

Contract.

Turner H. Levens & Minnie M. Levens with
John & Chas. Erickson.

Memorandum of Agreement made and entered into this 1st day of September, 1895, between Turner H. Levens and Minnie M. Levens, his wife, parties of the first part, and John and Charles Erickson, parties of the second part, Witnesseth:

That in consideration of the promise and agreements herein set forth to be performed by the said parties of the second part, the said parties of the first part agree to and do hereby let and lease for the period of eighteen years from the date hereof to the said parties of the second part, for fishing purposes only, the following described lands, to wit: lot six (6) in section 25 in Township two (2) North Range six (6) East in Okanogan county, Washington, and for such purpose during said time warrant the possession thereof to the said parties of the second part.

And the said parties of the second part, in consideration of said letting and leasing, do hereby accept to the said lease, and agree to keep the said lands for the period of eighteen years from the date hereof, and to do and perform on their part each and all the covenants and agreements herein after set forth to be by them performed.

The said parties of the second part agree that they will build on the western portion of said land and have ready for use by the beginning of the fishing season of 1896 at least one good and substantial stationary fish-wheel, suitable for advantageously taking salmon and other food fishes from the Columbia river, and generally

similar in capacity and character to what is known and called the "Ice House-wheel", now located near by the said premises. And they further agree to maintain in good condition for so taking fish and keep erected at the same point on said premises a good and substantial stationary fish-wheel during the whole of said term of eighteen years, and to replace the said wheel with a new one from time to time whenever the one in position does not do proper work; all which the said parties of the second part, as well as all other conditions and matters herein set forth to be performed by them, shall be so done and performed at their own cost and expense.

The parties of the second part further agree during each of the fishing seasons of said eighteen years, when the water in the Columbia river is at such stage as will permit the proper operating of said wheel, they will at all such times honestly and faithfully operate the same, to the end of securing the largest catch of fish possible. In case of damage to or loss of said wheel by freshet, or otherwise, so as to prevent its being operated at any time the parties of the second part agree to have the same repaired, or, if lost, replaced and set to work again at the earliest practicable time.

The parties of the second part shall also have the right to erect and maintain upon the said premises any and all other buildings and structures which may be necessary or convenient to them in connection with the proper operating of said fish-wheel and the conducting of the said fishing.

business on said premises, but they are not to use the said premises for any other purpose than the said fishing business; and it is agreed that said wheel and any and all other buildings and structures which may be so placed upon the said premises, shall at once become a part of the realty, and at the end of said eighteen years, or at the termination of this lease in any other manner provided herein, the said wheel, buildings and structures shall remain upon said premises, and be and remain a portion of said real estate and the absolute property of the parties of the first part.

Said parties of the first part shall have the right to use said premises in any way not inconsistent with and so as not to interfere with the right of the parties of the second part to fish as given by this contract, and the parties of the first part shall have the right at all reasonable times to go on said premises and examine the wheel, and fishing operations of the said parties of the second part, and to go to the said wheel for the purpose of securing their share of the catch of fish, as hereinafter provided.

The parties of the second part agree to give to the parties of the first part and the parties of the first part agree to receive, in addition to the improvements which are to remain upon said premises when this lease is terminated, by lapse of time, or otherwise, at the wheel on said premises on each day when said wheel is in operation one-third of the entire daily catch of salmon and any other

marketable fishes, the other two-thirds of such catch to be and remain the property of the parties of the second part. Said fish so taken to be divided in kind at such hour or hours during each day as the parties hereto may agree upon; such agreement to be made in writing and signed by the parties, on the first day of each yearly fishing season and no fish whatever shall be removed from said wheel at any time until such agreement has been so made nor shall either party remove fish from the said wheel at any time other than at the time so agreed upon, except by their agreement in writing.

The parties of the second part agree to pay all taxes lawfully assessed against the said lot and improvements put thereon by them during the whole of said term, and to so pay the same before any such tax shall become delinquent.

The said parties of the second part shall have the right to transfer their interest herein, or any undivided part thereof, but shall have no other or further right of transfer.

It is also mutually agreed that the parties of the first part shall at all times, when the law so requires, secure and keep in force in the name of the said Minnie M. any and all licenses which may be necessary to give the right to fish upon such premises, which right to fish shall be exercised by the parties of the second part alone under this contract.

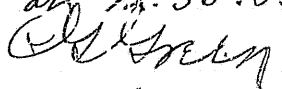
And the two-thirds of any amount so paid for any such license shall be forthwith, and within ten days after receiving notice thereof.

repaid by the parties of the second part
to the parties of the first part.

It is also agreed herein that time shall be of the essence of this contract. It is also agreed that if either of the parties hereto at any time fail or neglect to fully perform each and all terms and conditions of this contract to be by each of them performed, then immediately upon the happening of any such event, the party not so in default shall have the right, and is hereby authorized to at once fully terminate this lease, whether the same has expired by lapse of time, or otherwise.

In witness whereof, we have hereunto set our hands and seals on this sixth day of September, 1895.

In presence of us: }	Turner J. Levens
J. B. Rutenic }	Minnie M. Levens
J. P. Mays }	John Erickson
	Chas. Erickson

Filed for record October 12th 1895 at 12.30 P.M.

 Auditor