

#15887

MT. ST. HELENS CON. MIN. CO. TO C. W. RIDDELL

THIS AGREEMENT, Made in duplicate this 22nd day of April 1929, between Mt. St. Helens Consolidated Mining Company, an Oregon corporation, first party, and C. W. RIDDELL, second party; Witnesseth:

WHEREAS, the first party is the owner of all the following described property (hereinafter called the "premises"), situated in the County of Skamania and State of Washington, to-wit:

That certain group of mining claims and premises known as the SPIRIT LAKE GROUP, consisting of America No. 1, America No. 2, America No. 3, America No. 4, Sweden No. 1, Sweden No. 2, Viola Second, Viola First, Wilson, Alderman Peak, Marchand, Prince, Wayne, George, Baby Barnes, Mamie, Mabel, Ada, Linnie, Inez, Cene, Lakeside, Earl, Hillside, The Falls, and Spirit Lake, lode mining claims, the same being and constituting one entire group and parcel of land designated by the surveyor general as Lot No. 781A, embracing a portion of sections 1 and 12, Township 9 North of Range 5 East, a portion of Section 6 in Township 9 North, Range 6 East, a portion of Section 36 in Township 10 North of Range 5 East and a portion of Section 31 in Township 10 North of Range 6 East, W. M., embracing a total area of 513.249 acres, more or less, according to the official survey thereof, as the same are more particularly described by metes and bounds, courses and distances in the patent thereof of record in Vol. 440, pages 381 to 415 inclusive in the record of Mineral Patents in the office of the General Land Office at Washington, D. C., and also of record in Book K of Deeds at page 365 et seq., of the records of Skamania County, Washington, reference to which said patent and the records thereof is hereby made for a more perfect and complete description of said claims, excepting however the surface rights to 10 acres in the Spirit Lake Lode and Falls Lode, heretofore conveyed by the party of the first part.

Also that certain group of mining claims known as the EARL GROUP, and consisting of the Earl No. 1, Earl No. 2, Earl No. 3, Earl No. 4, Earl No. 5, Earl No. 6, Earl No. 7, Earl No. 8, Earl No. 9, Earl No. 10, Earl No. 11, Earl No. 12 and Earl No. 13, lode mining claims designated by the Surveyor General as Lot 774, embracing a portion of Sections 8, 9, 16 and 17, in Township 10 North of Range 6 East, W. M., containing 266.148 acres, more or less according to the official survey thereof; said several mining claims being more particularly described by metes and bounds, courses and distances, in the patent thereof which is of record in Vol. 422, at pages 295 to 314 inclusive of the record of mineral patents in the General Land Office at Washington, D. C., and in Book 1 at pages 397 to 407 inclusive of the record of Deeds of Skamania County, Washington, reference to which patent and the records thereof is hereby made for a more detailed and complete description of said several lode mining claims.

Also that certain group of mining claims known as the CHICAGO NORTHWEST DISCOVERY Group, consisting of the Chicago Northwest Discovery, Chicago Northwest Discovery No. 1 and Chicago Northwest Discovery No. 2, lode mining claims, designated by the Surveyor General as Lot No. 621, embracing a portion of Sections 29 and 30, Township 10 North of Range 6 East W. M., being and constituting one entire parcel of land. The corner No. 1 of the Chicago Northwest Discovery Lode Claim of said group bears south 19° 32' East 710.1 feet distant from U. S. Location monument No. 2, said group containing 37.434 acres of land more or less according to the official survey thereof. The particular description of said premises by metes and bounds, courses and distances is set forth in the patent thereof recorded in Vol. 380 at pages 125 to 126 inclusive of the Record of Mining Patents in the General Land Office at Washington, D. C. and in Book 1 of Deeds, pages 74 to 77 inclusive of the record of deeds of Skamania County, Washington, reference to said patent and records is hereby made for a more particular and detailed description of said premises.

Also that certain group of mining claims known as the INDEX group, consisting of Index No. 1, Index No. 2, Index No. 3, Index No. 4, Index No. 5, Index No. 6, Index No. 7, Index No. 8, Index No. 9, Index No. 10, Index No. 11, Index No. 12, designated by the Surveyor General as Lot No. 779, embracing a portion of Sections 17, 18, 19 and 20 in Township 10 North of Range 6 East W.M., said several mining claims constituting one entire group and parcel, and containing 247.932 acres. The particular description of said several claims by metes and bounds, courses and distances is more fully set forth in the patent thereof, which is recorded in Vol. 428, at pages 266 to 283 inclusive of the record of mining patents in the General Land Office at Washington D. C. and in Book K at pages 1 to 6 of the record of deeds of Skamania County, Washington, reference to said patent and records is hereby made for a more detailed and particular description of said lode mining claims.

