

L. W. Louisville to T. J. Nicholas etc., etc.

Know All Men By These Presents: That L. W. Louisville of the County of Skamania and State of Washington, parties of the first part, in consideration of One dollar, and other valuable considerations hereinafter mentioned and provided, paid by T. J. Nicholas, Albert Nettington, W. A. Moody, J. B. McIntrye & Co., of the County of Wasco, and State of Oregon, and C. W. Bergman, of the County of Skamania and State of Washington, parties of the second part, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the Coal, Iron Ore, Fire Clay, and all Minerals of every kind and nature, Coal Oil and Natural Gas, found upon and under the following bounded and described property, situated in the County of Skamania and State of Washington, more particularly described as follows, to wit:

South West quarter, Lots 1 & 2, on west half of Southwest quarter, section 30 Township 3, North Range of East. M.M.

The parties of the first part do also grant and convey unto said parties of the second part, the exclusive right and privilege to enter upon said lands to mine and prospect, sink shafts, run tunnels and build roads, sheds and store-houses for the successful working of the mines and transporting of said products to the sheds and warehouses on said premises, or which shall be built thereon, and it is also agreed by the said parties of the second part, that they will not damage any of the buildings and orchards or agricultural land belonging to the owners of said premises.

The said parties of the second part hereby agree to pay the said parties of the first part, his heirs and assigns, for all the Coal, Iron Ore, Fire Clay, all Minerals of every kind and nature, Coal Oil and Natural Gas, two per cent. of all the net proceeds of any and all Coal, Iron Ore, Fire Clay, all Minerals of every kind and nature, Coal Oil and Natural Gas, taken from, in, upon or under the land heretofore described; said payment, however, are not to be made nor are they due until the said products are mined and sold and the money received from the sale of the said Coal, Iron Ore, Fire Clay, Minerals of any kind and nature, Coal Oil, Gas, or either of them.

And the said parties of the second part also agree to commence work with proper implements as soon as possible, in the neighbourhood of the land heretofore described in the County of Skamania and State of Washington, and to prospect all the lands within that and adjoining sections of the country thoroughly; and they further agree, in consideration of the covenants hereinbefore mentioned, if the said parties of the second part should find Coal, Iron Ore, Fire Clay, Minerals of any kind and nature, Coal Oil, Gas, or either of them, in paying quantities, according to the opinion of the said parties of the second part, that they, said parties of the second part, will immediately work and open the mine or mines, and will operate and run the ganguary and tunnels, if possible, on and towards the land hereinbefore described.

To have and to hold the above described Coal, Iron Ore, Fire Clay,

minerals of any kind and nature, Coal Oil, Gas, or either of them, unto the said parties of the second part, heirs and assigns forever.

In Witness Whereof I have, signed, sealed and executed the above this 3 day of February, 1900.

Signed, Sealed and delivered in the presence of us as witnesses }	L. W. Livinville (Seal)
J. P. Gillette	T. T. Nicholas (Seal)
George Rabonau	A. Bettington (Seal)
& A. Koont	E. H. Bergman (Seal)
	J. P. McDermott (Seal)

Before me a Notary Public on this 3^d day of February, 1900, appeared J. W. Livinville, Personally known to me to be the identical described in and who executed the foregoing instrument and acknowledged that he executed the same freely and for the uses and purposes therein named.

John P. Gillette.

Notary Public in and for the State of Washington, Residing at Stevenson.

Filed for record by J. P. McDermott, 14th July, 1900, at 11:30 a.m.

O. P. Hale

C. C. Auditor.

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Notarial
Seal