

Pedro Orbe, and)
G.W. Wallace and G.R. Adams.)

AGREEMENT.

THIS AGREEMENT, made and entered in to this 14th day of December,

1915, by and between Pedro Orbe of the County of Eureka, State of Nevada, the party of the first part, and G.W. Wallace and G.R. Adams of Oakland, Alameda County, State of California, the parties of the second part, W I T N E S S E T H:

That whereas the said parties of the first and second part entered in to a certain agreement under date, the 29th day of October, 1915, wherein the said party of the first part agreed to to sell and transfer to the said parties of the second part all his right, title and interest in and to a certain lease on the Hilltop, Hilltop #1 and Hilltop #2 mining claims situate on

Lynn Creek, Lynn Mining District, County of Eureka, State of Nevada, and also all his right, title, and interest of, in and to an agreement with Bielar and Moll, whereby the said party of the first was granted the right to use the waters of a certain mining claim on Lynn Creek owned by said Bielar and Moll for the purpose of washing material from said Hilltop mining claims, and other rights, privileges and property for the sum of \$15,000., which sum of \$15,000. was to be paid as follows, to-wit: \$500 on the signing of said agreement, \$1000. on or before the 7th day of November, 1915, \$5000. on or before the first day of December, 1915, and \$8500. on or before the first day of January, 1916:

And whereas on said agreement the sum of \$500. was paid to the said party of the first part on the signing of said agreement and \$1000. was paid to the said party of the first part on the 6th of November, 1915; and whereas certain conditions arose with respect to said contract and the making thereof, whereby the said G.W. Wallace, one of the parties of the second part, brought a certain action in the Fourth Judicial District Court of the State of Nevada, in and for the County of Elko, against the said Pedro Orbe, the party of the first part, one C.Y. DeLay and G.R. Adams, one of the parties of the second part, for the recovery of the sum of \$1500., alleging that a fraud had been perpetrated upon him in the execution of said agreement:

And whereas the parties of the first and second part are desirous of compromising and settling all matters and conditions between themselves growing out of the above mentioned agreement and also the matters involved in the said action above referred to, and whereas it is agreed and understood by and between the parties hereto that the said G.W. Wallace and the said G.R. Adams have deposited, paid, laid out and expended under said agreement and in the litigation growing out of the same, the sum of \$2250. besides the costs in said action.

Now therefore, in consideration of the premises and the sum of one dollar, lawful money of the United States of America, to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, the said party of the first hereby covenants and agrees to make and execute a good and sufficient bill of sale transferring and conveying to the said parties of the second part, all his right, title and interest in and to that certain lease of date, the 14th day of January, 1915, made by Charles B. Kappler and Ernest B. Kappler, as parties of the first part to the said Pedro Orbe as party of the second part, which said lease is recorded at page 25 of Book D of Miscellaneous, Records of Eureka County, State of Nevada, and also a conveyance of all his right, title and interest of, in and to that certain agreement between the said Party of the first part and Bielar and Moll, whereby the said party of the first part was granted the right to use the waters on a certain mining claim on Lynn Creek owned by Bielar and Moll for the purpose of washing materials from said Hilltop mining claims, and place the same in Escrow with the First National Bank of Elko, Nevada, with directions to deliver the same to the said parties of the second part upon their complying with the terms of this agreement on their part to be kept and performed and the said parties of the second part hereby covenant and agree to build, install and erect a pumping plant on Lynn Creek on or before the first day of May, 1916, which said plant shall be of sufficient capacity to deliver on to said Hilltop mining claims not less than 150 gallons of water per minute, said water to be used in placer mining on said Hilltop, Hilltop #1 and Hilltop #2 mining claims, and also covenant and agree to build and install sufficient sluice boxes and sluice ways for washing gravel on said mining claims in carrying on placer mining thereon, and further covenant and agree to use reasonable diligence in carrying on said placer mining on said mining claims and the said party of the first part hereby further covenants and agrees that the said parties of the second part shall immediately be let in to the possession of said mining claims, reserving, however to the party of the first part, the right to prosecute on said mining claims placer mining until said pumping plant above mentioned shall be installed.

