

CASCADIA MINING & DEVELOPMENT CO.-ROBERTS.

FOR AND IN CONSIDERATION of the mutual covenants hereinafter set forth, to be performed by the respective parties to this contract, the CASCADIA MINING & DEVELOPMENT COMPANY, a corporation, party of the first part, and S.E. Bretherton, Karl S. Reinhardt, and Joseph C. Roberts, parties of the second part, hereby agree as follows;

Party of the first part hereby agrees with the parties of the second part:

(1) To mine its property situated in the St. Helens Mining District, State of Washington, and more definitely described by names in groups of claims on the printed plat of same hereinafterwards shown, and to furnish and deliver all of the ores and minerals so mined to the reduction plant on the premises of the party of the first part, and the said ores and minerals are to be delivered as to grade and quantity according to the directions of the superintendent of the reduction works, or his assistant;

(2) To use reasonable diligence to construct by July 1, 1916, a suitable wagon road leading from Castle Rock, Washington, into said mining property along the most feasible route, by which machinery and general supplies may be transported by the party of the second part and after said road is so constructed, to share equally with the parties of the second part in maintaining said road in good condition;

(3) To erect, install, and have in operation, an electric lighting and power plant on said mining premises by the time the parties of the second part have need therefor in the operation of their reduction plant hereinafter mentioned, and to furnish to the parties of the second part, or their assigns, whatever amount of electricity shall be needed by them, in consideration of the payment to it of the cost of production of said electricity;

(4) To grant to the parties of the second part, or their assigns, an easement in any part of said mining property for the purpose of the erection thereon of the reduction plant hereinafter described, together with all necessary and suitable buildings and outhouses, and together with the right to take whatever wood maybe necessary for buildings or fuel or any use in and about said reduction plant, without cost to them; provided, however that said parties of the second part shall, at all times, pay whatever taxes may be assessed against said superstructures;

(5) At all times, to have and keep in its employ a sufficient force of men to supply whatever amount of ore the reduction plant hereinafter described shall have the capacity to reduce, it being hereby understood and agreed that if the party of the first part should at any time fail to have a sufficient force of men to so supply said reduction plant with ore, that the parties of the second part shall have the right to enter upon said premises and mine the same and charge the cost thereof to the proportion of the returns to be received by the party of the first part as hereinafter provided;

And the parties of the second part agree with the party of the first part, as follows:

(1) That they, or their assigns, shall, as soon hereinafter as the weather conditions will permit and snow is off of the ground, make a thorough examination of the property and determine as nearly as possible the value of the ores thereof in the different locations thereon, and decide as soon as is possible to do so at which group of mines and location the operations are to begin for both mining and reducing, and as soon as the party of the first part shall have constructed the road way to said mine as hereinafter described, install at their own proper cost upon the premises of the first part as aforesaid, a suitable reduction plant which will be determined by the analysis of the ore and conditions of transportation from the mines as to what proportion of the reduction or concentration is to be accomplished at the mine and the remainder elsewhere.

(2) That they will use the most expedient means and methods of extracting from said ores the valuable minerals of all kinds possible therein, and that they will market the results from said reduction to the best advantage possible, and will pay monthly to the party of the first part fifty per cent of the net amount so received by them from the sale of said minerals; after all reduction and marketing expenses have been deducted.

(3) That they will furnish a monthly report and allow the party of the first part to participate in the making of said report from the records of the reduction company, which report is to show the amount due for the month, and as soon as paid, constitute a final auditing and settlement for the month so paid.

(4) That before beginning the construction of any building or superstructure of any kind on said premises for which a lien might be claimed against said property, the parties of the second part will furnish to the party of the first part a satisfactory bond indemnifying the party of the first part against loss by reason of said liens, and should they fail for a period of six months after the construction of the roadway to said mining property to erect and install a reduction plant as above described, to reduce the ores mined by the party of the first part, then the party of the first part shall have the right to cancel this contract.

(5) This contract shall continue in full force and effect so long as all the covenants and agreements are complied with by the parties hereto as herein stated and until the ore in the mines is exhausted or can no longer be obtained therefrom in grade and quantity sufficient to be profitable and justify further operation, and at the end of such period of time, the reduction company shall be permitted to take down and remove any and all buildings, machinery, and apparatus which has been provided by them and placed on the premises of the party of the first part, and thereby terminate all contracts and business relations as are provided for herein.

(6) The parties of the second part are to be allowed to transfer and assign all their interest in this contract to a corporation which is to be organized and incorporated by them and when such an assignment is made, all responsibility is to cease and the said corporation shall assume all the obligations on the part of the parties of the second part herein to be performed.

IN WITNESS WHEREOF, the party of the first part, pursuant to a resolution of its Board of Directors, has duly caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed, and the parties of the second part have unto these presents affixed their names and seals this 11th day

of March, 1916.

Executed in presence of; CASCADIA MINING & DEVELOPMENT COMP. NY.
E. Lawrence. By E. A. Sissions PRESIDENT.

By W. D. Scott Secretary.

Cascadia Seal. Flora Hall-- Sidney E. Bretherton (seal)
Karl S. Reniharett (seal)
Joseph C. Roberts (seal)

STATE OF OREGON }
COUNTY OF MULTNOMAH } SS.

On this 1st day of May, 1916 before me appeared W. D. Scott, to me personally known, who being duly sworn did say; that he is secretary of the Cascadia Mining & Development Co. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors, and said Scott acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal the day and year last above written.

Notarial Seal. J. E. BRONAUGHT Notary Public.
Commission expires Dec. 1919.

Filed for record by J. C. Roberts May 26, 1917 at 11 A.M.

Chas. Nelson
County Auditor.

Irwin.
UNITED STATES TO MARTIN R. IRWIN.
4--1003.

Vancouver 04412.

THE UNITED STATES OF AMERICA,

TO ALL TO WHOM THESE PRESENTS SHALL COME GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Vancouver, Washington, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Martin R. Irwin has been established and duly consummated, in conformity to law, for the Northwest quarter of the Southwest quarter of Section twenty-eight in Township two North of Range six east of the Willamette Meridian, Washington, containing forty acres, according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

~~WHEREAS~~ NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches