

Eureka Consolidated Mining Company)

And,

Richmond Mining Company of Nevada)

This agreement made the sixteenth day of June A.D. one thousand eight hundred and twenty three. Between the Eureka Consolidated Mining Company (a corporation organized under the laws of the State of California) of the first part and the Richmond Mining Company of Nevada (a corporation organized under the laws of the State of Nevada) of the second part. Whereas differences has arisen and now exist between the parties hereto in respect to the ownership and right of possession of certain mining grounds known as the Popoqui Ground, or Clara, situated in the Eureka Mining District in the County of Eureka, State of Nevada, and of the ores, metals, and deposits found in and under the said ground. And whereas an action is or certain actions are now pending in the Court of the State of Nevada where the party hereto of the first part is the Plaintiff and the party hereto of the second part, and others are the defendants for the recovery, among other things, of the possession of the ground and of the ores therein contained or which have been taken therefrom by the defendants, in which action a Bond has, or Bonds have, been entered into and given by and on behalf of the Plaintiff, upon an application by the said Plaintiff for an Injunction or restraining order against the said Defendants or some of them, and also upon a claim and delivery of personal property by the said Plaintiff. And whereas the said parties have agreed to settle all the differences between them and put an end to the litigation now pending as aforesaid.

Now therefore, be agreement Witnesseth that the said party of the first part for and in consideration of the sum of Eighty five thousand Dollars Gold Coin of the United States to be paid by said party of the second part at the times and in the manner hereinafter set forth, and the further

Covenants, agreements and Conditions hereinafter contained to be kept performed and observed by and on the part of the said party of the second part. have agreed and do hereby agree to convey to the said party of the second part, its successors and assigns, with warranty against their own acts, all that certain lot, piece or parcel of land or mining ground situated in the Butte Mining District County of Butte State of Nevada and known as the Fortout Ground, or Claim and also all the mining ground and Claims lying on the Northwesterly side of a certain line commencing at the North Easterly Corner of the Margaret Mining Ground or Claim which corner is marked X on the map or plan hereto annexed and more part of this agreement, running thence in a South Westerly direction along the edge of said Margaret Ground the "At Last Ground" to the Champion Ground to a point marked W on said map thence Southwesterly along the edge of said "Champion Ground" to the North Easterly Corner of the "Maggot Ground" thence in a South Westerly direction along the edge of said "Maggot Ground" to the North Westerly Corner thereof at the point marked R on said map or plan together with all the ore, precious metals including those now lying on the dump at the "Fortout Shaft" and all veins, lodes, ledges, deposits, dips, spurs, or angles on or in or under the same contained. And to dismiss all the said actions now pending in the Courts of the State of Nevada between the parties hereto in respect to the said land or mining Claims, and the ore, precious metals vein, lode, ledge, deposits, dips, spurs and angles on or in or under the same, or which may have been taken from the said land or mining ground. And to release the said party of the second part and all persons acting for or on its behalf, from all Claims and demands in respect to the said land or mining ground and to the ore, precious metals, vein, lode, ledge, deposits, dips, spurs or angles, now or heretofore found, in or on or under the same. And the said party of the first part further agrees not to protest against or put any obstacle in the way of the party of the second part in their application for a United States Patent to the Richmond or other lode or veins, provided each application do not conflict, or cross the aforesaid line agreed upon. And the said party of the second part in consideration of the premises hath agreed and doth hereby agree to pay to the said party of the first part its successors or assigns the said sum of Eighty five thousand dollars in Gold Coin of the United States in manner following that is to say,

On the insertion hereof the sum of Twenty five thousand dollars. On the sixteenth day of July one thousand Eight hundred and Seventy three, the sum of Twenty five thousand dollars. On the sixteenth day of August next following, the sum of Twenty five thousand dollars; and on the sixteenth day of September, next following the sum of Ten thousand dollars for all of which payments except the first, the said party of the second part is to give its promissory Notes.

And the said party of the second part for the consideration aforesaid hath further agreed and doth hereby further agree to release and discharge and doth hereby release and discharge the said party of the first part, its successors and assigns, and its executors, from all Claims and demands, whether for damages, Compensation or judgment, or otherwise, or under or by reason of any Bond or surety, or any other thing made given or entered into by or on behalf of the said party of the first part in any action or suit now or hereafter pending

or subsisting in respect to the said land or mining ground, or the ores precious metals, veins, lodes, ledges, deposits, dips, spurs or angles now or hereafter found in or under the same and of and from any act thing or proceeding done or taken by or on behalf of the said party of the first part in any such action or suit.

