

J. W. Puett, Dave Webb and
Billie Webb)
)
)
and)
)
M.M. & S. Exploration Company)

AGREEMENT

A G R E E M E N T

THIS Agreement entered into this 6th. day of February, 1959, by and bewteen J. W. PUJETT, DAVE WEBB and BILLIE WEBB, his wife, of Carlin, Nevada, and the M. M. and S. EXPLORATION COMPANY, a Nevada Corporation of 222 Park Street, Carson City, Nevada.

W I T N E S S E T H :

THAT WHEREAS DAVE WEBB AND BILLIE WEBB having the authority to act on behalf of J. W. PUJETT upon the property known as the BLACKHORSE mining claims #1 and #2 situated in the Lynn Mining District, Eureka County,

Nevada, do hereby in consideration of ten dollars(\$10) in hand paid receipt of which is hereby acknowledged and other valuable consideration hereinafter set forth, grant the M. M. & S. EXPLORATION COMPANY the right to use their water storage reservoir situated upon the above mentioned ground. All waters pumped from said reservoir to be confined to the local drainage area and all debris, and tailings from the M. M. & S. EXPLORATION COMPANY operation shall be confined or dumped west of the reservoir.

It is agreed and understood that the M. M. & S. EXPLORATION COMPANY shall pay \$25.00 (twenty five dollars) per month to J. W. PUIETT, DAVE WEBB And BILLIE WEBB for the months in which they use the water storage facilities above mentioned.

It is agreed and understood that the M. M. and S. EXPLORATION COMPANY has the surface rights to place trailer houses or any building or structure on the property west of the reservoir, and to remove the same.

It is agreed and understood that this agreement shall in no way be construed to convey more than the surface rights and to convey only the mineral rights as explicitly hereinafter set forth.

It is agreed and understood that the M. M. & S. EXPLORATION COMPANY may sample the above claims in their plant and that 10% (ten percent) of any gold recovered by such sampling shall be delivered to J. W. PUIETT, DAVE WEBB AND BILLIE WEBB.

The M. M. & S. EXPLORATION COMPANY agrees to keep J. W. PUIETT, DAVE WEBB AND BILLIE WEBB free of any and all liens or encumbrances of any nature whatsoever arising from their activities upon the above named ground.

This agreement shall be for the period of one year and binding upon the heirs and assignees of all the parties hereto.

IN WITNESS WHEREOF said parties hereunto have set their hands the day and the year above written.

Billie Webb

David H. Webb

M. M. & S. EXPLORATION COMPANY

By

Its Sterling G. McKnight
PRESIDENT

(Corporate Seal)

SEC'T ATTEST

Velma McKnight

Recorded at the request of R. D. Morris April 13, 1959, at 23 minutes past 9 A. M.

Willis A. DePaoli - Recorder