

E. D. Walti and Andrew Archibald
To

Perry Del mas

No. 265.

This Agreement, made and entered into this 17th day of December 1905, by and between E. D. Walti and Andrew Archibald parties of the first part, and Perry Del mas, party of the second part, Witnesseth; For consideration of one dollar in hand paid, receipt is hereby acknowledged That the said party of the first part hereby leases and lets unto the said second party the following described quartz lode mining claims, situated in Roberts Mining Districts, County of Eureka, State of Nevada, and more particularly described as follows, to-wit; Keystone, Odcar, Copper King, Deadwood, Tomahawk, Elmonte, West Extension, W. J. Bryan, and Baltimore Together, with all dips, angles, spurs, rock in place, and all ores and minerals contained in said quartz lode mining claims, together with all extralateral rights, upon the following terms and conditions, to-wit; The said first party hereby granting to said second party the right to enter in and upon the above described mining property and mine and extract ore therefrom, and develop same for the period of eighteen months from date of signing agreement. Said second party shall pay to said first party fifteen per cent. royalty of all ores extracted and smelted, It being expressly understood and agreed that said second party shall have the right to purchase all the above described quartz lode mining claims and improvements thereon, upon paying to said first party, or depositing in Elko, Nevada Bank within eighteen months from the date of this agreement the full sum of Forty Thousand (\$40,000.00) dollars, which said sum of Forty Thousand (\$40,000.00) dollars so deposited, shall be in full and complete payment for all the above described property, free from all liens and incumbrances. It being further ^{expressly} understood and agreed that all royalties deposited in said Bank shall apply on the purchase price when deposited in said bank by said second party. It being further expressly understood and agreed that within eighteen (18) months from the date of this agreement, the said first party will deposit in said Bank a good and sufficient mining deed, whereby the said first party shall transfer and convey to said second party a good and sufficient title to all the above described quartz lode mining claims, free from all liens and incumbrances, and said Bank is hereby authorized, directed and instructed to turn over to said second party said mining deed, upon the payment into said Bank to the

credit of said first party of the said sum of Forty Thousand (\$40,000.00) dollars as provided in this agreement, It being further expressly understood and agreed that wherever the term first party or second party is used in this contract, it shall extend to the heirs, assigns and legal representatives of said party of the first part and said second party. Witness, our hands this 17th day of December, 1905.

P. D. Delmas.

Witness,

F. E. Leonard

{ E. D. Walti
A. Archibald
by E. D. Walti Power of Attorney.

State of Nevada } ss.
County of _____

On this _____ day of _____, 1905, before me, _____, a Notary Public in and for _____ County, State of Nevada, personally appeared _____ and _____ his wife, known to me to be the persons described in and whose names are subscribed to the foregoing instrument, and severally acknowledged to me that they executed the same. In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this the day and year in this certificate first above written.

Notary Public
in and for _____ County, Nevada.
Salt Lake City, Utah, Jan. 24th, 1906.

For the sum of One (\$1.00) Dollar in hand paid I hereby sell, assign transfer and set over to J. W. Linnell, by J. W. Linnell, trustee-in-trust all right, title, claim and interest in and to the within described bond and lease and to all the property therein described; the said J. W. Linnell to hold the same in trust for the Keystone Exploration and development Co, a corporation about to be organized under the laws of the State of Nevada.

P. D. Delmas

Witness.

Olsson S. Himmig,

Recorded at the Request of P. D. Delmas, Feb. 3, A.D. 1906 at 55 mins. past 4 P.M.

Wm. Spinner Recorder