And the said party of the second part for the consideration aforesaid hath further agreed and doth hereby further agree to convey unto the said party of the first part, with warranty against its own acts, all its right title or interest in and to any and all the land or mining ground situated in the Nevada Mining District aforesaid, on the South Easterly side of the line heretofore mentioned, and laid down on the said map hereto annexed, and in and to all ores precious metals, veins, lodes, ledges, deposits, dips, spurs or angles on in or under the said land or mining ground or any part thereof. It being the object and intention of the said parties hereto to confine the workings of the party of the second part to the north westerly side, and of the party of the first part to the south Easterly side of the said line continued downward to the center of the south which line is hereby agreed upon as the permanent boundary line between the claims of the said parties.

And it is hereby ^{mutually} agreed that the moneys to be given by the second part, and the Deeds and Conveyances heretofore provided for, shall be, upon the execution of these presents, deposited with D. O. Mills and W. C. Kellum in the Bank of California of San Francisco, there to remain until all the said Notes shall have been paid and taken up, upon the happening of which event the said Deeds and Conveyances are to be delivered by the said Mills and Kellum, or either of them, to the respective grantees therein named their successors or assigns. It is understood of the parties hereto that the actions heretofore recited are to be forthwith dismissed and that the party of the second part is to remain in possession of the "Sollout Ground" aforesaid, and at its option, with the same from this date.

In Witness Whereof the parties hereto have caused these presents to be signed by their respective Presidents and secretaries and their respective Corporate seals to be hereunto attached.

