

GROUP 16 - General

Tonopah 107

HUGHES TOOL CO.

107

MINING PAPERS

GROUP 16, TONOPAH - GEN. INFORMATION

4840

60000320

Affidavit of Labor

STATE OF NEVADA

COUNTY OF Nye

ss.

A. J. Anderson Agent for Hughes Tool Co. being duly sworn, deposes and says:

That at least One Hundred Dollars worth of development work was performed upon the Mizpah Survey No. 2012 patented claim which is contiguous to the claims listed on Exhibit A attached hereto

patented mine or mining claims situate in the Tonopah

Mining District, County of Nye, State of Nevada,

during the federal mining assessment work period ending within the year 1970 Said work

was done at the expense of Hughes Tool Company; Mining Operation the owner,

(or owners) of said patented mine or mining claims, for the purpose of relieving the same from

the tax assessment. It was performed by Hughes Tool Company

and was done between the 1st day of January 1970, and the

31st day of December 1970, and consisting of the the following work:

Repairing and refurbishing existing equipment \$ 1,549.32

Installation of new equipment 7,255.59

Installation of fencing - Safety prevention 26,872.40

\$ 35,677.31

A. J. Anderson Agent
Hughes Tool Company;
Mining Operations

Subscribed to and sworn to before me

this 25th day of January, 1971

County Clerk, Nye County, Nevada

Notary Public, In and For the
County of Esmeralda; Nevada



**HUGHES TOOL COMPANY**

MINING OPERATIONS

P.O. BOX 1126

TONOPAH, NEVADA 89049

PHONE 702 / 482-3584

A. J. ANDERSON
GENERAL SUPERINTENDENT

January 25, 1971

Nye County Commissioners
Nye County Court House
Tonopah, Nevada

Subject: Affidavit of Labor

Gentlemen:

Due to plane connections, it was impossible for me to arrive in Tonopah, Nevada Friday, January 22, 1971, in order for me to prepare and present to you an Affidavit of Labor for the patented mining claims owned by the Hughes Tool Company in Nye County for the purpose of striking taxes.

I arrived in Tonopah Monday morning, January 25, 1971 and attempted to contact you gentlemen, but to no avail.

I would greatly appreciate it if you would consider accepting this Affidavit of Labor, as conditions beyond my control delayed my presenting this to you on January 22.

Any consideration given will be greatly appreciated by me, personally, and the Hughes Tool Company.

Sincerely,

A. J. Anderson

AJA:cr

MARTHA G. BARLOW
CLERK AND TREASURER

CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

CLERK OF THE
DISTRICT COURT

OFFICE OF
MINERAL COUNTY
Clerk and Treasurer
TELEPHONE 945-2446
Box 1457
HAWTHORNE, NEVADA 89415
January 5, 1970

6000 0320 (4840)
GWENDOLYN F. ERICKSON
CHIEF DEPUTY

JEAN JUSTUS
DEPUTY

MARTHA A. BRESLIN
DEPUTY

Hughes Tool Company
Mining Division
P. O. Box 1126
Tonopah, Nevada 89049

Re: Affidavits of Labor

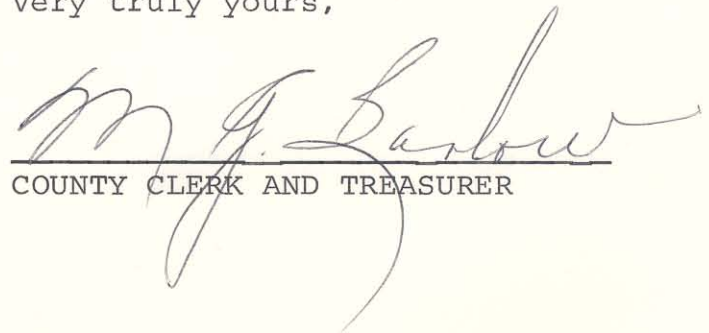
Attention: Mrs. Schrader

Dear Mrs. Schrader:

Pursuant to our telephone conversation of this date, we enclose herewith a supply of Affidavit of Labor forms for your firm.

We again advise the deadline for filing same is January 15, 1970.

Very truly yours,


COUNTY CLERK AND TREASURER

MB/ge

Board of County Commissioners

- OF -

Nye County

STATE OF NEVADA
TONOPAH

January 16, 1970

Hughes Tool Company

c/o A. J. Anderson, Agent

Tonopah, Nevada 89049

YOUR AFFIDAVIT OF LABOR was approved on Patented Mining claims
in the Tonopah Mining District as per attached copy of your affidavit.

79	Claims @ \$500.00	=	Amount Allowed \$39,500.00
1	Claims @ \$416.00	=	Amount Allow \$416.00
1	Claims @ \$20.00	=	Amount Allowed \$20.00
1	Claims @ \$125.00	=	Amount Allow \$125.00
1	Claims @ \$100.00	=	Total Amount Allowed \$100.00

Total Amount Allowed \$ 40,161.00
BOARD OF COUNTY COMMISSIONERS

By

Rena Bailey

TONOPAH TIMES-BONANZA

HUGHES TOOL COMPANY

✓ S. 2154 MIDWAY LODE-PART OF
✓ S. 2179 TRIPLET LODE
✓ S. 2177 GOLDEN ANCHER LODE
✓ S. 3861 BOBTAIL LODE
✓ S. 2400 SAGEBRUSH LODE

✓ S. 2178 BLACK MASCOT LODE
✓ S. 2125 FAVORITE LODE
✓ S. 2169 SILVER STATE LODE
✓ S. 2033 SHOE STRING LODE
✓ S. 2034 DEL MONTE LODE