Also that certain group of Lode mining claims known as the DENMARK GROUP, consisting of the Denmark Discovery Lode, Norway Discovery Lode and the Norway Northwest Discovery Lode claims, designated by the Surveyor General as Lot No. 620, and situate in Section 31 in Township 10 North of Range 6 East, W. M., containing 44.999 acres, more or less, according to the official survey thereof, said lode claims constituting one parcel of land. The particular description by metes and bounds, courses and distances of said lode claims is set forth in the patent thereof, recorded in Volume 370 at pages 96 to 100 inclusive, of the records of mineral patents in the General Land Office at Washington, D. C., and in Book 1 at pages 71 to 76 of the deed records of Skamania County. Reference to said patent and records is hereby made for a more detailed and particular description thereof.

Together with all and singular the said lodes, and all the dips, spurs and angles thereof, and also all metals, ores, mine lds, rock and earth therein, and all tunnels, shafts, ore dumps, workings, cuts and adits thereon, and all tools, buildings, wharves, boats, tools, machinery, barges and appliances of any and every kind now on said properties or belonging thereto and to the first party, and any and all water and riparian rights held by the first party or incident to the said properties, or any thereof.

WHEREAS, the second party desires an option to purchase said property;

NOW THEREFORE, in consideration of the premises and the mutual promises of the parties, It IS AGREED as follows:

1. The second party shall take and have full possession of said property and shall by the 30th day of May 1929, or as soon before or after said date, as weather conditions will permit, commence the work of investigating and working said mine, by sampling the ores, and minerals exposed in the workings now open and, if advisable, shall extend the existing tunnels and open new workings stopes, tunnels, shafts, upraises and otherwise develop the ore bodies and ship the ore extracted to smelters or other reduction works.

2. The second party shall prosecute said development work with diligence and complete his investigation on or before December 1, 1930, and shall expend in such work not less than \$25,000.00 within one year after May 30, 1929, and shall so expend an additional \$25,000.00 before December 1, 1930, if the option to purchase hereinafter granted is not exercised before said date. He shall open the existing workings and put the same in good working condition and shall repair the buildings and put the whole property in as good condition as good operation may require.

3. If ore is mined and shipped in commercial quantities prior to the exercise of said option to purchase, fifteen (15%) per cent of all sums received by the second party from the smelter or other reduction works or purchaser shall be paid monthly to the first party in the same manner as hereinafter provided in the event the premises are purchased by the second party, and any sums so paid to the first party shall be credited upon the purchase price in the event that the second party exercises his option to purchase.

4. The second party shall proceed with the work of investigation continuously except as he may be interrupted by the elements, winter, or other reasons beyond his control.

5. The first party gives and grants unto the second party the right and option to purchase the premises at any time on or before the 1st day of December 1930, for Four Hundred Thousand (\$400,000.00) Dollars cash, or for Six Hundred Fifty Thousand (\$650,000.00) Dollars to be paid at the times and in the manner hereinafter set forth. If the second party shall elect to exercise said option he shall give written notice of his election to purchase to the first party and to the Security Savings and Trust Company, of Portland, Oregon, on or before said date.

6. In the event that the second party does not elect to purchase the premises on or before December 1, 1930, he shall immediately thereafter surrender possession of the premises, together with all improvements made thereon to the first party and shall have no further right, title or interest therein or claim against the first party by reason of this agreement or any expenditures that he may have made in or upon the premises. And in that event the second party shall also deliver to the first party a copy of all assay maps, flow sheet records, mill tests, smelter tests and other records of value to the first party, made during the period of examination and investigation of the premises, and shall give the first party a written statement of his reasons for not electing to purchase.

7. Upon the execution of this agreement the first party shall forthwith execute a good and sufficient warranty deed, by its terms conveying the premises to the second party, or assigns, free from incumbrance, or claims existing at the time of the execution of this agreement, or which may hereafter be placed thereon by reason of any act or omission of the

first party. The first party shall deliver said deed to the Security Savings and Trust Company, an Oregon corporation, to be held in escrow pursuant to the terms of this agreement.

