

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

2022. 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 output of ore, the minerals
 extracted therefrom and the sales or other disposition thereof for
 the calendar month next preceeding 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 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 ore,
 precious metals or minerals constituting the output 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 ore, 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, do 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
 Baldy Mountain Mining District on Shirt Creek, a tributary
 of Blue Bird Creek, a tributary of the Wenatchee River, in
 the County of Skamania in the State of Washington, to-wit:

The South one half ($S. \frac{1}{2}$) of the North-west one quarter
 (N.W. $\frac{1}{4}$) 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, mining, taking out and removing
 therefrom 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, smelters, and other improvements 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 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 ore on said lands or to pay a royalty therefor, 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 this 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 of running 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 1st 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 J. A. Mabee President

Washington Gold & Copper Mining Company
By J. B. Jordan, Sec.

Seal of Comm. Public Lands
State of Washington

Seal of Washington
J. & C. M. Co.,

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

A. H. H. H. H.

Co., Auditor.