File No. 9079.

Agreement and Option.

This agreement made and entered into on this 30" day of December 1911, by and between Thos. Dixon of Eureka Nevada, party of the first part, and Harry L. Rodgers, of Spokane, Washington, party of the second part witnesseth:

That whereas, the said party of the second part is desirous of securing independent of each other certain mining claims on Adams Hill, and adjacent thereto, in the Eureka Mining District in the County of Eureka and State of Nevada, to be under one management, for the purpose of acquiring, working and developing the same, of which, the premises hereinafter described is a portion; and whereas, the party of the first part is desirous of placing the premises hereinafter described, of which he is the owner so that the said party of the second part may acquire, work and develop the same upon the conditions hereinafter set forth;

Now, therefore, in consideration of the premises and of the covenants and agreements herein contained the said party of the first part hereby gives, grants, sells and confirms unto the said party of the second part, the sole and exclusive right and option to purchase the premises hereinafter ~~set~~ described upon the terms and conditions hereinafter set forth, and further, hereby agrees to place forthwith in escrow with the Henderson Banking Company of Elko, Nevada, for delivery, a quit claim deed duly acknowledged, conveying a good title to the following described mining property, situated on, or adjacent to Adams Hill in the Eureka Mining District, in the County of Eureka and State of Nevada, to wit: Central Consolidated Lode Mining Claim, said deed to name as grantee the said party of the second part, and to be delivered by the said escrow holder to the said party of the second part, provided he shall fully and completely comply with each and all of the following conditions, to wit:

First: The said party of the second part shall commence work on one or more of the claims on Adams Hill aforesaid to which deeds are to be placed in escrow in accordance with agreements similar hereto, within thirty days from the time the deeds to the above

mentioned ground are placed in escrow with the said Escrow holder and shall prosecute the said work with due diligence and in a good workmanlike and miner like manner during all the time of the life of this agreement.
Second: The said party of the second part shall not permit any lien to be placed on the said premises during the life of this agreement or, thereafter for work or labor done thereon during the life of this agreement, or for materials or supplies of any kind furnished for working or carrying on any mining operations, and further, shall keep posted on said premises at all times during the life of this agreement, a notice, or notices regarding such liens in form to be dictated and furnished by the said party of the first part or agent, and in such place or places on said premises as shall be designated by the said party of the first part or agent and also shall permit the party of the first part or agent to visit or enter upon any part of the said premises at all times during the life of this agreement to see that such notice or notices are posted at any place or places on said premises that the said party of the first part may desire:
Third: Further, that in the event pay ore shall be discovered on any one or more of the group of claims on, or adjacent to said Adams Hill secured by the party of the second part under this or a similar agreement, the said party of the second part shall develop the same diligently, and, unless prevented by unforseen or insurmountable obstacles or casualties shall ship the same as developed for treatment if the same be required; and, out of the net smelter or mill returns received from said ores so shipped shall pay forthwith twenty-five per cent thereof as royalties to the person and persons whose claims situated on or adjacent to said Adams Hill have been secured by him under this or a similar agreement in proportion as the selling price of each claim bears to the selling price of all the said claims:
Fourth: Further, in the event that the said party of the second part shall exercise the right and option to purchase, herein provided for, the purchase price of the mining property hereinbefore described shall be

and he shall pay therefor, the sum of $2142.85.
and said sum shall be payable in full out of said royalties of twenty-five per cent of said net smelter or mill returns, or, otherwise, at any time within three years from the date thereof:

Fifth: Further, that, in the event that any payment be made, hereunder said payment shall forthwith belong absolutely to the party of the first part as soon as made, and such payment or payments shall be regarded as a part of the consideration hereof.

Sixth: And further that during each calendar year while this agreement is in full force and effect, and the terms and conditions herein named be complied with, any and all taxes shall be paid and the annual assessment work on the property herein described shall be performed and recorded by the party of the second part.

It is mutually agreed by and between the parties hereto, that the party of the second part shall have the right to enter upon work and develop the aforedescribed premises and every part thereof, and, in accordance with the terms and conditions thereof, mine, extract and ship any ore by him discovered thereon:

Further, that all books, papers, mill or smelter returns, freight bills, and items of expense which refer to the royalties to be paid hereunder shall be open to the inspection of the party of the first part:

Further, that the said party of the first part at all times during the life of this agreement, or until payment be made for the property herein described shall have the right, subject to the foregoing to enter upon and work the said premises take out ore and ores therefrom, and own so much thereof as may be separated and taken out: but, shall do the same without interference with the operations of the party of the second part:

Further, that payment for said premises shall be made by royalties, or otherwise, at any time before the expiration of three years from the date thereof. Returned checks, endorsed paid shall be absolute proof for the escrow holder of any payments hereunder required or made:

Further: that, all of the agreements

herein set forth, and especially the time
and times mentioned herein are of the essence hereof.
and should the party of the second part fail
or neglect to comply with each and all of the
said agreements, then these presents shall
forthwith become and be null and void,
and of no effect, and all papers, deeds and
contracts relating to, and the possession of
the premises hereinbefore described shall be
forthwith returned to the party of the first
part,
And further, that these presents shall bind
and extend to the respective parties hereto and
their respective heirs and assigns.
Witness our hands and seals in duplicate

Thomas Lipon. (Seal)
Party of the First Part
Harry L. Rodgers. (Seal)
Party of the Second Part.

State of Nevada }
County of Eureka } ss.

This Certifies that on this
20" day of Dec. A. D. 1911. personally appeared
before me J. A. Bray, a Notary Public
within and for the said County of Eureka
Thomas Lipon, to me personally known
to be the person described in and who
executed the foregoing instrument, who then
and there acknowledged to me that he
executed the same freely and voluntarily
for the uses and purposes therein
mentioned,
In witness whereof I have hereunto
set my hand and official seal at my
office in the said County of Eureka
on the day first above written.
My Commission Expires on the 12" day
of June A. D. 1915.

(Seal) J. A. Bray,
Notary Public

Recorded at the request of J. C. Buchanan
April 4. A. D. 1912 at 7 mins past 3 P. M.
Edgar Eather,
Recorder