALL PERMANENT IMPROVEMENTS MADE ON OR ABOUT THE PREMISES SHALL REMAIN AND BE THE PROPERTY OF THE PARTIES OF THE FIRST PART, THEIR HEIRS AND ASSIGNS.

SECTION 111.

NEVERWHELESS, AND ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, IT IS SPECIFICALLY PROVIDED AND AGREED BY AND BETWEEN THE SAID PARTIES HERETO, THAT CONSTRUCTION OF THE FISH-WHEEL CONTEMPLATED BY HE PORTION OF THIS LEASE DESIGNATED AS SECTION IT SHALL BE OPTIONAL WITH PARTIES OF THE SECOND PART; AND THE PORTION HEREOF SO DESIGNATED AS SECTION !! SHALL ONLY COME OPERATIVE AND BINDING ON SAID PARTIES OF THE SECOND PART ON CONSTRUCTION OF SAID FIGH-WHEEL; AND FURTHER, THAT THE PORTION OF THIS LEASE DESIGNATED AS SECTION II SHALL BECOME OPERATIVE AND BINDING ON PARTIES OF THE FIRST PART, AND NOT OTHERWISE, ON CONDITION THAT SAID FISH-WHEEL BE C NSTRUCTED BY PARTIES OF THE SECOND PART PRIOR TO THE FIRST DAY OF JANUARY, 192 AND IN THE EVENT THAT SAID FISH-WHEEL SHALL NOT HAVE BEEN CONSTRUCTED BY THE FIRST DAY OF JANUARY, 1926, THE PORTION OF THIS LEASE DESIGNATED AS SECTION 11, AND ALL PROVISIONS HEREIN DEPENDENT. ON OR RELATING THERETO SHALL BE WHOLLY INOP-ERATIVE, VOID AND OF NO EFFECT. PROVIDED, HOWEVER, PARTIES OF THE SECOND PART, THE IP SUCCESSORS AND ASSIGNS, MAYKEEP IN FORCE AND EFFECT AND EXTEND, FROM YEAR TO YEAR, THE PORTION OF THIS LEASE DESIGNATED AS SECTION 11. AND ALL PROVISIONS HEREIN DEPENDENT ON OR RELATING THERETO, BY PAYING TO PARTIES OF THE FIRST PART, THEIR HEIRS AND ASSIGNS, ON OR BEFORE THE IST DAY OF JANUARY 1926, THE SUM OF \$125.00, AND A LIKE SUM ON OR BEFORE THE FIRST DAY OF JANUARY EACH SUCCEEDING YEAR.

AND IT IS FURTHER PROVIDED AND AGREED BETWEEN THE SAID PARTIES HERETO THAT PARTIES OF THE SECOND PART WILL PAY ALL TAXES ON THE PROPERTY COVERED BY THIS LEASE, TO THE EXTENT AND DURING THE TIME IT SHALL BE IN FORCE AND EFFECT.

AND IT IS FURTHER PROVIDED AND AGREED BY AND BETWEEN THE SAID PARTIES
HERETO THAT THE OBLIGATIONS OF THE PARTIES OF THE SECOND PART HEREUNDER TO BE RENDERED
SHALL BE SUSPENDED AFTER EXPIRATION OF THE YEAR 1929, IN THE EVENT AND DURING SUCH
PORTION OF THE TERM AS IT MAY BE UNLAWFUL. OPERATE, AND PARTIES OF THE SECOND
PART HAVE FAILED ON THAT ACCOUNT TO OPERATE, THE APPLIANCES HEREIN CONTEMPLATED FOR
TAKING FISH. AND SHOULD IT BECOME LAWFUL SUBSEQUENTLY DURING SAID TERM TO OPERATE
SAID FIGH APPLIANCES THE SAID TERMS SHALL BE EXTENDED A PERIOD OF TIME EQUIVALENT
TO SUCH SUSPENSION BUT NOT EXCEEDING FIVE YEARS.

