

## LORITAN INVESTMENT COMPANY TO A.W.BARTLETT

(COPY)

THIS AGREEMENT, Made this 27th day of April, 1914, between the LORITAN INVESTMENT COMPANY, a corporation created and existing under the laws of the State of Oregon, and A.W. BARTLETT of Portland, Oregon.

WITNESSETH: That for and in consideration of Fifty Thousand Dollars (\$50,000.00) to be paid as hereinafter provided the Loritan Investment Company agrees to sell and convey to the said A.W.Bartlett by good and sufficient deed the following described real property situate in the county of Skamania and State of Washington, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-eight (28); the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-nine (29); the Northeast Quarter (NE $\frac{1}{4}$ ) and the East half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-two (32); the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-three (33); all in Township Three (3) North of Range Five (5) East of the Willamette Meridian, in the county of Skamania and State of Washington; together with all machinery or other property now situate thereon and owned by the Loritan Investment Company; which said deed shall reserve to the grantors, their heirs and assigns, a right of way over the lands conveyed thereby that they may have ingress and egress from the adjacent lands now or then held by same owners.

Provided, however, that said A.W.Bartlett shall perform all and several the conditions of this agreement and shall within the term of three years pay to the said Loritan Investment Company the sum of Fifty Thousand Dollars (\$50,000.00) in cash.

Said Bartlett agrees to go immediately upon said property and to operate the mine which is now upon the premises and to mine, remove, and ship ore from the same, in a diligent and workmanlike manner.

Ore as rapidly as the same is mined and placed upon the dump shall be shipped to the Tacoma Smelting Company, of Tacoma, Washington, which shall be instructed to remit to the Loritan Investment Company, Spalding Building, Portland, Oregon, 15 per cent of the gross smelter returns on the first one thousand tons of ore shipped to them; 30 per cent of the gross smelter returns on the second and third thousand tons of ore; and 25 per cent on all subsequent shipments until the sum of Fifty Thousand dollars shall be paid, or this agreement shall be otherwise terminated.

It is expressly understood, however, that no part of the cost and expense of the mining, transportation, assaying, or smelting shall be deducted from the portion of the returns made to the Loritan Investment Company, but that the percentage to be remitted to it shall be computed upon the entire gross value of the ore smelted.

The said Bartlett expressly agrees to save harmless the Loritan Investment Company from any damage, loss or liability arising by reason of the operation of the mine, whether on account of moneys due to laborers, material men, or other persons to whom money shall become due by reason of the operation or arising from injury to employees or others or from any cause of whatsoever nature; and said Bartlett especially agrees to post conspicuously all notices required or provided for by law which shall relieve the Loritan Investment Company from liability under any of the above causes.

Said Bartlett further agrees to pay promptly when the same become due all taxes or public charges which shall be levied or assessed upon the premises during the term of this agreement.

Said Bartlett further agrees to give the Loritan Investment Company a bond with penalty in the sum of Five Thousand Dollars (\$5,000.00) with sureties to be approved by the Loritan Investment Company, conditioned for the faithful performance of all of the covenants and conditions set forth in the two preceding paragraphs herein.

It is further agreed that the said sum of \$50,000.00 may be paid at any time within three years from this date, and that all payments of royalty under the terms of this contract shall be credited upon the purchase price if the residue shall be paid within three years, but that if such residue is not so paid all royalty payments shall be deemed rental for the use of the mine and shall upon the expiration of the three years become the property of the Loritan Investment Company without liability to refund or account for the same to the said A.W. Bartlett.

It is further understood and agreed that whereas the Loritan Investment Company has exhibited to the said Bartlett certain maps, plans and data respecting the premises and the improvements thereon, such data are not represented as being complete or accurate and do not form the inducement to this contract, but that the said Bartlett enters into this contract relying upon his own investigation and other independent information.

It is expressly understood and agreed, and these presents are upon the condition and not otherwise, that time is of the essence hereof, and if said Bartlett shall not pay the sum of \$50,000.00 as herein provided within three years from the date of this agreement the same shall absolutely cease and determine, and all his rights in the property shall finally expire, and the Loritan Investment Company shall have the right forthwith to take possession of the premises and any additions or improvements made by the said Bartlett as of its former estate.

