

John W Ellyson
J. J.
F R. Wittenburg.

This Agreement made and entered into this 3rd day of July AD 1875, Between John W Ellyson of the town and County of Esmeralda, and State of Nevada, party of the first part and F R Wittenburg of the same place the party of the second part witnesses: That the said party of the first part has granted lease and demise 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 Munroe Survey of said town of Esmeralda particularly described as follows to-wit: Commencing at the north-west 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 Beal 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 thereon known as the Esmeralda Saloon, and shed attachments 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 (\$125.00) 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 hereinbefore specified and that he said party of the second part will within six months from the date hereof put improvements upon said premises and 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 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 1st day of July 1875 and 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 Lessee grants to said Lessor three (3) feet by One hundred (100) feet on the north side and three feet on the east and west sides of the land above described and that said Lessor will grant in exchange to said Lessee three feet by one hundred (100) feet on the south 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 there erected shall not exceed one story in height and that nothing herein contained shall in any manner affect the payment of the rent as hereinbefore 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.

J. H. Collyer

D. R. Wittenberg

Exec'd
D.

In presence of
 The word "five" crossed from the signing page 3
 and the words "and three" 25 feet on the east and
 west sides" and "adjoining" in 4th page interlined
 from the signing
 Charles Hubbard.

State of Nevada } S.S.
 County of Esmeralda }

On this 3rd 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
 person described in and who executed the said annexed instrument as
 parties thereto and said Ellyson and Wittenberg each for himself duly ac-
 knowledged 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 hand and
 affixed my Official Seal, the day and year in this
 Certificate first above written.

Charles Hubbard
 Notary Public

State of Nevada } S.S.
 County of Esmeralda }

In consideration of the sum of two thousand
 dollars in U. S. Gold Coin, the receipt whereof is hereby acknowledged
 and to me in hand paid by J. S. and John W. Whitton I do hereby
 sell, transfer assign and set over and by these presents do sell transfer
 assign and set over to said J. S. and John W. Whitton all my right title
 and interest in and to within lease and premises and appurtenances
 therein described, to have and to hold the said herein land premises
 and buildings and appurtenances and all and singular the
 same and every part thereof with all the rights and privileges
 therein guaranteed to me for the full time thereof, to wit: until
 July 1st 1878 and empower them the said J. S. and John W.
 Whitton to immediately enter into and take possession of said
 premises herein named and hold the same as fully and to all
 intents and purposes as I could do personally.

In Witness Whereof I have hereunto set my hand this 14th day
 of December 1875

J. R. Wittenberg

State of Nevada } S.S.
 Esmeralda County }

For value received the receipt whereof is hereby ac-
 knowledged we do hereby sell, transfer, assign and set over to
 J. R. Wittenberg all and singular the premises herein leased to the
 same extent and to all intents and purposes and for all uses
 the same as though the assignment of the same to us had
 not been made, giving and granting to the said J. R.

Wittenberg all privileges and immunities growing out of or appertaining in any manner thereto.
 In Witness Whereof we have hereunto set our hands this 18th day of January A.D. 1876.

J.S. and J.M. Whitton

In Consideration of the sum of Fifteen hundred dollars gold coin of the United States to me in hand paid by J.S. Whitton and J.M. Levan the receipt whereof is hereby acknowledged I do hereby sell, transfer assign and set over to said J.S. Whitton and J.M. Levan, all my right title and interests in and to the within above lease and to the premises therein described to have and to hold the same and the premises therein described to their own use from and after this date

Dated this 17th day of April 1876

J.R. Wittenberg

Recorded at request of J.M. Levan, April 25th A.D. 1876 at 7 o'clock P.M.

R.S. Shouse
 Recorder