AND THE SAID PARTIES OF THE FIRST PART, FOR THEMSELVES AND FOR THEIR HEIRS

AND ASSIGNS, DO HEREBY COVENANT AND AGREE THAT THE GAID PARTIES OF THE SECOND PART,

THEIR SUCCESSORS AND ASSIGNS, PAYING THE SAID RENT AND FULLY PERFORMING THE COVENANTS

AND AGREEMENTS AFCRESAID, SHALL AND MAY AT ALL TIMES DURING THE SAID TERM, PEACEABLY

AND QUIETLY HAVE, HOLD AND ENJOY THE SAID PREMISES W THE DIR ANY MANNER OF SUIT, TROUBLE

OR HINDRANCE OF OR FROM THE SAID PARTIES OF THE FIRST PART.

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

Signed, Sealet and Deliver by, Myrtle Attwell and John W. Attwell In the presence of Raymond C. Sly MYRTLE AYTWELL (SEAL)

JOHN W. ATTWELL (SEAL)

DAILY B. EASTHAM (SEAL)

Datas D Carrier P A W Carrier	CI WI EMSTAMIN
DAISY B. EASTHAM & O.W.EASTHAM IN THE PRESENCE OF	EMMA C. HAMILTON (SEAL)
E. HIBBERT	EMMA G. HAMILTIN FOR AND (SEAL) AS ATTORNEY IN FACT FOR
SIGNED, SEALED AND DELIVERED BY EMMA C. HAMILEON IN THE PRESENCE OF	A. M. DOLLAR AND HAMILTON STUART DOLLAR
E. HIBBERT	
L. B. REEDER	ERIC ENOUIS! (SEAL)
SIGNED, SEALED AND DELIVERED BY ERIC ENQUIST AND J.H. GALLAGHER IN THE PRESENCE OF	J. H. GALLAGHER (SEAL)
E. HIBBERT	
L. B. REEDER	
STATE OF WASHINGTON,	
COUNTY OF SKAMANIA.	. ()
THIS CERTIFIES THAT ON THIS 2	25th day of October, 1923, Before Me, the
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR	R SAID COUNTY AND STATE, PERSONALLY APPEARED
THE WITHIN NAMED MYRTLE ATTWELL AND JOH	IN W. ATTWELL HER HUSBAND WHO ARE KNOWN TO ME
TO BE THE IDENTICAL PERSONS DESCRIBED	N AND WHO EXECUTED THE WITHIN INSTRUMENT,
AND ACKNOWLEDGED TO ME THAT THEY EXECUT	ED THE SAME.
(NOTARIAL) (SEAL)	RAYMOND C. SLY NOTARY PUBLIC IN AND FOR WASHINGTON RESIDING AT STEVENSON
STATE OF OREGON, (My commission expires 1/29/27
COUNTY OF MULTNOMAH.	
THIS CERTIFIES, THAT ON THIS	26TH DAY OF FEBRUARY, 1924, BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR	R SAID COUNTY AND STATE, PERSONALLY APPEARED
THE WITHIN NAMED DAISY B. EASTHAM AND C). W. EASTHAM HER HUSBAND WHO ARE KNOWN TO ME
BE THE IDENTICAL PERSONS DESCRIBED IN A	AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACC
ACKNOWLEDGED TO ME THAT THEY EXECUTED T	HE SAME.
(NOTARIAL) SEAL	ARTHUR H. LEWIS NOTARY PUBLIC FOR OREGON COMMISSION EXPIRES JAN 17 1928
STATE OF OREGON, (ss.	
COUNTY OF MULTNOMAH.)	29TH DAY OF FEBRUARY, 1924, BEFORE ME, THE
	S SAID COUNTY AND STATE, PERSONALLY APPEARED S KNOWN TO ME TO BE THE IDENTICAL PERSONS
	N INSTRUMENT, AND ACKNOWLEDGED TO ME THAT
	AS ACTORNEY IN FACT FOR A. M. DOLLAR AND HAMIL-
TON STUART DOLLAR.	
(NOTARIAL)	ARTHUR H. LEWIS
("SEAL")	NOTARY PUBLIC IN AND FOR OR IN My commission expires Jan 1. 928
FILED FOR RECORD DECEMBER 13, 1924, AT	10 A, BY ERICK ENQUIST.
	nell a midner County AUDITOR LUN
	BY Redy DEPUTY