8. The first party shall at its expense, upon the execution of this agreement, procure and deliver to the second party a complete abstract of title to the real property herein described, showing a good and marketable title in the first party. If the second party finds said title defective, he shall give the first party written notice of the defects therein within twenty (20) days after receipt of the abstract, and the first party shall have a reasonable time in which to free the title from said defects. If the first party is unable to procure a good and marketable title with reasonable effort, it may pay the second party the amount expended for investigation and development of the property pursuant to the terms hereof, and rescind this contract, and thereby free itself from all liability hereunder.

9. In the event that the second party shall elect to purchase for Four Hundred Thousand (\$400,000.00) Dollars cash, he shall pay said purchase price in full to the first party, upon the title being found clear and marketable, and simultaneously with the payment of the purchase price, the Security Savings and Trust Company shall deliver the deed hereinbefore mentioned to the second party or his assigns.

10. In the event that the second party shall elect to purchase for Six Hundred Fifty Thousand (\$650,000.00) Dollars, to be paid on the terms hereinafter provided, the abstract of title herein mentioned, shall be deposited with and held by the said Security Savings and Trust Company together with the deed above mentioned and delivered to the second party upon the full purchase price being made, together with the said deed. Provided however, that the second party may have the said Abstract at any time while the said purchase price is being paid for such time as may be necessary if desired to inspect the title or any detail thereof. Said abstract shall be returned to the said Security Savings and Trust Company for custody when such inspection is completed.

11. In the event that the second party shall elect to purchase for Six Hundred Fifty Thousand (\$650,000.00) Dollars to be paid on terms, he shall proceed with the operation of the premises, or such part thereof as are fit and suitable for mining and erect such works, mills, structures and buildings as may be necessary or convenient for the economical operation thereof and the treatment of the ores mined therefrom, and work such ore deposits as may be practicable and where transportation may be had, in a miner-like manner and with convenient despatch, and cause the ores extracted to be transported to such smelter as may be best suited for the reduction thereof and cause the same to be therein reduced. All of which shall be done as rapidly as may be advisable under the circumstances. While the mine is being so operated the second party shall extract valuable ores to the extent that may be reasonably practicable with a force of at least six men.

12. The second party shall pay monthly to the first party fifteen (15%) per cent of all sums received from the smelter or other purchaser of the ore sold. All sums so paid to first party shall be credited upon the purchase price and when the full sum of Six Hundred Fifty Thousand (\$650,000.00) Dollars shall have been paid the Security Savings and Trust Company shall deliver said deed and abstract to the second party. Provided however, that the second party may at any time pay first party the unpaid portion of said purchase price of Six Hundred Fifty Thousand (\$650,000.00) Dollars and obtain the deed and abstract from said Trust Company.

13. The second party shall keep the premises and equipment used thereon free from all liens, attachments, and other charges of like nature, and shall pay the general property taxes payable during the year 1930 and each subsequent year before the same become delinquent, and neither the first party nor the premises shall be held liable for any claim

against or indebtedness of the second party.

14. The first party shall not be liable for any cost or expense incurred in connection with the work of investigating and developing the premises, nor for any payment of any commission earned by or incurred by the second party in connection with a sale of this option or the rights created by this agreement, nor shall any such cost, expense, or commission be credited on the purchase price.

15. The first party shall have reasonable access to the second party's account books and records until the full purchase price is paid.

16. The first party reserves the right to convey the surface ground of a tract of not to exceed ten acres on the lake shore to the Young Men's Christian Association. Such tract shall be situated where it will not interfere with or impede the second party, and the location and description thereof shall be approved by the second party, and the merchantable timber on any such tract shall be credited on the purchase price of said properties, herein optioned at the rate of \$.50 per thousand feet B.M.

17. This agreement is subject to a lease between first party and James Menane, dated May 15, 1928, a copy of which is hereto attached.

18. The second party shall not commit any strip or waste and shall not cut or sell timber, except that he may cut and use such timber as may be required or necessary for use on the premises, and shall operate and mine only such portions of the premises as may have practicable transportation, and shall not be required to operate the properties on the Green River slope until roads are extended to said properties.

19. The second party shall take possession of the premises, and the workings, dumps and machinery shall be taken over and operated by him actively and continuously (except as herein provided) within the time hereinabove stipulated. A wilful failure to prosecute the work for a period of thirty days prior to the exercise of this option, or for ninety (90) days thereafter shall constitute a default on the part of the second party unless such failure is excusable for the reasons next following. It is understood that the premises are situated in high mountains where snow fall and rains render operations impracticable for a considerable portion of the year and that any failure to operate caused by climatic conditions, the condition of roads (not caused by second party's neglect), Acts of God, the usual winter season, or other conditions beyond the control of the second party, shall be considered excusable. It is also understood that in case the price of copper shall drop to thirteen (13¢) cents or less per pound and the operation of the mine cannot be conducted with profit for that reason, the second party may suspend operations until the price received for copper shall again exceed thirteen (13¢) cents per pound, provided however that this exception shall not apply to the period prior to second party's exercise of his option to purchase.

