

John Rossi

To

No. 3314

P. E. Johansson

This agreement made & entered into this 7th day of July 1909, by & between John Rossi of Cortez, Lander County, Nevada, party of the first part & P. E. Johansson of Lander Nevada, his heirs, executors, administrators, or assigns, party of the second part witnesseth: That whereas the party of the first part is the sole owner of a group of 16 mining claims, free and encumbered situated south of & adjoining the Tenabo Mill & Mining Co's property, the Garrison Mine, in Cortez Mining District, Esmeralda County, Nevada, said claims being known & recorded

as follows: Texas Lode, Ohio Lode, Montana Lode, Garibaldi Lode,
 Suggolina Lode, Esclifonia Lode, Cassia Lode, Louisa Lode,
 Tony Lode, Louis Lode, Brooklyn Lode, Vala Lode, April Fool
 Lode, Miola Lode, Both Lode & Rossi Lode, said claims being
 recorded for location both in in Cortez, Nevada, seat for
 Cortez Mining district & in the Mining Recorder's Office
 at Eureka, Nevada, seat for the county of Esmeralda; and
 P. E. Johanson party of the second part his heirs or
 assigns is desirous of buying & purchasing said claims.
 Therefore in consideration of one (1.00) dollar in hand paid,
 the receipt of which is hereby acknowledged, the party
 of the first part, hereby gives to the party of the second part
 an option & right to purchase the 16 aforesaid mining
 claims, said option to extend for a period of two
 (2) years & four (4) months from date of this agreement.
 At the expiration of this option, party of the first part
 agrees to sell & convey to the party of the second part,
 his heirs or assigns all his rights, titles & interest in
 the aforesaid mining claims upon the payment
 by the party of the second part to the party of the first
 part of the sum of seventeen thousand (17,500) & five
 hundred dollars. Ten thousand dollars (10,000) to be
 paid two years & four months from date of this agree-
 ment & seven thousand (7,500.00) & five hundred dollars
 as final payment two years & ten months from same
 date. When the final payment is made, party of
 the first part agrees forthwith to execute & deliver to
 the party of the second part his heirs or assigns, a good
 & sufficient deed of conveyance to the aforesaid mining
 claims free of all encumbrances & which deed, before
 making the first payment, shall have been examined
 as to its full validity & put in escrow in the Henderson
 Bank at Eureka, Nevada, for delivery to the party of the
 second part at the final payment. During the life
 of this option, party of the first part agrees to allow
 the party of the second part the right & privilege to develop
 the aforesaid mining claims in any way he may
 see fit, said work to be done in a mine like way. Party
 of the second part agrees to perform reasonably for
 each year, enough work to keep up the assessment
 work necessary to protect the possessory title of the
 party of the first part, from forfeiture under the law
 due from thereof to be required as by law provided,
 without cost to the party of the first part & for his use
 & benefit. In the event, during the life of this option
 that ore should be found, they are to be handled or
 shipped in any way the party of the second part
 may see fit, twenty (20%) percent royalty to be paid on
 all ore shipped from said claims, to party of the

first part, said 2% of royalty to be based on smelter returns, less teaming, railroad freight, & all smelter charges, said royalty paid to apply on & be deducted from the purchase price. If at any time during the life of the option party of the second part, wishes to purchase said claims before this option expires, he shall have the right to do so upon the payment of the purchase price to the party of the first part, who then agrees to convey & give full deeds thereto, to the party of the second part without delay. This agreement is binding upon the heirs, executors, administrators or assigns of all parties whose signatures are hereto attached. In witness whereof we have this day & date July 7, 1909 hereto attached our hands.

Witnessed by
William Rutledge
C. L. Erikson

John Rossi
Party of the first part.
P. E. Johansson
Party of the second part.

Recorded at the request of Wm Rutledge Dec. 25th
A.D. 1909 at 20 mins. past 9. M.

Chas. Norman
Recorder,