

File No. 14803

Eureka Nevada Mining Co.,)
and) Tunnel Right, Etc.
C. E. Morse.)

MEMORANDUM OF AGREEMENT made and entered into this 25th day of July, 1919, by and between the EUREKA NEVADA MINING COMPANY, a corporation, organized and existing under the laws of the State of Utah, and doing business in Eureka County, State of Nevada, party of the first part, and C.E. MORSE, of Eureka, Eureka County, Nevada, party of the second part, WITNESSETH:

That the said party of the second part herein, for and in consideration of the promises, covenants, agreements, and payments, to be kept, performed, and made by the party of the first part herein, does give, grant, sell, convey, and confirm unto the said party of the first part a right of way on the LIBERTY patented mining claim, in the Eureka Mining District, belonging to the party of the second part herein, through the present tunnel thereon, with the right to extend the same into the ground now owned and operated by the party of the first part herein; said tunnel and extension thereof to be of the regular and usual dimensions of tunnels for such purpose.

It is also understood and agreed that both parties hereto are to have the right to the use of said tunnel in the operation of their respective properties; and that said right so sold to the party of the first part herein cannot be revoked, attacked, or taken away from said party of the first part, by the said party of the second part, his heirs, personal representatives, or assigns, but it is understood to be and is a right in perpetuity.

2.

It is also understood and agreed by the parties hereto that in case the party of the first part herein shall decide not to use the present tunnel- in the foregoing paragraph referred to- or make an extension of the same on the LIBERTY patented claim, but should decide to start a tunnel at another point, same to traverse or run through the said LIBERTY claim and into their own property, then and in that event said party of the second part herein does hereby give, grant, sell, convey, and confirm to the said party of the first part herein the right to start, run, construct, and build such tunnel of regular dimensions for mining purposes upon the said LIBERTY claim, and said right so sold to the party of the first part herein cannot be revoked, attacked or taken away from said party of the first part, by the said party of the second part, his heirs, personal representatives, or assigns, but it is understood to be and is a right in perpetuity.

It is also understood and agreed that both parties hereto shall have the right to work their respective properties through such tunnel.

3.

It is also understood and agreed that the party of the second part herein does hereby also give, grant, sell, convey, and confirm unto the said party of the first part herein, the right to the use of such space on the LIBERTY patented claim as may be necessary for dumping purposes at both the upper and lower tunnel levels; also said second party does hereby give, grant, sell, convey and confirm unto said first party the right to construct a tramway over said LIBERTY claim from the upper tunnel to the ore bins of the lower tunnel, and to construct the necessary ore bins for the carrying on of mining operations by the party of the first part herein.

PROVIDED, however, that for and in consideration of the above rights and grants so given and made as aforesaid, the said party of the first part herein, shall and does pay to the party of the second part herein, the sum of Seventy Five Dollars (\$75) on the execution and delivery of these presents; and the further payments of seventy five dollars (\$75) each on each pay day of the said party of the first part herein, i.e. the 10th and 25th of each and every month hereafter, beginning August 25th, 1919, until the total sum of FIVE HUNDRED DOLLARS (\$500) has been paid to the said party of the second part.

4.

It is also understood and agreed that the party of the second part herein is to receive from the party of the first part, a royalty of 20% upon the smelter returns-after deduction of freight and hauling charges-made upon all ores extracted from the said Liberty patented mining claim in the running, building, excavating, or construction of either of the said tunnels hereinabove provided for.

It is understood, however, that the party of the first part herein, shall have no right, title to, or property in any ore or ore shoots leading from the said tunnel, or crossed in the said construction, EXCEPT the ores necessarily removed in the construction of the tunnel of regular size and proportions.

5.

It is also further understood and agreed that the said party of the second part herein does give, grant, sell, convey, and confirm unto the said party of the first part herein, the right, should first party so desire, at any time within ten years from the date hereof, to a mill site on the LIBERTY patented claim, at a point to be selected by the party of the first part, upon a proper survey thereof, said selection, however, not to interfere in any manner with the proper working through the tunnel or tunnels aforesaid

Said party of the first part herein, to pay for such mill site the sum of FIVE HUNDRED DOLLARS (\$500) at such times and in such amounts as shall be agreed upon by the parties hereto.

6.

It is also understood and agreed that this agreement and each provision hereof shall be and is binding upon the heirs, executors, administrators, successors or assigns of the parties hereto.

IN WITNESS WHEREOF the said party of the first part, hath caused these presents to be subscribed by its President and Secretary and its corporate name and seal to be hereunto affixed the day and year first above written, and party of second part has hereunto set his hand and seal.

(Corporate Seal Eureka Nevada Mining Co.)

Eureka Nevada Mining Co.
By W.J. Robinson
President.

W. C. Albertson
Secretary.

C.E. Morse (SEAL)

State of Nevada,)
:SS
County of Eureka.)

On this 25th day of July, A.D. 1919, personally appeared before me, a Notary Public, in and for said Eureka County, C.E.Morse, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

(Notarial Seal)

Edna Covert Plummer
Notary Public.

County of Salt Lake)
:SS
State of Utah)

On this 9 day of Aug. 1919, personally appeared before me, a Notary Public, in and for Salt Lake County, Utah, W.J.Robinson, known to me to be the President, of the corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of the said corporation as above designated; that he is acquainted with the seal of the said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument 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 on the day and year in this certificate first above written.

(Notarial Seal)

Lulu E. Parsons
Notary Public.

My commission expires Oct. 8" 1922.

Recorded at the request of Story & Steigmeyer Feb. 1, A.D. 1922 at 30 minutes past 9 A.M.

Edgar Eather--Recorder.
By Peter Merialdo--Deputy.