

John Ellyson
 J.
 F. R. Wittenberg

This Agreement made and entered into this 3rd day of July A.D. 1875, Between John W. Ellyson of the town and County of Esmeralda, and State of Nevada, party of the first part and F. R. Wittenberg of the same place the party of the second part Witnesses, - That the said party of the first part has granted leased and demised and by these presents does grant lease and demise unto the said party of the second part that certain piece or parcel of land or portions of lot number Eleven (11) in Block number Five (5) of the A Minor Survey of said town of Esmeralda particularly described as follows to wit Commencing at the northwest corner of said lot on the east line of Main Street in said town and running easterly and at right angles with said east line of Main Street One hundred (100) feet, thence at right angles southerly and along the west line of Buel Street Twenty four (24) feet; thence at right angles westerly Forty four (44) feet; thence at right angles northerly three (3) feet thence at right angles westerly, thirty six (36) feet; thence at right angles northerly five (5) feet; thence at right angles westerly twenty (20) feet to east line of Main Street, thence northerly and along said line of Main Street sixteen (16) feet to the place of beginning. Together with the saloon and appurtenances thereunto known as the "Esmeralda Saloon" and shed attachment and the northerly $12\frac{1}{2}$ feet by 100 feet of the basement for the term of three (3) years from the 1st day of July 1875 at the monthly rent or sum of One hundred and twenty five (\$125) dollars payable in gold coin of the United States, monthly in advance on the first day of each and every month of the term herein granted.

And it is hereby agreed that if any rent shall be due and unpaid or if default shall be made in any of the covenants herein contained then it shall be lawful for the said party of the first part to re-enter the said premises in the manner provided by law.

And the said party of the second part does hereby covenant, promise and agree to pay to the said party of the first part the said rent in the manner herein before specified and that he said party of the second part will within six months from the date hereof put improvements upon said premises & buildings of the value of at least twenty hundred (\$2000) Dollars U. S. Gold Coin And that all buildings and improvements of whatever kind or nature put upon said premises by said party of the second part during the continuance of this lease shall upon the expiration of this lease revert and belong to the party of the first part.

And the said party of the first part further agrees that if within two and one half ($2\frac{1}{2}$) years from the date hereof the building in which said saloon is situated should be destroyed by fire that he will extend and does hereby extend the term of this lease for a period equal to the term which has expired between the first day of July 1875 & the date of said fire.

And it is further understood between the parties hereto that in case of the destruction of said building by fire that said Lessor grants to said Lessee three (3) feet by one hundred (100) feet on the north side and three (3) feet on the East and West sides of the land above described and that said Lessor will grant in exchange to said Lessee three (3) feet on the south of and adjoining said land herein described and conforming to the lines herein established. and that whatever improvements are put upon said land after said fire, shall be at the expense of said Lessee and shall at the expiration of this lease revert and belong to said Lessor, provided always that any building thus erected shall

not exceed one story in height and that nothing herein contained shall in any manner affect the payment of the rent as herein before provided. And it is further understood and agreed between the parties hereto that said party of the second part shall have the right and privilege of carrying on any business including a saloon, billiard and gambling house so long as the same is carried on in an orderly and quiet manner provided that no dance house shall be permitted to be carried on upon any part of said premises.

And the said party of the second part further covenants and agrees that at the expiration of the said term that he will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit damages by the elements excepted; and the said party of the first part covenants that the said party of the second part on paying the said monthly rent and performing the covenants aforesaid shall and may peaceably and quietly have hold and enjoy the said premises for the term aforesaid.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

The word "first" on 3rd page erased prior to signing and the words "first" & "upon" with page indicated prior to signing.

In presence of
Charles Hubbard

J. W. Ellyson (Seal)
J. R. Wittenberg (Seal)

State of Nevada }
County of Esmeralda }

On this 3d day of July A.D. One thousand eight hundred and seventy five personally appeared before me Charles Hubbard, a Notary Public in and for Esmeralda County State of Nevada, John W. Ellyson and J. R. Wittenberg whose names are subscribed to the annexed instrument as parties thereto personally known to me to be the same persons described in and who executed the said annexed instrument as parties thereto and said Ellyson and Wittenberg each for himself duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my Official seal the day and year in this Certificate first above written



Charles Hubbard
Notary Public

For and in consideration of the sum of One Dollar, and other good and valuable considerations to me in hand paid the receipt whereof is hereby acknowledged I do hereby sell, transfer, assign & convey all my rights title and interest in and to the annexed lease to Mr. Arrington his heirs and assigns and authorize him to ask, demand, sue for, collect and receive the rent due or that may accrue thereunder in his own name or otherwise and hereby do covenant and agree to and with said Arrington that I have lawful right to lease and hold the said premises and do authorize him to have hold and possess the same for the purpose of collecting rents & leasing the same.

Witness my hand and seal Dec. 31st 1875

In presence of C. Lansing.

J. W. Ellyson (Seal)

State of Nevada (ss.
County of Esmeralda)

On this 31st day of December A.D. One thousand eight hundred and seventy five personally appeared before me Charles Hubbard a Notary Public in and for Esmeralda County, State of Nevada John W. Ellyson, whose name is subscribed to the annexed instrument as a party thereto, personally known to me to be the person described in and who executed the said annexed instrument as a party thereto, and John W. Ellyson duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Seal

In witness whereof I have hereunto set my hands and affixed my Official seal the day and year in his certificate first above written.

Chas Hubbard Notary Public.

Recorded at request of William Arrington April 15th 1876 at 30 min past 2 P.M.

R. L. Chase
Recorder