with the water fores, water privileges, timber, trees, and other fixed appurtenances thereunto belonging and the rights of pasturage incident thereto and the right to cut carry away and use for the purposes of said mine the fuel growing thereupon and the right to erect mills upon said streams at pleasure for the uses and purposes aforesaid and the right to depasture and feed any number of cattle horses or other animals they may deem requisite to said purposes and the right of way into, out of, upon and across the said demised premises so long as the same shall continue to be used for the better working of said mine as aforesaid without other or further reservation of rent than is herein above mentioned the receipt whereof in advance is hereby confessed and acknowledged. Provided, however, and this lease or indefinite term of years is given upon this express condition that my said lessees and co-tenants in common their heirs executors or administrators shall within two years from the date hereof, commence effective operations for the working of said mine in person or by their agents; or else that within the said period of two years they my said lessees shall have sold and transferred the whole or a major part of their rights and interests in the said mine derived from the said Jose Abrego or in the Stock of the Company created by the before mentioned Articles of Association to some third person or persons with intent to have the same worked; and in default of the performance of some one of the said alternative conditions the property hereby demised for the purpose of adding value to the operations of the said associates, my co-tenants in common or here in before named their heirs Executors administrators and assigns shall revert to me my heirs executors administrators or assigns as in my former Estate any thing herein contained to the contrary notwithstanding.

In consideration of which demise we the undersigned lessees for ourselves, our heirs, Executors, administrators and assigns and on our and their behalf also covenant with the said Grove C. Cook his heirs Executors administrators and assigns that in that case neither we nor our said heirs Executors nor administrators shall within two years from the date hereof fulfil the uses and intents for which this lease or term of years unlimited is given either by working said mine ourselves or themselves or by the transfer of our shares therein or of a major part of our Stock in the Company created by the before recited articles of association to some third person or persons then and in case of the non-fulfilment of all the said alternative conditions it shall be lawful for and we do severally and jointly Empower and authorize the said lessor his attorney or attorneys heirs, Executors, administrators or assigns to re-enter into and upon the said hereby demised premises and as and each of our heirs, Executors, administrators or assigns to ~~[illegible]~~ enter eject or reject or move and put out by process of law any thing herein before contained to the contrary in anywise notwithstanding and the said premises to have again repossess and enjoy as in his former Estate but without rescinding to ourselves

the right of removing therefrom the tenements, mills or other fixtures erected thereon or the right to compensation therefor.

In Witness whereof, we, the respective parties lessor and lessees have hereunto set our respective hands and seals at Monterey in the presence of the subscribing witnesses and of the Alcalde of said jurisdiction this twenty fourth day of January in the year of our Lord one thousand eight hundred and forty eight.

Grove C. Cook
Jacob R. Snyder
John Ricord
Josiah Belden
Henry F. Pitts
John G. Christie
Jose Abrego
Thomas O. Larkin

Signed sealed and Delivered in presence of
William R. Garner
Franklin Quinn

Before me Walter Colton, Alcalde.

I, William R. Garner, Clerk of the Alcalde's Court within and for the jurisdiction of Monterey Upper California do hereby certify that a true full and complete copy of the annexed instrument of writing remains on file and of record in my office.

In Testimony whereof I have hereunto set my hand and affixed the seal of said Court at office the 21st day of January A. D. 1848.

Seal of Alcalde Court at Monterey

William R. Garner
Clerk of the Alcades Court within and for the jurisdiction of Monterey

Alcades Office
Monterey Alta California S.S.

I certify that the foregoing are the true seal and signature of William R. Garner the duly appointed Clerk of the Archives in and for the jurisdiction of Monterey.

In Testimony whereof I have hereunto set my hand and affixed the Seal by me used in judicial transactions this first day of February one thousand eight hundred and forty eight

Judicial Seal of Alcalde at Monterey

Walter Colton, Alcalde.

Conveyance.

To

John A. Bassi Gray and Jane M. his wife

This Indenture made the twenty second day of December in the year of our Lord one thousand eight hundred and forty eight between Jose Abrego, Grove C. Cook, Josiah Belden, Thomas O. Larkin, John Ricord, Jacob R. Snyder, John G. Christie, Henry F. Pitts and William Blackburn all of the Department of Alta