IN WITNESS WHEREOF, the said Loritan Investment Company has caused its corporate name to be subscribed hereto and its corporate seal to be hereto affixed by its duly authorized officer, and the said A.W. Bartlett has hereunto signed his name, on the day and year herein first written.

Witness:

(Signed) A.E. Hoban

(Signed) A.E. Davis

LORITAN INVESTMENT COMPANY

By (Signed) I.M. Ladd, Pres.

(Signed) A.W. Bartlett.

THIS AGREEMENT WITNESSETH: That A.W. Bartlett, in consideration of One Dollar and other good and valuable consideration to him paid by A.W. Bartlett & Company, a co-partnership, has this day sold, assigned and transferred unto said A.W. Bartlett & Company all of his right, title and interest in and to that certain contract entered into between him and Loritan Investment Company, a corporation, dated April 27, 1914, for the sale of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty Eight (28); the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty Nine (29); the Northeast Quarter (NE $\frac{1}{4}$ ) and the East half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-two (32); the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty Three (33); all in Township Three (3) North of Range Five (5) East of the Willamette Meridian, in the County of Skamania and State of Washington; together with all machinery or other property now situate thereon and owned by the Loritan Investment Company, according to the terms and conditions specified in said contract;

TO HAVE AND TO HOLD the same unto the said A.W. Bartlett & Company, its successors and assigns forever.



IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of May, 1914.

Witnesses:  
H.K. Sargent  
R.L. Mackenzie

A.W. Bartlett (Seal)

Filed for record by E.I. Pyle on July 15, 1914 at 8:30 A.M.

*H. Swisher*  
Co. Auditor.

# NOTE TO WILLS

THIS AGREEMENT ENTERED INTO This 2nd day of July, 1914, between E.C. Hove, party of the first part and P.S.C. Wills, party of the second part,

Witnesseth: That E.C. Hove, party of the first part, agrees to sell unto the party of the second part and the party of the second part agrees to purchase from the party of the first part the following described real estate and rights.

Commencing at a point 50 feet west of the center of Section 36, Tp 3 N.R. 7 E.W.M. thence South 250 feet more or less to the center of a now travelled road, thence S 51 degrees W. 40 feet more or less, thence N. 51 degrees W. 71.25 feet, thence N. 42 deg. W. 162 Ft more or less, thence North to a point in line running East and West through the center of said Sec. 36, Tp 3 N.R. 7 E.W.M. 235 feet West of the center of said Section 36, Tp 3 N.R. 7 E.W.M. 125 feet more or less, thence N 22 degrees 54 minutes W. 470 feet more or less, thence East 185 feet, thence S 22 Deg. 54 min. E. 470 feet more or less to the place of beginning, containing 2.5 acres more or less, at \$125.00 per acre.

Also included in the purchase price herein stipulated and for <sup>the</sup> consideration mentioned and the mutual benefits said party of the first part grants unto the said party of the second part a right of way for a pipe line from the NW corner of above described tract to the West line of E.C. Hove's land, together with the right to construct, repair and maintain the same for a period of ten years from date hereof, said party of the second part to use due care in said construction, repairing and maintaining that no unnecessary damage may result to the property traversed.

Said party of the second part allows 9 months for the removal of large fir trees, and the party of the first part or his representatives agrees to use care so that shade trees on the aforesaid tract shall not be injured.

Payment shall be made as follows fifteen dollars down, the receipt whereof is hereby acknowledged, the balance of purchase price in four equal semiannual payments, being in December 1914, June 1915, December 1915 and June 1916 with interest at 7% and when the party of the second part or his assigns shall have paid the full purchase price with interest thereon, the party of the first part or his heirs or assigns shall issue to the party of the second part a good and sufficient warranty deed for said land containing agreement in regard to pipe line as herein stated. Said party of the second part is hereby granted the privilege of paying out on this contract in full at any time, at which time said party of the first part shall deed same to party of second part, Said party of the second part hereby agrees to pay all taxes regularly on above described land.