

P. H. ROBBINS ET AL TO GOLD EAGLE MINING COMPANY
ARTICLES OF ASSOCIATION OF GOLD EAGLE MINING COMPANY

THIS MEMORANDUM OF AGREEMENT AND ASSOCIATION ENTERED INTO THIS 15TH DAY OF JUNE 1925, BY AND BETWEEN P. H. ROBBINS, J. A. KUHN, J. J. BAXTER, W. A. BRACKEN, ROBERT L. CURTIS, AND W. A. BAYNE, ALL OF CENTRALIA, COUNTY OF LEWIS, STATE OF WASHINGTON, ALL BEING CITIZENS OF THE UNITED STATES OF AMERICA, AND OVER THE AGE OF TWENTY-ONE YEARS. WITNESSETH THAT

WHEREAS THERE HAVE BEEN HERETOFORE LOCATED AND CLAIMED THE FOLLOWING NAMED QUARTZ MINING CLAIMS, UNPATENTED, LOCATED, SITUATE AND BEING IN NIGGERHEAD MINING DISTRICT IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, TO-WIT:

THE GOLD EAGLE
THE GOLD EAGLE EXTENSION AND
THE JEFFERSON, AND

WHEREAS THE SAID MINING CLAIMS ARE NOW OWNED BY THE PARTIES AFORESAID, THE RIGHTS, TITLES, AND INTERESTS OF THE SAID PARTIES THEREIN AND THERETO BEING RESPECTIVELY AS FOLLOWS: THE SAID P. H. ROBBINS TWELVE AND ONE-HALF FORTIETHS ($12\frac{1}{2}/40$) THEREOF, THE SAID J. A. KUHN TWELVE AND ONE-HALF FORTIETHS ($12\frac{1}{2}/40$) THEREOF, THE SAID J. J. BAXTER TEN-FORTIETHS ($10/40$) THEREOF, THE SAID W. A. BRACKEN THREE-FORTIETHS ($3/40$) THEREOF, THE SAID ROBERT L. CURTIS ONE-FORTIETH ($1/40$) THEREOF, AND THE SAID W. A. BAYNE ONE-FORTIETH ($1/40$) THEREOF;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL BENEFITS ACCRUED AND WHICH MAY HEREAFTER AND BECAUSE THEREOF ACCRUE TO THE AFORESAID PARTIES; THE SAID PARTIES DO HEREBY ASSOCIATE THEMSELVES TOGETHER AND FORM AND DO HEREBY FORM A MINING ASSOCIATION AND COMPANY; THE NAME OF SAID ASSOCIATION AND COMPANY SHALL BE AND IS HEREBY MADE THE "GOLD EAGLE MINING COMPANY"; THE SAID COMPANY IS HEREBY FORMED FOR THE PURPOSE OF PERFECTING TITLE TO THE MINING CLAIMS HEREINBEFORE DESCRIBED AND TO WORK AND DEVELOP THE SAME IN A MINERLIKE MANNER; AND TO ESTABLISH AN ADMINISTRATIVE CODE OF PROCEDURE AND BUSINESS MANAGEMENT IN CONNECTION THEREWITH, AND TO INSURE ECONOMY AND EFFICIENCY THEREIN.

THE OFFICERS OF SAID COMPANY SHALL BE A PRESIDENT, VICE PRESIDENT, AND SECRETARY-TREASURER, AND THE OFFICE OF SECRETARY-TREASURER SHALL BE HELD BY THE SAME PERSON.

SAID OFFICERS SHALL CONSTITUTE THE EXECUTIVE BOARD OF THE COMPANY, AND SUCH BOARD SHALL HAVE SOLE POWER TO TRANSACT AND CARRY ON THE BUSINESS OF THE COMPANY AND TO APPOINT ASSISTANTS AND EMPLOYEES AND TO DISCHARGE THE SAME AT WILL, AND HAVE POWER TO CREATE SUCH NEW OFFICERS IN THE MANAGEMENT OF SAID COMPANY AS THEY SHALL DEEM NECESSARY, INCLUDING A GENERAL MANAGER AND ASSISTANT GENERAL MANAGER, AND ANY OFFICERS OF THE COMPANY MAY BE APPOINTED SUCH GENERAL MANAGER AND ASSISTANT GENERAL MANAGER, SAID OTHER OFFICERS, HOWEVER, WILL NOT BECOME A MEMBER OF THE SAID BOARD BY VIRTUE OF THEIR SAID APPOINTMENT.

SAID COMPANY SHALL HAVE POWER TO TAKE AND HOLD TITLE TO SAID MINING CLAIMS, TOGETHER WITH THE TENEMENTS, HEREDITAMENTS, AND APPURTENANCES HEREUNTO APPERTAINING AND WATER RIGHTS AND RIGHTS-OF-WAY AND ALL OTHER THINGS NECESSARY FOR THE SUCCESSFUL MANAGEMENT AND OPERATION AND DEVELOPMENT THEREOF.

