

the possessions of the above described land and premises and every part thereof; and upon the failure to pay as above specified, all rights of said purchaser under this contract, may, at the election of said Board of State Land Commissioners, acting for the State of Washington, and without notice to said purchaser, be declared forfeited, and when so declared forfeited and thereupon the State shall be released from all obligation to convey said land; and all payments theretofore made on this contract, and ~~may~~ and all improvements made on said land, or any part thereof, shall thereupon be forfeited to and belong to said State of Washington. But if said party of the second part shall well and faithfully keep and perform all the covenants and agreements hereinbefore specified by him to be kept and performed in the manner and at or before the times above specified, he shall be entitled to a patent to said land from said State of Washington as provided by law upon surrender of this contract and cancellation of the same.

"The party of the first part hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors, and assigns forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oil, gases, coal, ores, minerals and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands or any part or parts thereof, at any and all times, for the purpose opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself its successors and assigns forever, the right by its or their agents, servants and attorney's at any and all times, to erect, construct and maintain and use all such buildings, machinery roads and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof, for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors and assigns as aforesaid, generally, all rights and powers in, to, and over said lands, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved": PROVIDED, That no rights shall be ~~expressed~~ exercised under this reservation by the State its successors or assigns, until provision has been made by the State, its successors or assigns, to pay to the owner of the land upon which the rights herein reserved to the State, its successors or assigns or sought to be exercised full payment for all damages sustained by said owner, by reason of entering upon said land. The party of the second part agrees that until final payment is made and deed issued, no timber or other valuable materials shall be cut, removed, injured or destroyed without the written consent of the Commissioner of Public Lands or the Board first had upon written application therefor. The terms of this contract shall be binding in favor of and against the said party of the second part, his heirs, executors, administrators and assigns but no assignment of this contract shall in any way relieve the said party of the second part from the performance of the conditions hereof on his part, nor be recognized nor admitted by said State of Washington, unless the same shall be endorsed hereon and executed witnessed and acknowledged in the same manner as a conveyance of real estate is required by law to be; and said assignment shall be accepted by and entered on the records of the Commissioner of Public Lands; nor shall any such assignment of the party of the second