The said party of the first part further covenants and agrees that out of the net proceeds produced from said mining claims, the said parties of the second part, may retain and repay themselves the said sum of \$2250. above mentioned and referred to and the sum expended by them in building and installing the said pumping plant, sluice boxes and necessary placer mining apparatus. And the said parties of the second part hereby covenant and agree that after the repayment to them of the said sum of \$2250. and the money expended by them in building and installing said pumping plant, sluice boxes and necessary mining apparatus, they, the said parties of the second part, will deliver to the said party of the first part, one-third of the gold or other valuable mineral obtained by them from the carrying on of said placer mining, until the said party of the first part shall have been paid in full the sum of \$15,000., said one-third to be ascertained and paid over on the ground by the said parties of the second part to the said party of the first part at the time each clean up is made in the operation of said placer mining.

It is further covenanted and agreed that the said parties of the second part are entitled to and may retain all other gold and other mineral products produced by them from said placer mining: and it is further covenanted and agreed that when the said party of the first part shall have received the sum of \$15,000., the said parties of the second part shall be entitled to said bill of sale and all the rights and privileges and franchises growing out of or connected with said lease on Hilltop, Hilltop #1 and Hilltop #2 and the agreement with Bielar and Moll for the use of water provided for in the agreement between the said party of the first part and said Bielar and Moll referred to. B.F.C.

It is further covenanted and agreed that the said parties of the second part will pay the yearly rental of \$100. per year to the said Bielar and Moll at the time and in the manner provided for in said agreement between the said party of the first part and the said Bielar and Moll, and the said parties of the second part further covenant and agree that they will do the necessary assessment work upon the Hilltop, Hilltop #1 and Hilltop #2 mining claims sufficient to properly represent said claims and comply with the requirements of the laws of the United States and the State of Nevada, to preserve the rights of the owners in said claims.

It is hereby further covenanted and agreed that all placer mining and washing of earth and gravel extracted from said Hilltop, Hilltop #1 and Hilltop #2 mining claims shall be done upon the ground covered by the location of said mining claims. However, the waste and refuse from said mining claims, when necessary, may be dumped on the Bull Dog mining claim. The party of the first part granting to the said parties of the second part the right to dump to the extent of his three-eighths interest in said Bull Dog mining claim.

It is hereby further covenanted and agreed that if the said parties of the second part shall find that the ground covered by said lease will not pay to work, they shall have the privilege at any time of turning back to said party of the first part, the said mining claims and the privileges growing out of said agreement with Bielar and Moll, and this agreement shall be forthwith cancelled and all obligations on the part of the parties hereto immediately cancelled and dissolved and the said parties of the second part shall have the right to remove from said premises the pumping plant, sluice boxes, appliances and machinery installed by them to carry on the said business, unless the said parties of the second part shall have been paid therefor by the net proceeds taken from said mining claims, or unless the said party of the first part shall pay to the said parties of the second part any balance that the said parties of the second part shall not have been paid by said proceeds. B.F.C.

And it is hereby further covenanted and agreed that upon the execution of this agreement the suit above referred to and now pending in the District Court of the Fourth Judicial District of the State of Nevada, in and for the County of Elko, wherein said G.W. Wallace is plaintiff and the said Pedro Orbe and one C.Y. DeLay and G.R. Adams are defendants, shall forthwith be dismissed, and the said parties hereto hereby release and relieve each other from all claims

of every nature and kind growing out of or connected with said suit or any of the matters connected therewith, and the said Pedro Orbe and G.R. Adams hereby waive all liability or claim against the said G.W. Wallace, or his bondsmen upon the bond for attachment or in any way connected with, or growing out of the same.

IN WITNESS whereof the said parties of the first and second part have hereunto set their hands, and seals, the day and year first above written.

Pedro Orbe (Seal)

G.W. Wallace (Seal)

G.R. Adams (Seal)

STATE OF NEVADA)
) ss.
 County of Elko,)

On this 14th day of December, A.D. 1915, personally appeared before me, B.F. Curler, a Notary Public in and for the County of Elko, State of Nevada, Pedro Orbe, G.W. Wallace & G.R. Adams known to me to be the persons described in and who executed the foregoing instrument; who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS Whereof I have hereunto set my hand and affixed my official seal at Elko Nevada, the day and year in this certificate first above written,

B.F. Curler)
) Notary
) Public
Elko, Co. Nevada.)

B.F. Curler
 Notary Public.

Recorded at the request of Curler & Agee Jan. 31 A.D. 1916 at 10 minutes past 9 A.M.

Edgar Eather, Recorder.