

File No. 26137.
OPTION AGREEMENT

For and in consideration of payments herein provided for, the undersigned owners, do hereby give and grant unto Sierra Engineering Co., a partnership with offices at Room 28, 153 North Virginia Street, Reno, Nevada, the optionee, upon the date hereunto subscribed, the sole and exclusive right and option to purchase all of the properties referred to in this agreement, at the price and upon the terms named herein, upon the following conditions, to wit--

1. The properties to be conveyed are the lode quartz mining claims located from one to two miles, more or less, northerly and westerly from the City of Eureka, County of Eureka, State of Nevada, and being within said County and State, the same being of record in the office of the County Recorder of said County upon the book and page herein indicated as to the Notices of Location, the said claims being designated as follows:

Claim Name	Names of Locators	Book and Page upon which Location Notice is Recorded in Records of Eureka County, State of Nevada.			
		Book		Page	
<u>Last Chance</u>	<u>Alex E. Bettles Okey Davis</u>	"	<u>K</u>	"	<u>388</u>
<u>Last Chance No. 1</u>	<u>O. L. Davis</u>	"	<u>K</u>	"	<u>404</u>
<u>Last Chance No. 2</u>	<u>O. L. Davis</u>	"	<u>K</u>	"	<u>417</u>
<u>September Morn</u>	<u>Bud Claire, Grace Claire, Alex E. Bettles</u>	"	<u>K</u>	"	<u>373</u>
<u>Victory</u>	<u>Alex E. Bettles L. Bettles</u>	"	<u>K</u>	"	<u>371</u>
<u>Victory No. 1</u>	<u>Alex E. Bettles L. Bettles</u>	"	<u>K</u>	"	<u>372</u>
<u>Victory No. 2</u>	<u>Alex E. Bettles L. Bettles</u>	"	<u>K</u>	"	<u>372</u>

2. The total purchase price for said properties shall be ten thousand dollars (\$10,000.00), payable as follows: \$500.00 upon the delivery of an original copy of this agreement upon the date hereunder affixed, the receipt of said first payment of \$500.00 being hereby acknowledged by the undersigned owners; \$1,000.00 on or before August 31, 1946; \$500.00 on or before September 30, 1946; and \$500.00 on or before the last day of each calendar month until there shall have been paid the total purchase price of said \$10,000.00. No interest shall accrue upon such deferred payments.

3. All payments provided for herein shall be made to Nevada Corporation Agency Co., Reno, Nevada, which said corporation is hereby designated escrow holder under this agreement. The receipt from such escrow holder to the optionee shall constitute acquittance in full by undersigned owners to optionee for the amount of any payments made to escrow holder for the account of said owners.

4. Coincident with the signing of this agreement, there shall be deposited with said escrow holder deed or deeds properly signed and signatures notaried fully conveying said properties unto said optionee together with the original recorded location notices, as recorded with the County Recorder of Eureka County.
5. Payments made to said escrow holder by optionee shall be paid to the undersigned owners by escrow holder in such proportions and in such amounts as said owners shall instruct the escrow holder in writing.
6. Upon completion of payment of said total purchase price, escrow holder is instructed to deliver all papers in the escrow to said optionee or to his assignee.
7. Should this agreement be terminated in accordance with its terms before such payments shall have been completed, escrow holder shall deliver all papers in the escrow to the first named of said undersigned owners, upon his written demand so to do.
8. A signed copy of this option agreement shall be delivered, with the other papers, to said escrow holder as the instructions to said escrow holder.
9. Owners guarantee that the location, and assessment work if any required, has been properly done and recorded properly, and that the titles to said claims are vested solely and exclusively in said owners respectively as their names as locators appear on the list of claims above given, and that there are no contracts, taxes, liens, agreements or other infringements to title outstanding upon any of these claims, save and except the paramount title vested in the United States of America to the unpatented claims; and further that the title to said claims during the life of this agreement shall be maintained free and clear of all encumbrances to the end that satisfactory title can be delivered to said optionee, except for paramount title as vested in the United States of America. Owners further agree that all lawfully required location and claim stakes have been set and will be maintained during the life of this agreement.
10. It is understood that this is an option agreement and that same can be terminated at any time by optionee by notice in writing to the escrow holder hereunder.
11. Owners may terminate this agreement at any time before its terms shall have been fulfilled, in event optionee shall fail to remedy any default hereunder within five days after telegraphic notice shall have been given optionee by any one of said owners specifying the default claimed. Such termination shall be by notice in writing. In event of termination of this agreement before the payment in full of said purchase price shall have been made, said owners may retain all payments made up to the date of such terminations liquidated damages. In event of such termination before the completion of payment of purchase price in full, optionee shall thereupon be released from any liabilities hereunder including any liability for the payment of installments unpaid which may be due or to become due, regardless of whether this agreement is terminated either by owners or by optionee.
12. This agreement is made in Reno, Nevada, in triplicate original, this 25th day of July, 1946.

(Notary)

Alex E. Bettles
Alex E. Bettles

Lillian Bettles (his wife)
Lillian Bettles

Bud Claire
Bud Claire

Grace Claire (his wife)
Grace Claire

Okie Davis a single man
Okie Davis

STATE OF CALIFORNIA)
) SS
COUNTY OF ALAMEDA)

ON THIS 25th day of July in the year One Thousand Nine Hundred and 46 before me CHARLES E. NORTON, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared Bud Claire and Grace Claire, known to me to be the persons described in and whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Notarial Seal)

Charles E. Norton Notary Public
In and for said County of Alameda,
State of California

STATE OF CALIFORNIA,)
) ss.
County of Los Angeles)

ON THIS 29th day of July, A:D., 1946, before me, the undersigned a Notary Public in and for said County and State, personally appeared Alex E. Bettles and Lillian Bettles, known to me, (or proved to me on the oath of), to be the persons whos names subscribed to the within Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Lydia Eicks
Notary Public in and for said
County and State.

STATE OF NEVADA)
) SS
COUNTY OF EUREKA)

On this 1 day of August 1946, personally appeared before me, W. R. Reynolds, a notary public in and for the county of Eureka, state of Nevada, Okie Davis, known to me to be the person described in and who executed the foregoing and who acknowledged to me that he 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 the day and year in this certificate first above written.

(Notarial Seal)

W. R. Reynolds
NOTARY PUBLIC

Recorded at the request of Withers and Edwards Aug. 16 A.D. 1946 At 05 minutes past 3 P.M.

Peter Merialdo---Recorder