

File No. 22695.

S.B. Harmon, )  
and ) Agreement.  
C. W. Holt. )

AGREEMENT

This agreement made and entered into this 5th day of July, 1938 by and between S.B.Harmon of Salt Lake City as Party of the First Part, and C.W. Holt of Salt Lake City, Party of the Second Part,

WITNESSETH: That for and in consideration of the sum of \$1.00 by each party paid unto the other, the receipt whereof is hereby acknowledged, the Parties hereto enter into a right-of-way agreement for the purpose of granting unto each other the right and privilege of crossing over the surface of the following lode mining claims situate in the Diamond Mining District, of Eureka County, Nevada, to-wit: Roadway No.1, Roadway No.2, Wynona No.1, Wynona No.2, Neva No.1 to No. 10 inclusive.

It is understood that this agreement covers only the right to cross the surface of the claims and that neither party shall interfere with the mining operations of the other.

This agreement shall be binding upon the heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures the day and year first hereinabove written.

S.B. Harmon  
Party of the First Part  
C.W. Holt  
Party of the Second Part

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

Subscribed and sworn to before me this 5 day of July, 1938.

(Notarial Seal)  
My Commission Expires Apr. 22, 1942.

E.P. Emery  
Notary Public.

CONSENT TO RIGHT-OF-WAY AGREEMENT

I, R. W. Gergen of Eureka, Nevada, hereby acknowledge that I am aware of a Right-of-Way Agreement made and entered into the 5th day of July, 1938, by and between S.B. Harmon and C.W. Holt, and that the purpose of said agreement is to grant unto the Parties thereto the right and privilege of crossing over the surface of the following lode mining claims held under lease by said S.B. Harmon, to-wit: Roadway No.1, Roadway No.2, Wynona No.1 and Wynona No.2, and I hereby give consent for myself and associates for said Right-of-way Agreement to be executed and agree that in the event said Harmon defaults in any of the terms of his lease and title to the afore-said claims, should revert to me, then I will accept said Right-of-Way Agreement as being binding upon myself and associates and our heirs and assigns.

Dated at Salt Lake City, Utah, July 5, 1938.

R.W. Gergen

Recorded at the request of S.B.Harmon Oct.25 A.D. 1938 At 0 minutes past 11 A.M.

Peter Merialdo----Recorder.