

E. C. Butler to H. S. McGowan  
LEASE

THIS INDENTURE, Made the 19th day of November, 1927, by and between E. C. Butler, of Portland, Oregon, party of the first part, and H. S. McGowan, of McGowan, Washington, party of the second part, WITNESSETH:

That the party of the first part, in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained, does hereby grant, demise and let unto the party of the second part, his successors and assigns, the following described property, except as to the right in fee or leasehold therein of P. J. McGowan & Sons, a corporation, to wit:

A portion of what is commonly known as Hamilton Island, which is located, for the most part, in Sections 29 and 30 of Township Two North, Range Seven East of Willamette Meridian, in Skamania County, State of Washington; the particular description being as follows:

For an initial point begin ~~begin~~ at the center of the certain fish-wheel on said Hamilton Island, which is located near the intersection of the section line between said 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 is the place of beginning of this description. Thence West from said place of beginning, 200 feet, to a point; 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 and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and including the fishwheel hereinbefore mentioned, with all leads and supporting structures.

Included in this grant also is the right to build lead-ways, erect structures and to do all things customary or necessary to be done to adapt the premises to fishing purposes; and a right of access to the property hereinbefore described over the lands of party of the first part by a practical route; but party of the first part reserves the right to definitely stake and mark out the route so to be used by party of the second part.

TO HAVE AND TO HOLD The said premises with the appurtenances unto the said party of the second part, his successors and assigns, from the first day of January, 1928, for and during the full term of seven years thence next ensuing, and then fully to be completed and ended; the said party of the second part yielding and paying therefor unto the said party of the first part, his successors and assigns, yearly and every year during the said term the annual rental of Four 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 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 contained, on the part of said party of the second part to be kept and performed, and said default shall continue beyond thirty days after notice thereof, then and thenceforth it shall be lawful for the said party of the first part, his successors and assigns, at his option, into and upon the said premises and every part thereof, wholly to re-enter and the same to have again, anything to the contrary herein, notwithstanding.

And the said party of the second part for himself and his heirs, successors and assigns does hereby covenant and agree with the said party of the first part, his heirs, successors and assigns, that the said party of the second part, his heirs, successors and assigns shall and will yearly, during the said term, well and truly pay or cause to be paid unto the said party of the first part, his heirs, successors 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; That said party of the second part, at his own expense, will maintain said fish-wheel, supporting structures and lead-ways, by replacements when necessary, in good operating condition, throughout



said term; and on the last day thereof, or sooner determination of the estate hereby granted, the said party of the second part will surrender and yield up to said party of the first part, successors and assigns, the said premises; and all structures and all permanent improvements made on or about the premises shall remain and be the property of the party of the first part; That party of the second part shall pay the taxes on the property covered by this lease during such time as it shall be in force and effect.

NOTWITHSTANDING THE FOREGOING it is explicitly agreed by and between the parties hereto that party of the second part, on payment of any yearly rental, in manner and time as hereinbefore provided, at the time of such payment may notify said party of the first part, his successors and assigns, in writing, that said party of the second part elects to and does terminate this lease, such termination to take effect on the 31st day of December thence next ensuing; and upon such notification this lease shall be of force and effect as if the term herein stated had been made to end on said 31st day of December, and on and after that time the term hereof shall be deemed to have fully expired and ended. And it is FURTHER UNDERSTOOD AND AGREED that the liability of the party of the second part or the rights of party of the first part, their successors and assigns, shall not be lessened, varied or changed by any assignment hereof or sub-letting hereunder, but subject to such condition, said party of the second part shall not be restricted in the matter of assignment or sub-lease.

And the said party of the first part for himself, heirs, successors and assigns, does hereby covenant and agree that the said party of the second part, his heirs, 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 party of the first part.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

Signed, sealed and delivered  
in the presence of,  
L. B. Reeder  
C. A. Ambrose

E. C. Butler (SEAL)

H. S. McGowan (SEAL)

STATE OF OREGON,        )  
COUNTY OF MULTNOMAH; ) ss.

BE IT REMEMBERED That on this November 19th 1927, before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named E. C. Butler, who is unmarried, and known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

WITNESS my hand and official seal the day and year last above written.

(Notarial)  
( Seal )

Clinton A. Ambrose  
Notary Public in and for Oregon.  
Aug. 13 - 1928.

I, Emma C. Hamilton, having read the foregoing lease of E. C. Butler to H. S. McGowan and being acquainted with the terms thereof, for myself and as authorized thereto by power of attorney hereby authorize, ratify, approve and confirm the same personally and for and on behalf of A. M. Dollar and Hamilton Stuart Dollar.

Dated this November 19th 1927.

Emma C. Hamilton

A. M.

Filed for record November 22, 1927 at 11-45 o'clock/by Title Trust Company

By,

*E. C. Kesser*  
County Auditor  
Deputy