

John Leist & wife to J. J. Nicholas et al

Know all men by these presents, that John Leist and Fredrica Leist his wife, of the County of Skamania, State of Washington, parties of the first part, in consideration of one dollar, and other valuable considerations hereinafter mentioned and provided, paid by J. J. Nicholas, Albert Bettingen, W. H. Moody, J. P. McDermey, of the County of Wasco and State of Oregon, and C. W. Bergmann 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 real property, situated in the County of Skamania and State of Washington, more particularly described as follows, to-wit:

Lots 1, 2 and 9 and northeast 1/4 of the Northwest 1/4 of Sec. 31, Township 3 North of Range 9 East of T. M.

The parties of the first part do also grant and convey, unto the said parties of the second part, their heirs or assigns, the exclusive right and privilege, to enter upon said lands to bore mine, and prospect, sink shafts, run tunnels, and build necessary roads and sheds, for the successful working of mines or mines located on the above described land or premises; It is further agreed that the parties of the second part, their heirs or assigns shall build and maintain all such fences, caused by the prospecting and working of the mine or mines for the full period of the within agreement, and that the parties of the second part will not damage any buildings, orchards or any agricultural lands improved or unimproved, belonging to the owner of said premises; The parties of the second part further agree to commence prospecting on or before July the first Twentieth hundred, and if no discovery of mineral of any kind is made in paying quantities within the period of five years from the above date, (July 1st, 1901) and that the mine or mines shall be opened and in actual operation within the above specified time, or this contract shall be void, and the parties of the second part, their heirs or assigns, shall vacate the above described premises and shall cause this instrument to be canceled from the County Records.

And it is further agreed by and between the parties aforesaid, that in the event of the discovery of mineral on said premises in paying quantities, that the parties of the second part, their heirs or assigns, shall faithfully and diligently develop and work said mine or mines continuously with a full capacity (unless prevented by accident, fire, flood, or a general strike, in which case a reasonable and liberal time shall be allowed for repair) until all minerals are extracted from under the above described and bounded lands.

It is further agreed that the parties of the second part, their heirs or assigns shall pay to the parties of the first part, their heirs or assigns, within sixty days after shipment, ten per cent. of all gross proceeds, (payable in U. S. Gold coin) received from the sales of coal or any minerals extracted and shipped from the above described land.

It is further agreed that the parties of the second part shall grant unto the parties of the first part, their heirs or assigns, the exclusive right at any time to examine all books and records of every kind whatsoever pertaining to the sales of said minerals of any kind.

Also that the parties of the second part shall grant the right unto the parties of the first part to enter the mine or mines at any time to determine facts as to their interest.

To have and to hold all minerals of any kind and nature unto the said parties of the second part their heirs or assigns, until all the coal and minerals is extracted from in and under the above bounded described real property.

Witness our hands and seals this 23rd day of February, A. D. 1900.

Signed, sealed and delivered
in presence of -
P. E. Mitchell
H. L. Andrews.

John Leist (Seal)
Fredrica Leist (Seal)
H. L. Nicholas (Seal)
A. Tietjenen (Seal)
L. H. Bergman (Seal)
J. P. McDermey (Seal)

State of Washington }
County of Okanogan } ss.

On Feb. 23rd 1900, personally appeared before me a Justice of the Peace in and for said County and State, John Leist and Fredrica Leist his wife, personally known to me to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily and for the purposes herein contained.

P. E. Mitchell, J. P.

Filed for record by J. P. McDermey, 14th July, 1900 at 11.30 a.m.

J. H. Hale
Co. Auditor.