

Charles Tunnel and  
Mining Company  
of  
John E. Engstrom

This Indenture Made & entered into this 1<sup>st</sup>  
day of May A.D. 1879 Between the Charles  
Tunnel and Mining Company of the County  
of Eureka & State of Nevada party of the first  
part and John E. Engstrom of the same place  
the party of the second part. Witnesseth

That the said party of the  
first part has leased and let and by these presents does lease let and  
demise unto the said party of the second part all the mines and  
mining property belonging to the said party of the first part now  
in Eureka Mining District in Eureka County State of Nevada for  
the period of one year from the \_\_\_\_\_ day of May A.D. 1879 for the  
rent and upon the terms and conditions hereinafter particularly  
specified.

And the said party of the second part hereby agrees to  
enter into and take possession of the above described mining prem-  
ises and that all work done by him in and upon said mines and  
mining property shall be done in a good & workman like manner  
and according the usages and customs of miners.

And it is further

understood and agreed by and between the parties hereto that said party of the second part shall have the right to work all of said mines at such times and in such manner as he may deem proper and that said party of the second part shall have all ores by him extracted from said mines during the term of this lease: that out of the proceeds of the workings of said ores that said party of the second part shall pay to the party of the first part all money by him received on account of the workings of said ores over and above the necessary expenses for extracting the same. Provided that the said party of the first part shall have the privilege of doing assessment work on any or any mine where the same has not been done during the term of this lease.

And said party of the second part hereby agrees to surrender and deliver up to said party of the first part peaceably and quietly the possession of the above mentioned mines and mining property at the expiration of the term herein granted.

And it is further understood that all tools and other personally property now used in and pertaining to the working of said mines are included in the terms of this lease, and that if said Company should make a bona fide sale of said mining property during the term of this lease that the lease shall be void upon the consummation of said sale.

In witness whereof the said party of the first part has hereunto caused their corporate seal to be affixed & these presents to be subscribed by their Trustees & said party of the second part has hereunto set his hand and seal the day & year first above written  
 Signed Sealed & delivered }  
 in presence of } Trustees

If at anytime the party of the second part should stop work for Thirty (30) days without unavoidable cause such as accident or sickness the above lease shall be null and void  
 Signed & delivered }  
 in presence of } Charles Dekman

John E. Congstrom  
 J. S. Martin  
 James Fias by his  
 son Charles Dekman

Corporate  
seal

Recorded at the Request of Charles Dekman May 6th A.D.  
 1879 At 5 minutes past 5 PM

Wm. L. Levy Recorder Roy H. G. Steickelman Deputy