ON AUGUST 1, 1925, OR AT ANY TIME PRIOR THERETO AS MAY BE AGREED UPON BY ALL OF THE PARTIES THERETO, THE AFORESAID PARTIES HEREBY AGREE TO MEET AT THE OFFICE OF ROBBINS & KUHN, IN THE CITY OF CENTRALIA, STATE OF WASHINGTON, FOR THE

PURPOSE OF ELECTING OFFICERS OF SAID COMPANY, AND TO DETERMINE A GENERAL PLAN OF PROCEDURE AND POLICY IN CONNECTION WITH THE HANDLING OF THE AFFAIRS OF SAID COMPANY HEREBY FORMED.

IN ALL ELECTIONS OF OFFICERS, THE VARIOUS PARTIES HERETO AND THEIR SUCCESSORS IN INTEREST MAY BE REPRESENTED EITHER IN PERSON OR BY PROXY, AND EACH SHALL HAVE THE RIGHT TO VOTE IN THE ELECTION OF SUCH OFFICERS, THAT IS TO SAY, EACH OWNER SHALL HAVE THE RIGHT TO VOTE AS MANY VOTES FOR SUCH OFFICERS UPON THE ELECTION THEREOF AS THE NUMBER OF FORTIETHS INTEREST HE HOLDS IN SAID PROPERTY AS AFORESAID.

IT IS UNDERSTOOD BETWEEN THE PARTIES HERETO THAT SAID ROBBINS & KUHN ARE TO ADVANCE CERTAIN MONEYS TO BE USED IN THE INSTALLATION OF MINING MACHINERY UPON SAID CLAIMS OR EITHER OF THEM, AND THAT UPON SUCH BEING DONE, SAID ROBBINS & KUHN SHALL BE ENTITLED TO HAVE AND RECEIVE AND THERE SHALL BE REPAID UNTO THEM FOR THE FIRST MONEYS AVAILABLE FROM THE OPERATION OF SAID PROPERTY AND MINES FOR DISTRIBUTION TO THE PERSONS INTERESTED IN THIS COMPANY, THE SAID SUM OR SUMS OF MONEY SO ADVANCED FOR SUCH PURPOSES, THE AMOUNT THEREOF TO BE MADE TO APPEAR FROM STATEMENT THEREOF, SUPPORTED BY PROPER VOUCHERS, FURNISHED BY SAID ROBBINS & KUHN, SAID SUM TO BE DISTRIBUTED AND CHARGED AGAINST THE INTERESTS OF EACH OF THE PARTIES HERETO IN SAID COMPANY AS IN CASE OF THE ORDINARY AND USUAL OPERATION COSTS AND EXPENSES OF SAID COMPANY; IT BEING FURTHER UNDERSTOOD THAT AFTER THE FIRST INSTALLATION OF SUCH MACHINERY, ANY REPLACEMENTS THEREOF SHALL BE AT THE EXPENSE OF THE COMPANY.

THE OFFICERS TO BE ELECTED AS HEREINBEFORE PROVIDED SHALL SERVE AND HOLD OFFICE UNTIL THEIR SUCCESSORS HAVE BEEN DULY ELECTED AND QUALIFIED; THAT SUCH OFFICERS SHALL BE ELECTED ANNUALLY, AND THAT THE DAY OF SUCH ANNUAL ELECTION SHALL BE AND IS HEREBY FIXED AS AUGUST FIRST OF EACH AND EVERY YEAR HEREAFTER, AND THE PLACE OF SUCH ELECTION BEING AT THE OFFICE OF ROBBINS & KUHN, CENTRALIA, WASHINGTON, OR AS MAY BE HEREAFTER FIXED BY SAID BOARD, AND THAT NO NOTICE OF SUCH ELECTION NEED BE GIVEN THE RESPECTIVE PARTIES HERETO OR THEIR SUCCESSORS IN INTEREST, EXCEPTING THAT UPON CHANGE OF PLACE OF MEETING BEING MADE, NOTICE THEREOF SHALL BE GIVEN TO EACH OF THE PARTIES INTERESTED IN SAID PROPERTY BY MAIL ADDRESSED TO SUCH PARTIES AT THEIR LAST KNOWN PLACE OF RESIDENCE AS SHOWN BY THE BOOKS AND RECORDS OF THIS COMPANY.

