

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
C.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. M. 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. M. 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 the 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 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 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 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} said 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 and every character taken or carried from said land; and, 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~~ thirty (30) years from and after the 17th day of July, One Thousand Nine Hundred and Five, the following described land, situated in Baldy Mountain Mining District on Skagit Creek, a tributary of Blue Bird Creek a tributary of the Washington River, in the County of Skamania in the State of Washington, namely:

The west one-half (W. 1/2) of the North-west quarter (N. W. 1/4) of Section Eleven (11), Township Three (3) North of Range Five (5) East W. T., 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 their merchantable, shipping ore containing copper, lead, silver, gold, and other minerals which is or which hereafter may be found on, in or under said lands together with the right to construct all buildings, make all excavations, openings, ditches, drains, 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 rights 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

under necessity for drains, tram-ways, and supports for such mine or mines: Providing, 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 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 term 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 17th day of July. A.D. One Thousand Nine Hundred and Five.

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

State of Washington by
C. W. Rose,

By F. A. Mable President
Washington Gold & Copper Mining Company

Seal of Washington
E. & C. M. Co.

By James B. Jordan, Sec.

Filed for record by F. A. Mable on Sep. 28, 1905 at 1:50 o'clock P.M.

A. Fleischman
Co., Auditor,

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