

File No.28204.

D.E. Hansen, R.C. Ryan and
 Frank M. Maloney,
 to
 Getchell Mine, Inc.

Lease and Option.

LEASE AND OPTION

THIS AGREEMENT, made and entered into this 6th day of December, 1949, by and between D. E. HANSEN, R. C. RYAN and FRANK M. MALONEY, all of Elko County, Nevada, Parties of the First Part, and GETCHELL MINE, INC., a corporation organized and existing under and by virtue of the laws of the State of Nevada, Party of the Second Part,

W I T N E S S E T H:

WHEREAS, parties of the first part are the owners of those certain unpatented lode mining claims known as and called:

"GOLD QUEEN #1", Certificate of Location of which is recorded in Book 28, page 292, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 2", Certificate of Location of which is recorded in Book 28, page 292, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 3", Certificate of Location of which is recorded in Book 28, page 292, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 4", Certificate of Location of which is recorded in Book 28, page 293, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 5", Certificate of Location of which is recorded in Book 28, page 293, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 6", Certificate of Location of which is recorded in Book 28, page 294, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 7", Certificate of Location of which is recorded in Book 28, page 294, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 8", Certificate of Location of which is recorded in Book 28, page 295, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 9", Certificate of Location of which is recorded in Book 28, page 295, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 10", Certificate of Location of which is recorded in Book 28, page 296, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 11", Certificate of Location of which is recorded in Book 28, page 296, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 12", Certificate of Location of which is recorded in Book 28, page 297, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 13", Certificate of Location of which is recorded in Book 28, page 297, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 14", Certificate of Location of which is recorded in Book 28, page 298, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 15", Certificate of Location of which is recorded in Book 28, page 298, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 16", Certificate of Location of which is recorded in Book 28, page 299, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 17", Certificate of Location of which is recorded in Book 28, page 299, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 18", Certificate of Location of which is recorded in Book 28, page 300, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 19", Certificate of Location of which is recorded in Book 28, page 300, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 20", Certificate of Location of which is recorded in Book 28, page 301, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 21", Certificate of Location of which is recorded in Book 28, page 301, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 22", Certificate of Location of which is recorded in Book 28, page 302, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 23", Certificate of Location of which is recorded in Book 28, page 302, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 24", Certificate of Location of which is recorded in Book 28, page 303, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 25", Certificate of Location of which is recorded in Book 28, page 303, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 26", Certificate of Location of which is recorded in Volume I of Outside Mining Locations, page 499, Records of Eureka County, Nevada.

"GOLD QUEEN NO. 27", Certificate of Location of which is recorded in Volume I of Outside Mining Locations, page 500, Records of Eureka County, Nevada.

"GOLD QUEEN NO. 28", Certificate of Location of which is recorded in Volume I of Outside Mining Locations, page 501, Records of Eureka County, Nevada.

"GOLD QUEEN NO. 29", Certificate of Location of which is recorded in Volume I of Outside Mining Locations, page 501, Records of Eureka County, Nevada.

"GOLD QUEEN NO. 30", Certificate of Location of which is recorded in Book 28, page 304, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 31", Certificate of Location of which is recorded in Book 28, page 304, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 32", Certificate of Location of which is recorded in Book 28, page 305, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 33", Certificate of Location of which is recorded in Book 28, page 305, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 34", Certificate of Location of which is recorded in Book 28, page 306, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 35", Certificate of Location of which is recorded in Book 28, page 306, of Mining Locations, Records of Elko County, Nevada.

"GOLD QUEEN NO. 36", Certificate of Locations of which is recorded in Volume I of Outside Mining Locations, page 502, Records of Eureka County, Nevada.

"GOLD QUEEN NO. 37", Certificate of Location of which is recorded in Volume I of Outside Mining Locations, page 503, Records of Eureka County, Nevada.

"GOLD KATHY", Certificate of Location of which is recorded in Book 28, page 307, of Mining Locations, Records of Elko County, Nevada.

"GOLD MARK", Certificate of Locations of which is recorded in Book 28, page 307, of Mining Locations, Records of Elko County, Nevada.

"ANTIMONY MIKE," Location Certificate of which is recorded in Book 28, page 254, of Mining Locations, Records of Elko County, Nevada.

"ANTIMONY DICK", Certificate of Location of which is recorded in Book 28, page 205-206

of Mining Locations, Records of Elko County, Nevada.

"ANTIMONY PETE", Certificate of Location of which is recorded in Book 28, page 205, of Mining Locations, Records of Elko County, Nevada.

All of which said claims are located in the Unknown or Bootstrap Mining District in the Counties of Elko and Eureka, State of Nevada, and

WHEREAS, Party of the second part is desirous of securing a lease and option upon said mining claims,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties hereto and other valuable consideration hereinafter stated. IT IS HEREBY AGREED between the parties as follows:

1. That the parties of the first part do hereby give and grant unto the party of the second part and its assigns an option to purchase all of said unpatented mining claims at the price and for the sum of Seventy-five Thousand Dollars (\$75,000), payable as follows:

\$3,000, receipt of which is hereby acknowledged;

\$3,000 when all assessment work has been completed, claims recorded, and the deed hereinafter mentioned placed in escrow;

\$200 to each of the parties of the first part thirty (30) days from the date of this agreement, and \$200 per month to each of said parties of the first part every month thereafter that this option remains in effect after the date hereof.

