

R. L. Taylor and E.H. Emmons, )  
  ) to ) MINING LEASE.  
W.L. Edgar and Lee F. Hand. )

THIS INDENTURE, made the sixth day of June one thousand nine hundred and forty-four BETWEEN R.L. Taylor and E.H. Emmons of Battle Mountain, Nevada, lessors and W.L. Edgar of Boise, Idaho and Lee F. Hand of Tonopah, Nevada, Lessees WITNESSETH: That the lessors, in consideration of the rents, royalties, covenants, and agreements hereinafter reserved, let unto the lessees, the following described mine and mining property, situated in The Lynn Mining District, County of Eureka, State of Nevada, to wit:

One Lode Mining claim known as the Blue Star TOGETHER with the appurtenances on the above property.

TO HAVE AND TO HOLD unto the said lessees for the term of two years from the date hereof, expiring on the sixth day of June, 1946.

And the lessees covenant with the lessors as follows, to wit:

To enter upon said mine or premises and work the same in manner necessary to good and economical mining, so as to produce as much value as possible with due regard to the safety, development, and preservation of the said premises as a workable mine;

The Lessees agree to pay the Lessors Ten percent of all turquoise or any other mineral or metal of value found on this property. The Lessees further agree to carry compensation on all persons employed by them with the Nevada Industrial Commission of Carson City, Nevada.

To work and mine said premises as aforesaid steadily and continuously from the date of this lease; and that failure to work said premises with at least two men or persons employed on the ground for the space of one hundred & twenty consecutive days may by the lessors be considered a violation of this covenant; and the Lessors will have full authority to take possession of this property.

To sufficiently timber said mine and to repair all old timbering wherever necessary;

To allow the lessors and their agents to enter into all parts of said mine to inspect it at any time.

Not to assign this lease, or any interest thereunder, and not to sublet said premises or any part thereof, without the written assent of the lessors, and not to allow any other person to take possession of said premises or any part thereof under any pretence whatever; without the written consent of the Lessors.

To occupy and hold all cross or parallel lode, dips, spurs, feeders, crevices, or mineral deposits of any kind which may be discovered in working under this lease, or in any tunnel run to intersect said vein or lode, or by the lessees, or any person or persons under their supervision in any manner at any point within Three hundred feet of the center line of said lode, as the property of said lessors; with privilege to the lessees of working the same, as an appurtenance of said premises, during the term of this lease; and not to locate or record the same, or allow the same to be located or recorded, except in the name of the lessor R.L. Taylor and E.H. Emmons.

To keep at all times the drifts, shafts, tunnels, and other passages and workings of said premises thoroughly drained and clear of loose rock and rubbish of all kinds;

To deliver up to the lessors the premises, with the appurtenances and all improvements on said property, in good order and condition, with all shafts and tunnels and other passages thoroughly clear of rubbish and drained, and the mine in all points ready for immediate continued working (accidents not arising from negligence alone excusing) without demand or further notice, on said sixth day of June, 1946, at noon, or at any time previous upon demand for forfeiture;

And upon the violation by the Lessees or any other person under him, of any covenant herein reserved, the term of this lease shall, at the option of the lessors, expire and the lease and premises with the appurtenances shall become forfeited to the lessors, and the lessors or their agent may, after demand of possession of property enter upon said premises and dispossess all persons occupying the same, with or without force, and with or without process of law, or at the option of the lessors, or in any other manner.

This lease shall be binding upon and enure to the benefit of the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

Signed and Delivered in the Presence of

W.L. Edgar  
by Lee F. Hand

Lee F. Hand

Lessees.

R. L. Taylor

E.H. Emmons

Lessors

Recorded at the Request of Lee F. Hand June 9, 1944 at 15 min. past 10 o'clock A.M.

Peter Merialdo --- Recorder.