

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. CHESSER, 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

bounds, courses and distances in the patent thereof which is of record in Vol. 444 pages 505 to 512 inclusive of the records of mineral patents in the General Land Office at Washington D. C., and in Book K at pages 356 et seq. of the deed records of Skamania County, Washington, reference to said patent and the records thereof is hereby made for a more detailed and particular description of said several lode claims, and

WHEREAS, First party's title to said lode claims above described is defective in that title to the same was held by Henry W. Coe, grantor of the first party in trust for the benefit of F. E. Ostbern and others and the conveyance of said claims to the first party was made subject to the rights of the said F. E. Ostbern and others under and by virtue of a contract between the said Henry W. Coe and said F. E. Ostbern dated March 31, 1903, and a further contract between Henry W. Coe and F. E. Ostbern dated March 27, 1903 and declaration of trust between Henry W. Coe and F. E. Ostbern dated September 4, 1903, said instruments being of record in the office of the Auditor of Skamania County, Washington and subject to an accounting to be made between the said Henry W. Coe and F. E. Ostbern on account of said contracts and subject to all the rights and equities of F. E. Ostbern in and to said property and subject to the right of way fifty feet in width along the South side of Mary No. 1 and Mary No. 2, and

WHEREAS, it is the desire and intention of the parties that all the right, title and interest of the first party in and to the claims above described shall pass to the second party under the terms of said agreement of even date herewith above mentioned in the event the option to purchase therein set forth is exercised, subject to the rights of the said F. E. Ostbern and other encumbrances above set forth.

NOW, THEREFORE, in consideration of the premises and the execution of said agreement of even date herewith, it is agreed between the parties hereto that the lode claims above described shall be subject to the terms of said agreement of even date herewith and that if the second party shall exercise his said option to purchase and shall make full payment of the purchase price, the property herein described shall be conveyed to him or his assigns without other of further payment than that provided for in said agreement, and

IT IS FURTHER AGREED that a good and sufficient deed by its terms conveying the premises above described to the second party subject to the trust, rights and equities of F. E. Ostbern and others as above set forth and as set forth in the contracts and declaration of trust now of record in the office of the Auditor of Skamania County, Washington, shall be forthwith executed by the first party and delivered in escrow to the Security Savings and Trust Company together with the deed to the premises described in said agreement of even date herewith to be held and delivered as stipulated and agreed in said agreement when the terms of said agreement shall have been complied with.

IT IS FURTHER UNDERSTOOD AND AGREED that the rights of the parties hereto relative to the premises above described shall be the same as though said premises were described in said agreement of even date herewith, except that it is distinctly understood and agreed that the first party's title to the above described premises is subject to the trust, rights and equities above set forth and that the first party shall in no manner be obligated to perfect or cure its title thereto and that the second party shall accept title thereto subject to the aforementioned equities.

IT IS FURTHER UNDERSTOOD AND AGREED that the second party shall keep and perform the obligations of the first party to the said F. E. Ostbern and others as disclosed by the record of said contracts and declaration of trust, and that failure by the second party to keep and perform said obligations shall be considered a default in the performance of this contract and that in the event of any such default the first party may declare this agreement to be null and void and may take immediate possession of the premises and any improve-

that second party may have made or placed thereon, and eject the second party there-
and retain any payment or payments made on account of the purchase price thereof, all
without liability to the second party or obligation to re-imburse him for any expense that he
may have incurred in or about the premises or by reason of this agreement.

IN WITNESS WHEREOF the first party has caused these presents to be executed by its
President and Secretary and its corporate seal to be hereunto affixed pursuant to authority
of a resolution of its Board of Directors duly adopted and the second party has hereunto
set his hand and seal all on the day first hereinabove written.

MT. ST. HELENS CONSOLIDATED MINING COMPANY.

By J. P. TAMIESIE, President.

MT. ST. HELENS CONSOLIDATED MINING COMPANY

By J. C. HAMILTON, Secretary.

(CORPORATE SEAL)

(First Party)

C. W. RIDDELL (SEAL)

(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.

(Notarial Seal)

L. HAZELTON

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

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

G. C. Chesser, County Auditor.

By Nelda J. Foster Deputy.

#15907

C. E. BROUGHTON ET AL TO P. J. MCGOWAN & SONS, INC.

THIS MEMORANDUM OF AGREEMENT, Made this 2 day of October 1928, between C. E. BROUGHTON
and P. C. BROUGHTON of Carson, Washington, parties of the first part and P. J. McGowan &
Sons, Inc., a corporation of the State of Washington, party of the second part, WITNESSETH:

That the party of the second part has furnished to the parties of the first part
certain equipment, advances and supplies for the purpose of fishing receipt of which is
hereby acknowledged and a description and the agreed value of which are set forth on the
back of this instrument, title to the aforesaid property to remain in P. J. McGowan & Sons,