20. Time is of the essence of this agreement and in case second party shall fail to make any payment or expenditure which he is obligated to make, punctually, or fails to keep any agreement herein contained, this contract shall, at the option of the first party, become null and void, and all rights and interests created or then existing in favor of the second party against the first party, or to any payments or expenditures theretofore made, shall cease and determine and the right to possession of the premises above described, and all other rights acquired by the second party hereunder shall revert to and revest in the first party without any act of re-entry, or any other act of the first party to be performed, and without any right of the second party to return, reclamation or compensation for moneys paid or received on account of this agreement, as absolutely, fully and perfectly

as if this contract and such payments had never been made, and the Security Savings and Trust Company shall return the deed to the premises to the first party as his interest may appear; and in case of such default all payments theretofore made on account of the purchase price are to be retained by and belong to the first party as the agreed reasonable rent of the premises to the date of default. And in case of such default the first party may take immediate possession of the premises and any improvements and appurtenances thereon or thereto belonging, without any process of law. The remedies herein provided are not exclusive but in addition to such 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. R. TAMIESIE, President

(CORPORATE SEAL)

MT. ST. HELENS CONSOLIDATED MINING COMPANY

By J. C. HAMILTON, Secretary.

(First Party)

C. W. RIDDELL

(Second Party)

STATE OF OREGON }
County of Multnomah } ss.

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. HAZELTON

(Notarial Seal)

Notary Public for Oregon.
My commission expires Sept. 11th, 1932.

STATE OF OREGON }
County of Multnomah } ss.

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.

(Seal)

(signed) R. M. TUTTLE
Notary Public in and for the County of
Multnomah, State of Oregon, residing in
the City of Portland.
My commission expires Mar. 16, 1932.

STATE OF WASHINGTON }
County of Cowlitz } ss.

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 23rd 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 23rd day of October 1928.

(Seal)

(signed) EVAN B. WOOD

THIS LEASE entered into this 15th day of May 1928 between the Mt. St. Helen's Consolidated Mining Company, hereinafter 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 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. Helen's 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 \$268.12 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 Mar 15, 1928, to May 15, 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 in 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 co 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 on 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 of 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.

THE MT. ST. HELENS CONSOLIDATED MINING COMPANY

By J. P. TAMIESIE (Signed)
Vice President

By B. M. BELL (Signed)
Secretary.

(CORPORATE SEAL)

Witnesses:

WAYNE W. GOE (Signed)

ELVINA HAGNA (Signed)

Signed: JAMES MENANE
Party of the second part.

Filed for record August 16, 1929 at 11:40 A. M. By C. W. Riddell.

G. C. CHESSEY, County Auditor.

By Nelson J. Foster Deputy.

#15886

MT. ST. HELENS CONSOLIDATED MINING CO. BY C. W. RIDDELL

THIS AGREEMENT made in duplicate this 22nd day of April 1929, between MT. ST. HELENS CONSOLIDATED MINING COMPANY an Oregon corporation, first party, and C. W. RIDDELL, second party, Witnesseth:

THAT WHEREAS, the parties hereto have this day entered into a written agreement whereby first party herein has given and granted to second party herein and his assigns the right and option to purchase certain mining property in Skamania County, Washington, described in said agreement for the price of Six Hundred Fifty Thousand (\$650,000.00) Dollars if paid out of the receipts from the operation of the mine and Four Hundred Thousand (\$400,000.00) Dollars if paid in cash, and

WHEREAS, in addition to the properties described in the said agreement the first party herein and therein owns the following claims and real property situated in the County of Skamania and State of Washington and particularly described as follows:

That certain group of mining claims known as the United Mines Group, consisting of the Mary No. 1, Mary No. 2, Mary No. 3, Mary No. 4, Mary No. 5 and Mary No. 6 lodes, designated by the Surveyor General as Lot 750, embracing a portion of Section 5 in Township 9 North of Range 6 East, and a portion of Sections 31 and 32 in Township 10 North of Range 6 East, W. M., said several lode claims constituting one separate parcel of land containing 106.9 acres, according to the official survey thereof, said several lode claims being more particularly described by metes and