

State of Washington to Washington S. T. B. Co.

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 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 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 extracted therefrom and the sales or other disposition thereof for the calendar month proceeding such payment; and 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 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 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 of 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 bill 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 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 or Skint Creek - a tributary of Blue Bird Creek, a tributary of the Washington River, in the County

of Skamania in the State of Washington, to-wit:

The North one-half ($N. \frac{1}{2}$) of the North-west one-quarter
($N. W. \frac{1}{4}$) of Section 2 Township (14), Downside Three (3)
North of Range Five (5) East 11. M. and contains 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, shipping ore containing copper, lead, silver, gold and other minerals which is or which hereafter may be found ⁱⁿ 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 ore on said premises 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 leases shall terminate sixty (60) days thereafter, 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 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 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 15th day of July, A.D. 1905
 Thousand Three Hundred and Five.

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

The State of Washington by
 C.W. Loss,

Commissioner of Public Lands for the
 State of Washington
 by D. H. Mabee President,

Washington Gold & Copper Mining
 Company.

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

by James B. Jordan, Secy.

Filed for record by D. H. Mabee, Sep. 28, 1905, at 1:10 o'clock P. M.

A. Fleishman
 Co. Auditor,

1.50

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

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 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 miner-
 als or precious metals mined upon and removed from
 the premises hereinafter described, consisting of gold, silver,
 copper, lead, zinc, iron 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 value, 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