\$7,500 on or before eighteen (18) months from the date hereof;

The Balance thereof within two (2) years from the date hereof;

All of said payments, except the initial payment, receipt of which is acknowledged hereunder, shall be made to the credit of the parties of the first part at the main office of the First National Bank of Nevada located in Reno, Nevada.

Said parties of the first part do hereby agree that contemporaneously with the execution of this agreement they will make and execute a good and sufficient deed, conveying the foregoing group of mining claims to the party of the second part, free and clear of all encumbrances, and deliver said deed in escrow to the above mentioned bank with instructions to said bank to deliver said deed to party of the second part or its assigns upon the full payment of the purchase price aforesaid.

2. IT IS UNDERSTOOD AND AGREED between the parties hereto that in the event any person not a party to this agreement makes any claim to the ownership of any part or portion of the claims herein leased and optioned that first parties will defend any suit or action that may be brought thereon at their own expense and protect said title to the extent of Fifteen Thousand Dollars (\$15,000).

3. In consideration of the making of the payments aforesaid as herein provided, said parties of the first part do hereby give and grant to said party of the second part and do hereby let and lease unto it or its assigns all of the aforesaid mining claims for mining purposes for a term running concurrently with the aforesaid option upon the following terms and conditions:

(a) The party of the second part shall have the right and is hereby granted the right to enter into the immediate possession of said premises for the purpose of mining and extracting ore and mineral-bearing quartz, rock and earth therefrom during the life of this agreement.

(b) The party of the second part or its assigns shall carry insurance for industrial accidents and occupational diseases with the Nevada Industrial Commission for any and all persons employed by it upon the mining or other operations upon said premises.

(c) Party of the second part shall promptly pay for all labor, materials and supplies used or employed by it in connection with such mining operations, and shall at all times keep said property free and clear of any liens or encumbrances created by any act of the party of the second part or its assigns and shall keep posted conspicuously upon said leased premises notices to the effect of non-liability of said parties of the first part for any and all obligations of the party of the second part, which notices shall be furnished by party of the second part to parties of the first part.

(d) IT IS AGREED that party of the second part may at any time surrender this lease and option by giving written notice thereof to the parties of the first part in care of the First National Bank of Nevada, Main Office, Reno, Nevada, or such other place as parties of the first part may designate, and it shall thereby be relieved of any and all further obligations under the terms hereof, and shall have the right and privilege within six (6) months of the date of termination of said agreement to remove all equipment, machinery, improvements or fixtures placed upon the premises by it, whether the same have been affixed to the realty or otherwise. In the event of such surrender, all sums heretofore paid by party of the second part under this option shall belong to the parties of the first part as liquidated damages.

(e) Any claim that may be located by parties of the first part, or any of them, within the mining district in which the aforesaid claims are located shall on its location be by parties of the first part included within this agreement at no additional cost to party of the second part.

(f) The right to mine the premises mentioned in this agreement shall be contemporaneous with the option privileges hereinabove granted.

(g) Upon the failure to comply with the terms of said option or failure to comply with the terms of this lease after thirty (30) days' written notice first given to party of the second part, to its address at 206 North Virginia Street, Reno, Nevada, and provided said default is not remedied during said 30-day period, then said lease and option shall be thereupon forfeited and all sums paid under this option shall, upon said forfeiture, belong to the parties of the first part as liquidated damages.

4. This instrument shall be deemed a lease and option only and nothing done or paid herein shall convert the same into a contract to purchase.

5. This agreement shall be binding upon the heirs, representatives, executors and assigns of the parties hereto.

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

D. E. Hansen
R. C. Ryan
Frank M. Maloney
 Parties of the First Part.

GETCHELL MINE, INC.

(Corporate Seal)

by N. H. Getchell
 Vice President
 Party of the Second Part.

STATE OF NEVADA,)
) SS:
 COUNTY OF WASHOE.)

On this 6th day of December, 1949, before me, a Notary Public in and for the county and state aforesaid, personally appeared D. E. HANSEN, personally known to me to be the person described in and who executed the foregoing instrument, 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 the day and year in this certificate first above written.

(Notarial Seal)

Catherine Tweedt
 Notary Public

STATE OF IOWA,)
COUNTY OF POLK.) SS.

On this 9th day of December, 1949, before me, a Notary Public in and for the county and state aforesaid, personally appeared R. C. RYAN, personally known to me to be the person described in and who executed the foregoing instrument, 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 the day and year in this certificate first above written.

(Notarial Seal)

R. L. Morgan
Notary Public

STATE OF NEVADA,)
COUNTY OF WASHOE.) SS:

On this 6th day of December, 1949, before me, a Notary Public in and for the county and state aforesaid, personally appeared FRANK M. MALONEY, personally known to me to be the person described in and who executed the foregoing instrument, 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 the day and year in this certificate first above written.

(Notarial Seal)

Catherine Tweedt
Notary Public

STATE OF NEVADA,)
COUNTY OF WASHOE.) SS:

On this 14th day of December, 1949, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared N. H. Getchell, personally known to me to be the Vice President of the corporation that executed the foregoing instrument, and upon oath did depose and say that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the Corporation Seal of said corporation; that the signatures of said instrument were made by the 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 at my office in the said County and State the day and year in this Certificate first above written.

(Notarial Seal)

Catherine Tweedt
Notary Public

Recorded at the Request of T. L. Willcox Dec. 16 A.D. 1949 At 30 minutes past 3 P.M.

Peter Merialdo--Recorder.