

P. PARONI, )

to )

WORKING OPTION AND AGREEMENT.

A. P. MAYBERRY. )

Agreement made and entered in to on this 1st day of June A.D. 1915, by and between P. Paroni, of the County of Eureka and State of Nevada, party of the first part, and, A. P. Mayberry of Eureka, Juab County, State of Utah, the party of the second part, Witnesseth: That the said party of the first part, for and in consideration of the mutual premises, agreements and undertakings, hereinafter fully set forth, and other considerations, does hereby give, grant, sell, convey and confirm unto the said party of the second part, his heirs and assigns, the sole and exclusive right and option to purchase within the time, upon the terms and conditions and for the consideration to be paid at the times stated as herein set forth, all of the right, title, interest, claim, demand and property in possession or in expectancy, which the said party of the first part, has, or of right ought to have, either in law or in equity in and to the following described lode mining claims situated in the Eureka Mining District in Said County of Eureka and State of Nevada, to-wit:

THE CONNELLY LODE MINING CLAIM, patented.

Together with all workings, dumps and improvements thereon and appurtenances thereunto appertaining: provided, however, that this right and option to purchase shall expire by limitation of time on the First day of December A.D. 1916, and, shall expire at any time prior thereto, upon breach by the party of the second part of any of the agreements, conditions, terms or provisions hereof:

The agreements, conditions, terms and provisions of this right and option to purchase, it is mutually agreed by and between the parties, are as follows, to-wit:-

This right and option to purchase is executed subject to certain leases upon said premises, and, also subject to any right to royalties therefrom payable to the party of the first part, and, said royalties are hereby reserved unto the said party of the first part until said lease shall expire:

Before the expiration of said leases, provided the consent of the leasees on said premises be first had and obtained, the possession of the aforescribed premises, with the right to work the same is hereby permitted to the said party of the second part from the date hereof until this right and option to purchase shall be exercised by the party of the second part, or, until such time as the same shall terminate under the provisions hereof; and after the expiration of said leases, such possession and permission to work is hereby permitted:

The said party of the second part, within thirty days from the 1st day of June A.D. 1915, shall commence work on one or more of that certain group of mining claims to be secured by him under options from other parties, and, thereafter, shall do and perform such work as in such other options may be required, and, all work hereof and materials and appliances used, thereon by the party of the second part shall be at the expense of the party of the second part; and all work shall be done in a miner-like manner, and all tunnels run, shafts and winzes sunk, and drifts and cross-cuts run shall permit and erect and practical work in each and every part thereof:

The party of the first part shall have the right at all times herein provided for to inspect and examine said premises, and each and every part thereof, and, by making demand therefor at the principal office on said property of the party of the second part shall have unrestrained right of inspection, at all reasonable times, of all books, papers, items of expense and payrolls which refer to the question of liens:

Each and every item of the agreements, conditions, terms and provisions, including times and amounts, shall be deemed to be of the essence hereof, and, in the event of any breach hereof by the party of the second part, this right and option to purchase shall cease, terminate and become null and void, but, there shall be reserved to the party of the first part as against the party of the second part any action or cause of action which may or shall accrue by virtue of any breach hereof by the said party of the second part suffered or permitted: In the event work is discontinued for 30 consecutive days then this lease shall become null and void.

The matters herein set forth shall extend to and be binding upon the respective heirs, executors, administrators, and assigns of the parties hereto:

In the event that the said party of the second part shall exercise the right and option to purchase the aforescribed premises herein provided for, the purchase price of the same shall be the sum of Five Thousand Dollars, lawful money of the United States of America, and the same shall be paid in bulk or otherwise on or before December 1st 1916 into the Copper National Bank of Salt Lake City, Utah, to the credit of the party of the first part, and, in the event that the said party of the second part shall fail to pay the full sum of Five Thousand Dollars within the time herein set forth, any payment less than the whole purchase price shall be forfeited unto the party of the first part as a part of the consideration hereof and for his use and benefit, and nothing herein contained shall be so construed to mean that any payment less than the full amount shall vest in or transfer to the party of the second part and legal or equitable right, title or interest in and to said property:

At least five men shall be employed continuously on the A.P. Mayberry group of options.

Provided, however, that if at any time any liens or indebtedness against said property remain undischarged at the time when any payment herein provided for shall become due and payable then in that event the party of the second part may withhold sufficient of such payment so as to discharge such lien or indebtedness, and for such purpose these presents shall be full warrant and authority: At any time after the signing and acknowledging of this option and agreement and on thirty days notice from the party of the second part, the said party of the first part shall forthwith make, execute, acknowledge and deliver in Escrow with the said Copper National Bank of Salt Lake City, Utah, a good and sufficient deed conveying the aforescribed premises, running to the said party of the second part, his heirs and assigns, to be delivered unto the said party of the second part, his heirs or assigns by said Escrow Holder

upon compliance by the said party of the second part with the agreements, conditions, terms and provisions hereof, or, in the event of a breach hereof by the said party of the second part, his heirs or assigns, to be returned for cancelation to the said party of the first part, and for such delivery or return for cancelation, these presents are hereby constituted for said Banking Company, full warrant and authority: Notices protecting the party of the first part against liens shall be kept posted on said premises on all shafts:

No waiver of any part hereof shall be void or binding unless specifically set forth in writing and signed by the parties hereto.

In Witness Whereof, the respective parties hereto have hereunto set their respective hands and <sup>s</sup> seal in duplicate.

P. PARONI (SEAL)

A. P. MAYBERRY (SEAL)

State of Nevada, )  
 ) ss.  
County of Eureka. )

On this 24 day of May in the year one thousand nine hundred and fifteen before me R. A. Broy, a Notary Public in and for said Eureka, County, residing therein, duly commissioned and sworn, personally appeared P. Paroni and A. P. Mayberry known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me each for himself 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 my office in Eureka, County of Eureka, the day and year in this Certificate first above written.

(Notary Seal)

R. A. Broy  
Notary Public.

Recorded at the request of Henry G. Catlin, November 28 A. D. 1916 at 45 minutes past 4 P. M.

Edgar Eather, Recorder.