

State of Washington, To Washington D. C. & N. B.

— Contract —

This Indenture, made this 17th day of July, A.D. One Thousand Nine Hundred and Five, by and between the State of Washington, Party of the First Part, and the Washington Gold and Copper Mining Company, Party of the Second Part:

Witnesseth, that the Party of the First Part, in consideration of the payment by the Party of the Second Part, to the Party of the First Part on the 15th day of each calendar month for the full term of this lease or an amount which shall be equivalent to five per cent of the value of the gross output of valuable minerals or precious metals mined upon and removed from the premises hereinafter described, consisting of gold, silver, copper, lead, zinc or other valuable minerals except coal, which said monthly payments are to be made by Party of the Second Part to the Commissioner of Public Lands of the State of Washington and to be accompanied by a written statement representing in detail the gross output of ore, the minerals extracted therefrom and the sales or other disposition thereof for the calendar month next preceding such payment; the party of the second part hereby agreeing that the Commissioner of Public Lands for the State of Washington or any agent appointed by him for that purpose shall have the right of access at any and all times to enter and examine all shafts, tunnels and other works upon said land and to inspect the books, papers and accounts of the said party of the second part; the party of the second part hereby further agreeing that all carriers employed for the taking, carrying or transportation of any and all ore, precious metals or minerals constituting the output of any mines worked or operated upon said land are hereby authorized and required upon demand by the said Commissioner of Public Lands or his authorized agent to furnish the said Commissioner or his agent with duplicates of all shipping bills, way bills together with full and complete statements of all ore, precious metals or minerals of any kind and every character taken or carried from said land; and, in further consideration of the covenants and conditions herein contained to be kept and performed by the Party of the Second Part, does hereby contract, lease and demise to the Party of the Second Part for the term of Thirty (30) years from and after the

14th day of July, A.D. One Thousand and Nine Hundred and Nine,
the following described land, situated in Bald Mountain
Mining District on Shint Creek, a tributary of Blue Bird
Creek, a tributary of the Washington River, in the County of
Skamania in the State of Washington, namely:

The north half (N. $\frac{1}{2}$) of the South-west one-quarter
(S.W. $\frac{1}{4}$) of Section Eleven (11), Township Three (3) North of
Range Five (5) East W.M., containing Eighty (80) acres
more or less;

Which premises are leased to the Party of the Second Part
for the purpose of exploring for, mining, taking out and re-
moving therefrom the merchantable, shipping ore contain-
ing copper, lead, silver, gold and other minerals which is
or which hereafter may be found on, in or under said
land, together with the right to construct all buildings,
make all excavations, openings, ditches, drains, rail-
roads, wagon-roads, smelters, and all other improve-
ments upon said premises, which are or may become
necessary or suitable for the mining or removal of ore
containing copper, lead, silver, gold or other minerals
from said premises, with the right, during the existence
of this lease, to cut and use the timber found upon said
premises for fuel, and so far as may be necessary for the
construction of buildings required in the operation of any
mine or mines, on the premises hereby leased, as
also the timber necessary for drains, tram-ways, and
supports for such mines or mines: Provided, how-
ever, that the Party of the Second Part shall have the
right at any time to terminate this agreement in so
far as it requires the Party of the Second Part to mine
ore on said land or to pay royalties therefor, by giving
written notice to the Party of the First Part, which
shall serve by leaving the same with the Commissioner
of Public Lands, who shall officially, in writing, ac-
knowledge the receipt of said notice, and the
foregoing lease shall terminate sixty (60) days there-
after, and all arrearages and sums which may be due
under the same up to the time of its termination; as
set forth in said notice shall be paid upon settle-
ment and adjustment thereof.

The Party of the First Part agrees that the Party

of the Second Part shall have the right under this agreement to contract with others to work such mine or mines on any part thereof or to sub-contract the same, and the use of said land on any part thereof, for the purpose of mining for ore, with the same rights and privileges as are herein granted to the said Party of the Second Part.

Witness Our Hands and Seals This 17th day of July A.D. One Thousand Nine Hundred and Five.

The State of Washington by
E. W. Ross,

Commissioner of Public Lands for the
State of Washington.

{ Seal of Com. of Public }
{ Lands, State of Wash. }

by J. A. Mabee President,

Washington Gold & Copper Mining
Company

by James B. Jordan,

Sec.

{ Seal of Washington }
{ G. & C. M. Co. }

Filed for record by J. A. Mabee, Sept. 28, 1905, at 1:15 o'clock P.M.

A. Fletcher

Co. Auditor.

1.50
V

State of Washington to Washington G. & C. M. Co.,
—Contract—

This Indenture, made this 17th day of July, 1905, A.D. One Thousand Nine Hundred and Five, by and between the State of Washington, Party of the First Part, and the Washington, Gold and Copper Mining Company, Party of the Second Part:

Witnesseth: That The Party of the First Part, in consideration of the payment by the Party of the Second Part to the Party of the First Part on the 15th day of each calendar month for the full term of this lease of an amount which shall be equivalent to five per cent. of the value of the gross output of valuable minerals or precious metals mined upon and removed from the premises hereinafter described, consisting of gold, silver, copper, lead, cinnabar or other valuable minerals except