

remedies as are by law provided.

IN WITNESS WHEREOF, First Party has caused this instrument to be duly executed on its behalf by its President and Secretary, and its corporate seal to be hereunto affixed, pursuant to a resolution of its Board of Directors duly adopted, and the Second Party has hereunto set his hand and seal, all on the day and year first herein written.

Mt. St. Helens Consolidated Mining Company

By J. P. Tamiesie, President

(Mt. St. Helens Consolidated Mining Co. Seal.)

MT. ST. HELENS CONSOLIDATED MINING COMPANY

By J. C. Hamilton (First Party)

C. W. Riddell (Second Party)

STATE OF OREGON }

County of Multnomah }

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BE IT REMEMBERED, That on this 22nd day of April, 1929, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dr. J. P. Tamiesie and J. C. Hamilton, who are personally known to me to be the president and Secretary respectively of the Mt. St. Helens Consolidated Mining Company, and to be the individuals named in and who executed the within and foregoing instrument, and each acknowledged to me that he signed and sealed the same as and for the act and deed of the said MT. ST. HELENS CONSOLIDATED MINING COMPANY, pursuant to a resolution of the Board of Directors of said corporation, and the said J. C. Hamilton being first duly sworn said that he is the Secretary of the MT. ST. HELENS CONSOLIDATED MINING COMPANY and the custodian of the corporate seal thereof; that the seal affixed to said instrument is the corporate seal of said corporation and was affixed thereto by direction of the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year in this certificate last above written.

L. Hazalton, NOTARY PUBLIC FOR  
OREGON, my commission expires Sept. 11th, 1932.

(Notarial Seal)

Filed for record this 24th day of June, 1929 at 8:30 A.M. o'clock.

*L. C. Chesser*  
Auditor.

#15789

Mt. St. Helens Consolidated Mining Company to James Menane

This lease entered into this 15th day of May 1928 between the Mt. St. Helens Consolidated Mining Company, herein after called the party of the first part and James Menane hereinafter called the party of the second part.

The party of the first part hereby leases to the party of the second part their property in Section 12, Township 9 North, Range 5 East of the Willamette Meridian, situated on Spirit Lake in Skamania County, Washington: such property consisting of most of the two mining claims known as The Falls and Spirit Lake, consisting of about 40 acres more or less.

The land under lease, as described above, shall include a five-acre tract in The Falls Mining claim, known as the Prince five-acre tract, but does not include a five-acre tract deeded to E. L. Harmon by the Mt. St. Helens Consolidated Mining Company; however, it is the wish and desire of the party of the first part to secure possession of the five-acre tract known as the Harmon tract and if this can reasonably be done by the party of the first part, this tract shall also automatically become a part of the property under this lease.

The term of this lease shall be for 20 years from the date of this lease. The rental shall be a figure \$15.00 less than the Skamania County taxes on the property now owned by the party of the first part in Skamania County consisting of the Mary Group, Index Group, Earl Group, Spirit Lake Group, the Chicago Group and the Denmark Group, as shown on the 1927 taxes of Skamania County Tax receipt No. 919, the total tax for that year being \$268.14 net, to which shall be added the Skamania County Tax on the 5-acre prince tract and the five-acre Harmon tract - should the later be acquired by the party of the first part.

The exception to the rental price as stipulated above shall be; First, that the rent for the year beginning May 15, 1928 to May 15th, 1929 shall be a flat figure of \$250.00; and Second in the event that taxes shall be increased due to improvements on the above listed property, outside the control of the party of the second part, a suitable adjustment shall be made.

Rent shall be paid by the party of the second part to the party of the first part in one payment on the 15th day of May each year during the tenor of this lease. This lease may be canceled by the party of the first part on thirty days written notice from the party of the first part to the party of the second part, following a thirty day delinquency of rent, after the date as stipulated above.

It is understood that the party of the second part agrees to establish a hotel resort on the premises and the party of the second part agrees to conduct such resort in compliance with the laws of the State of Washington and the laws of the Federal Government.

This lease includes any water right which the party of the first part may have to running water through the property of this lease. This lease applies alone to surface rights, the party of the second part has no right whatsoever, in the mineral rights below the surface of the ground of the land under lease.

The party of the second part shall have no right to the timber of the property under lease and shall remove only such standing timber as may be absolutely necessary for the construction of a roadway into the property or which must be removed to make way for the erection of necessary buildings, camp grounds, auto park or parking places; the removal of such timber where necessary, to be under the supervision of the proper authorities of the Forest Service.

The party of the first part shall have the right to use any and all roads constructed on the property under this lease at all times, and for any purpose.

The party of the second part shall be given preference in any renewal of this lease, and in the event that the property of the party of the first part shall be sold, the party of the second part shall be given the first opportunity to refuse the offer of sale of the property under lease.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

(Corporate Seal)

(Mt. St. Helens Consolidated Mining Co. Seal)

The Mt. St. Helen's Consolidated Mining Company

By J. P. Tamiesie, Vice President

By F. M. Bell, Secretary

James Menane, Party of the Second part.

Witnesses:  
Wayne W. Coe  
Elvina Hagna

STATE OF OREGON

SS

COUNTY OF MULTNOMAH

On this 13th day of October, 1928, before me personally appeared J. P. Tamiesie to me known as the Vice President, and F. M. Bell, to me known to be the Secretary of the Corporation that executed the within and the foregoing instrument, and acknowledged the



said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath each of them stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

(Notarial Seal)

R. M. Tuttle, Notary Public in and for the County of Multnomah, State of Oregon, residing in the city of Portland. My Commission expires March 16, 1938.

STATE OF WASHINGTON

ss

COUNTY OF COWLITZ

I, Evans B. Wood, Notary Public in and for the State of Washington residing in the city of Longview in Cowlitz County in said State, do hereby certify that on this 23d day of October 1928, personally appeared before me James Menane, to me known to be the individual described in and who executed the within instrument as the second party thereof, and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23d day of October, 1928.

(Seal)

Evans B. Wood

(Notarial Seal)

Filed for record this 10th day of July, 1929 at 3:10 A.M.

*W. C. L. L. L.*  
Auditor.

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James Menane # 15790  
to Spirit Lake Park Inc.

ASSIGNMENT OF LEASE.

KNOW ALL MEN BY THESE PRESENTS:

That I, James Menane, party of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set-over, and deliver to Spirit Lake Park, Inc., a corporation organized and existing under the laws of the State of Washington, all of my right, title and interest in and to that certain lease dated May 15th, 1928, executed and delivered thereunder between the Mt. St. Helens Consolidated Mining Company, as party of the first part, and myself, James Menane, as party of the second part, whereunder and whereby said Mt. St. Helen's Consolidated Mining Company leased to me for a term of twenty years from the date thereof, the following described property, to-wit: That part of the property of said Mt. St. Helen's Consolidated Mining Company in Section 12, Township 9 North, Range 5 East of the Willamette Meridian, situated on Spirit Lake in Skamania County, Washington, such property consisting of most of the two mining claims known as The Falls and Spirit Lake, consisting of about forty (40) acres more or less. The land under lease as described above shall include a five (5) acre tract in The Falls mining claim known as The Prince five (5) acre tract, but does not include five (5) acre tract deeded to E. L. Harmon by The Mt. St. Helens Consolidated Mining Company, However if the Mt. St. Helen's Consolidated Mining Company can reasonably secure possession of the said five (5) acre tract known as the Harmon tract, this tract shall also automatically become a part of the property under said lease.