

of the Second Part shall have the right under this agreement to contract with others to work such mine or mines or any part thereof or to sub-contract the same, and the use of said land or 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 17<sup>th</sup> 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 } by J. A. Maher President,  
{ lands, State of Wash. ) Washongal Gold & Copper Mining  
Company

by James B. Jordan,  
Sec.

{ Seal of Washongal }  
G. T. B. M. Co.

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

A. Fleckhauer  
Ba. Auditor.

1.50  
V

State of Washington to Washongal G. T. B. M. Co.,

Contract

This Indenture, made this 17<sup>th</sup> 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 Washongal, 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 15<sup>th</sup> 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

202. wherein said monthly payments are to be made by the 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 out put of ore, the minerals extracted therefrom and the rates or other deduction thereof for the calendar month next preceding such payment; the party of the second part, it 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 full right of access at any time to enter and examine all shafts, tunnels and other mining work upon said land 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 ores, precious metals or minerals constituting the out put of said mine or mines worked or operated upon said land are hereby authorized and required upon demand by the 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 ores, precious metals or minerals of any kind and every character taken or carried from said land, in further consideration of the covenants and conditions herein contained to be kept and performed by the Party of the Second Part, doth hereby contract, lease and demise to the Party of the Second Part, for the term of Thirty (30) years from and after the 17th day of July A.D. One Thousand Nine Hundred and Five, the following described land, situated in Bald Mountain Mining District on Shirt Creek, a tributary of Blue Bird Creek, a tributary of the Wasougal River, in the County of Skamania in the State of Washington, namely:

The South one half (S. 1/2) of the North-west one quarter  
 (N.W. 1/4) of Section Fourteen (14), Township Three (3)  
 North of Range Five (5) East W.M., and containing  
 Eighty acres (80) more or less;

which premises are leased to the Party of the Second Part for the purpose of exploring for, running, taking out and removing thence, in the merchantable, shipping ore containing 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, open-

ings, ditches, drains, railroads, wagon-roads, smelting, and other improvements upon said premises which are or may become necessary or suitable for the running 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, or also the timber necessary for drains, tramways, and supports for such mine or mines: Provided, however, 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 one on said lands or to pay a royalty therefore, by giving written notice to the Party of the First Part, which shall be served by leaving the same with the Commissioner of Public Lands, who shall officially, in writing, acknowledge the receipt of said notice, and the foregoing lease shall terminate sixty (60) days thereafter, and all arrears 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 settlement and adjustment thereof. The Party of the First Part hereby 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 or any part thereof or to sub-contract the same, and the use of said land or any part thereof, for the purpose running for one, with the same rights and privileges as are herein granted to the said Party of the Second Part.

Witness Our Hands and Seals This day of July, A.D., One thousand nine hundred and five,

The State of Washington.

E. W. Ross,

Commissioner of Public Lands for the  
State of Washington.

By F. T. Mabie President

Washongal Gold & Copper Mining Company  
By James B. Jordan, Sec.

Filed for record by H. A. Maher, Sep. 28, 1905, at 1:15 o'clock P.M.

A. Rutherford

Co. Auditor.

Seal of Com. Public Lands  
State of Washington

Seal of Washongal  
G. & C. M. Co.