Evans & Co. Inc. Incorporated

Richmond, Incorporated

*W. H. Brazier
Sect.*

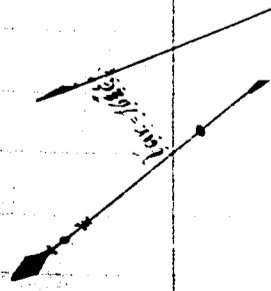
Evans & Co. Inc. Incorporated

G. P. Lawton, Mgr. & Secretary

*Richmond Mining Company,
of Nevada. By its President*

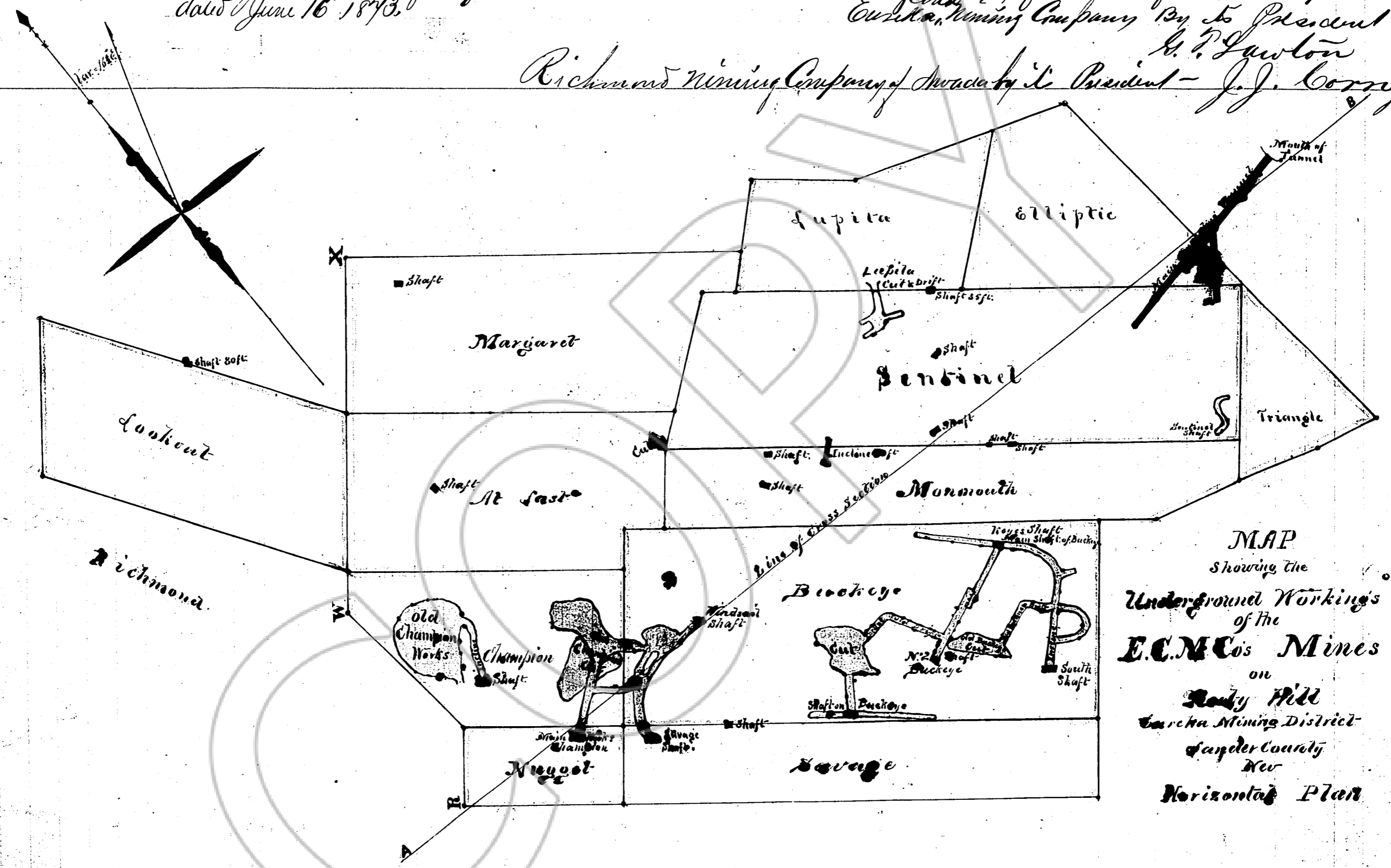
J. J. Corrigan

This is the Map or plan referred to in the foregoing, and annexed Agreement between the Evans & Co. Incorporated Mining Company of the first part and the Richmond Mining Company of Nevada of the second part dated June 16th 1873.
G. P. Lawton
Richmond Mining Company of Nevada its President - J. J. Corrigan



was to see map of mine reproduced by
 Mining Company of the first part and the Richmond Mining Company of Nevada of the second part
 dated June 16th 1873.

Richmond Mining Company of Nevada by its President - J. J. Corrigan



MAP
 Showing the
 Underground Workings
 of the
E.C.M.C.'s Mines
 on
 Rocky Hill
 Carcha Mining District
 Snyder County
 Nev
 Horizontal Plan

Scale 120 feet to an inch

W. A. Edwards

United State of America

State of California }
City and County of San Francisco } 55

I, J. J. Philbault, a Commissioner of for the State of Nevada duly Commissioned and qualified under and by virtue of the laws thereof, residing in the City and County of San Francisco, State of California, do Certify that on this seventeenth day of June A.D. One Thousand Eight Hundred and Seven by Three before me personally appeared G. P. Lawton, known to me to be the President and W. W. Traylor, known ~~known~~ to me to be the Secretary of the Eureka Consolidated Mining Company a Corporation duly organized under the laws of the State of California who are personally known to me to be the individuals described in who executed and whose names are subscribed to the foregoing instrument. The said Eureka Consolidated Mining Company, being named in said instrument, and known to me to be the Corporation described therein as a party thereto. And they the said G. P. Lawton and W. W. Traylor duly acknowledged to me that they executed the same as such President and Secretary as and for the act and deed of said Eureka Consolidated Mining Company and that the said Corporation executed the same freely and voluntarily for the use and purposes therein mentioned and that the seal ^{which is attached} ~~which is attached~~ ~~is~~ ~~the~~ ~~Corporate~~ ~~seal~~ ~~of~~ ~~said~~ ~~Corporation~~ and was then so affixed by authority thereof. And on the same day before me personally appeared J. J. Corrigan known to me to be the President of the Richmond Mining Company of Nevada a Corporation duly organized under the laws of the State of Nevada personally known to me to be the individual described in who executed and whose name is subscribed to the foregoing instrument said Richmond Mining Company of Nevada, being named in said instrument and known to me to be the Corporation described therein as a party thereto. And he the said J. J. Corrigan duly acknowledged to me that he executed the same as such President as and for the act and deed of said Richmond Mining Company of Nevada, and that said Corporation executed the same freely and voluntarily for the use and purposes therein mentioned.

And that the said seal which is thereto affixed, is the Corporate seal of said Corporation and was then so affixed by authority thereof.

Commissioner for Nevada in California

In witness whereof, I have hereunto set my hand and affixed my official seal as such Commissioner at my office in the City and County of San Francisco State of California this seventeenth day of June A.D. 1873.

J. J. Philbault
Commissioner for Nevada in California

{Endorsed}
Agreement Dated June 16th 1873, filed and Recorded at Request of Mrs. Hays on June 25th 1873, at 35 minutes past 10 AM
At Campbell Recorder
By J. C. Mansfield
Sept 9

Handwritten notes in the right margin, including names and dates, partially legible.