IT IS FURTHER UNDERSTOOD AND AGREED BY AND BETWEEN THE SAID PARTIES HERETO, THAT UNTIL SUCH TIME AS THE CONTRACT PRICE ON SAID CLAIMS SHALL HAVE BEEN FULLY PAID AND DISCHARGED, THE SAID ROBBINS & KUHN SHALL HAVE, AND THE SAID J. J. BAXTER, W. A. BRACKEN, ROBERT L. CURTIS, AND W. A. BAYNE, AND EACH OF THEM DO HEREBY GIVE AND GRANT UNTO THE SAID ROBBINS & KUHN EXCLUSIVE RIGHT UNTIL SUCH TIME, TO PURCHASE THE INTEREST OF SAID BRACKEN, BAXTER, CURTIS, AND BAYNE, IN AND TO SAID CLAIMS AND EACH OF THEM AND IN THIS COMPANY UPON SAID BRACKEN, BAXTER, CURTIS OR BAYNE, OR ANY OF THEM OFFERING THEIR RESPECTIVE INTERESTS THEREIN AND THERETO FOR SALE; AND AFTER SAID CONTRACT PRICE SHALL HAVE BEEN PAID IN FULL THEN SAID ROBBINS & KUHN SHALL HAVE AND SAID BAXTER, BRACKEN, CURTIS AND BAYNE, AND EACH OF THEM DO HEREBY GIVE AND GRANT UNTO SAID ROBBINS & KUHN FIRST OPTION AND RIGHT TO PURCHASE THE RIGHT, TITLE AND INTEREST OF SAID BAXTER, BRACKEN, CURTIS AND BAYNE, AND OF ANY OF THEM IN AND TO SAID CLAIMS, AND THIS COMPANY, AT THE SAME SUM OR PRICE OFFERED THEREFOR BY OTHER OUTSIDE PARTIES, SUCH OPTION TO BE EXERCISED WITHIN THIRTY DAYS AFTER NOTICE OR OFFER MADE TO SAID BAXTER, BRACKEN, CURTIS AND BAYNE, OR ANY OF THEM BY SUCH OTHER AND OUTSIDE PARTY.

THIS PARAGRAPH NOT OPERATIVE AS TO J. J. BAXTER 7/20/25 J. J. BAXTER P.H.R.

IN WITNESS WHEREOF THE SAID PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

P. M. ROBBINS (SEAL)

ROBERT L. CURTIS (SEAL)

J. A. KUHN (SEAL)

W. A. BAYNE (SEAL)

W. A. BRACKEN (SEAL)

J. J. BAXTER (SEAL)

FILED FOR RECORD JULY 30, 1925, AT 11-45 A.M. BY J. A. KAVANEY

W. A. Mickley
COUNTY AUDITOR
By *Earl P. Mickley* DEPUTY

J. T. HAFLEY ET UX TO ETTA MICKLEY ET AL

THIS INDENTURE, MADE THIS 11TH DAY OF JULY 1925 BY AND BETWEEN J. T. HAFLEY AND LULU HAFLEY, HIS WIFE, PARTIES OF THE FIRST PART AND ETTA MICKLEY, A WIDOW AND JOHN W. LEIGHTON, PARTIES OF THE SECOND PART, WITNESSETH:

THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE RENTALS TO BE PAID AS HEREINAFTER PROVIDED, HEREBY LEASE AND LET UNTO THE PARTIES OF THE SECOND PART, THAT CERTAIN SPRING OF WATER SITUATED AND BEING UPON PROPERTY OWNED BY THE SAID PARTIES OF THE FIRST PART, WHICH IS NOW USED BY THE PARTIES OF THE SECOND PART, AND TO WHICH THEY NOW HAVE A PIPE LINE, BEING MORE PARTICULARLY LOCATED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO THE PARTIES OF THE FIRST PART BY E. H. PRINDLE AND F. C. PRINDLE, HIS WIFE, ON THE 7TH DAY OF MAY 1923, AS DESCRIBED IN INSTRUMENT RECORDED AT PAGE 225 BOOK "T" OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE OLD CASCADES ROAD A DISTANCE OF 205 FEET, THENCE IN A NORTHERLY DIRECTION 87 FEET TO LOCATION OF SPRING HEREBY LEASED.

TO HAVE AND TO HOLD THE SAME FOR THE TERM OF TWENTY YEARS.

AND THE SAID PARTIES OF THE SECOND PART PROMISE AND AGREE TO PAY AS RENTAL THEREFOR, THE SUM OF \$100.00, PAYABLE IN ADVANCE.

IT IS UNDERSTOOD AND AGREED THAT THE SAID PARTIES OF THE SECOND PART SHALL AND MAY USE THE WATER FROM SAID SPRING UPON THE PROPERTY NOW OWNED BY THE SAID ETTA MICKLEY, BEING LOTS 5, 6, 7 AND 8 OF SUNSHINE ACRES AND UPON THE PROPERTY NOW OWNED BY THE SAID JOHN W. LEIGHTON, BEING LOTS 9 AND 10 OF SUNSHINE ACRES AND ON NO OTHER PROPERTY.

THE SAID PARTIES OF THE SECOND PART SHALL AND MAY HAVE THE RIGHT TO GO UPON THE LAND BELONGING TO THE PARTIES OF THE FIRST PART FOR THE PURPOSE OF CONSTRUCTING INTAKE AND PIPE LINE THEREON AND MAINTAINING THE SAME DURING THE TERM OF THIS LEASE, AND TO KEEP THE SAID SPRING FREE FROM DEBRIS AND CONTAMINATION.

THE SAID PARTIES OF THE SECOND PART SHALL HAVE THE FURTHER RIGHT TO PROTECT THE SAID SPRING FROM CONTAMINATION BY ENCLOSING THE SAME WITH A FENCE OR OTHER BUILDING, PROVIDED HOWEVER, THAT NO MORE LAND BE TAKEN OR ENCLOSED THAN SHALL BE NECESSARY FOR SUCH PURPOSE.