

State of Washington to DeGolyer & Co.

Contract

This Document, 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 DeGolyer 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, manganese or valuable minerals except coal which said monthly payments are to be made by the Party of the Second Part to the Commissioners 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 preceding such payment; and the Party of the second part hereby agreeing that the Commissioners 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 and all times to enter and examine all shafts, tunnels and other mining works upon said land and to inspect the books, papers and accounts of the 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 output of said mine or mines worked or operated upon said land are hereby authorized and required upon demand by the said Commissioners of Public Lands or his authorized agent to furnish the said Commissioners or his agent with duplicates of all shipping bills, way bill 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; and, in further consideration of the covenants and considerations 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 17 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 Washougal River, in the County

of Skamania in the State of Washington, namely:

The North one-half ( $\frac{1}{2}$ ) of the North-west one-quarter ( $\frac{1}{4}$ ) of Section Fourteen (14), Township Three (3) North of Range Five (5) East N.W. and 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 removing therefrom the merchantable, unrefined ore containing copper, lead, silver, gold and other minerals which is or which hereafter may be found ~~in~~<sup>in</sup> or under said land, together with the right to construct all buildings, make all excavations, openings, 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 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 or work said premises or to pay a royalty thereon, 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 leases shall terminate sixty (60) days thereafter, and all arreages 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 sum 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 Seal This 17th day of July, A.D. one  
Thousand Nine Hundred and Five.

{ Seal of Comptroller Lands }  
State of Wash., :

The State of Washington by  
B. St. Luce,  
Commissioner of Public Lands for the  
State of Washington  
by W. F. Drabek President,  
Washington Gold & Copper Mining  
Company.

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

by James B. Jordan, Sec.

Filed for record by F. H. Drabek, Sep. 25, 1905, at 11:15 o'clock A.M.

A. Fleckhauer  
Do. Auditor,

1.50

State of Washington to Washington G. & C. M. Co.

Concord

This o. denture, 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:

We witness 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 min-  
erals or precious metals mined upon and removed from  
the premises hereinafter described, consisting of gold, silver,  
copper, lead, tin, mica or other valuable minerals except coal,  
which 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 ex-  
tracted 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