

State of Washington, or Washington G. & C. M. Co.,

— Contract —

This Indenture, made this 17th day of July, A.D. One Thousand Nine Hundred and Five, by & 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 out put of valuable minerals or precious metals mined upon and removed from the premises hereinafter described, consisting of gold, silver, copper, lead, zinc, tin or other valuable minerals except coal, which 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 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 ^{and all} times to enter and examine all shafts, tunnels and other mining works upon said lands 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 ~~kind~~ and all ores, precious metals or minerals constituting the out put of said mine or mines worked or operated upon said lands 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, ways bills together with full and complete statement of all ores, precious metals or minerals of any and every character taken or carried from said lands; 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 17th day of July, A.D. One Thousand Nine Hundred and Five, the following described land, situated in Bald Mountain Mining District on Shink Creek, tributary of Blue Bird Creek, a tributary

of the Duwamish River, in the County of Skamania in the State of Washington, namely:

The South one-half (S. 1/2) of the South-west one-quarter (S. W. 1/4) of Section Eleven (11), Township Three (3), North of Range Five (5) East N.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 removing therefrom the merchantable, shipping ore containing copper, lead, silver, gold, and other minerals which is or which hereafter may be found on, or under said lands, together with the right to construct all buildings, making all excavations, openings, ditches, drains, rail roads, 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 land 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 the receipt of said notice and the foregoing lease 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 acknowledgment 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 17th day of July, A.D. One Thousand Nine Hundred and Five.

The State of Washington by
O.W. Ess.

Seal of Com. Public Lands
State of Washington

Commissioner of Public Lands for the
State of Washington.

By J.A. Mabee, President

Washington Gold and Copper Mining Company

By James B. Jordan, Secy.

Seal of Washington
G. T. C. Co.

Filed for record by J.A. Mabee, on Sep. 28, 1905, at 11:05 o'clock P.M.

A. Frenchman

C.S. Quaitor

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State of Washington to Washington G. T. C. Co.

— Contract —

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