✓ S. 2031 BELMONT QUARTZ LODE
✓ S. 2712 THANKSGIVING LODE
✓ S. 2712 TESURO LODE
✓ S. 2712 LILLIE BELL LODE
✓ S. 2712 OHIO LODE

Expenditures Re: Patented Clms. 1970

	P.O. #			
1-23-70	0030	U.S. Mach	fence	13,240.00
3-3-70	0106	✓	✓	12,520.00
1-8-70	4021	✓	repair	13.27
1-20-70	4044	✓	new	210.31
3-3-70	4115	✓	repair	42.31
3-6-70	4143	✓	repair	480.00
3-12-70	4165	✓	✓	275.95
4-24	4254	✓	✓	347.24
4-24	4255	✓	fence	1,112.40
5-13	0406	✓	new Ball mill	4,120.00
5-1	4265	✓	new	1479.44
5-13	4294	✓	new	1445.84
7-24	4420	✓	repair	<u>390.55</u>
refurb =	1,549.32			35,677.31
new =	7,255.59			
fence =	<u>26,872.40</u>			
	35,677.31			

EXHIBIT "A"

4093	Jim Crow No. 1	4190	Humming Bird
4093	Jim Crow No. 2	2712	I. O. U.
2075	Little Tonopah	2712	Lillie Bell
2075	Little Tonopah No. 1	4190	Mountain Quail
4188	Miriam	2120	Occidental
4569	Montana	2712	Ohio
4188	Montana Fraction	4190	Owl
4188	North Star	4055	Ruby No. 5
2051	Red Eyed Monster	2033	Shoe String
2075	Sampson	2169	Silver State
2051	San Juan Central	2712	Tesuro
2350	San Sabe	2712	Thanksgiving
2051	Scorpion	4469	Big Stick
4569	Slip	2041	California
2051	Surplus	2047	Colorado
4093	Triangle	2386	Crocker
4093	Umatilla	2054	Halifax No. 2
4569	Venice	3473	Montana
2178	Black Mascot	4469	Moonlight Fraction
3861	Bobtail	2106	Oregon Mine
2021	Buckboard	3473	Porcupine Fraction
2021	Burro	2087	Rambler
2578	Crescent	2386	Salsberry
2021	Desert Queen	4495	South Fraction
2177	Golden Anchor	4469	Taft
2154	Midway	2024	West End
2012	Red Plume		
2400	Sage Brush		
2021	Sand Grass		
2012	Silver Top		
2179	Triplet		
2012	Valley View		
2081	Belmont Quartz		
4190	Blue Jay		
4190	Chicken		
4190	Crow		
034	Del Monte		
4190	Eagle		
2125	Favorite		

Total of 65 Patented Claims

Claim List

03/04/75

*To West
Fence*
FENCING FOR MIZPAH AREA

1. Gate #2 to Gate #10, complete perimeter lower SW side of property 3522 feet. Figure 3600 feet.
2. Gate #2 south past houses to a point to include Silver Top, then west to existing fence and new fencing up to Gate #10. 2755 feet.

If V-shape area can be fenced behind fire station subtract 159 feet from 3600 figure.

86 rolls fencing on hand, 100 feet each.

16 rolls barbed wire.

Approximately 800+ posts

Ample post tops and necessary hardware is in warehouse.

Safety

WOM

R. J. Weege
Minerals Sciences Division
~~XX~~
uop Cor. Mine St. & Red Jacket Rd.
Calumet, Michigan 49913

60000320 (4840)



Mr. D. J. Gribbin
General Manager, Mining
Land Exploration and Mining Division
Summa Corporation
5700-B South Haven
Las Vegas, Nevada 89119

*Snowball*Group No. 3 -- Drilling & etc on ~~OH-Be-Joyful~~ patented claim

Amount spent 3,804.00

" needed 2,310.00

1,494.00 Over assessment work

*Mineral County
Gold Range, Min. Dist**Oh-Be-Joyful*Group No. 9 - Drilling & etc on Patented Claim-~~Snowball~~

Amount Spent 5,355.00

" needed 315.00

5,040.00 over

1,365.00 ~~new claims~~ 3,675.⁰⁰*Mineral Co*Gr. 11 amount spent ~~5,005.00~~" needed ~~2,105.00~~ over*5,005.⁰⁰**2,900. 00*

Gr. 31 amount spent 10,839.00

" needed 3,465.007,374.00 over*2,105.00 over**Nye Co.**Nye*

RECEIVED
SUMMA CORPORATION
MINING DIVISION

Minerals Sciences Division
999 East Touhy Avenue • Des Plaines, Illinois 60018
Telephone 312-391-3461

Please reply: Cor. Mine St. & Red Jacket Rd.
Calumet, Michigan 49913
Telephone: 906/337-1702

APR 28 1975

Copy 16

April 24, 1975

Mr. D. J. Gribbin
General Manager, Mining
Land Exploration and Mining Division
Summa Corporation
5700-B South Haven
Las Vegas, Nevada 89119

Dear Mr. Gribbin:

Dr. Stevens has referred your letter concerning the Tonopah mining district to me. Calumet & Hecla sold the properties and all information in the Tonopah mining district to another company somewhere between five and ten years ago. As a result, we no longer have any information in our files regarding Tonopah. I do not recall the name of the company that purchased the properties but I believe the man in charge was named Leonard Trainor and I believe he lived in Tonopah. I believe that Mr. Trainor has passed away recently.

I personally mapped the mine in about 1958 and as I recall the vein on the 300 level was wide and rich but with increasing depth and laterally along the strike, eventually became very thin or pinched out completely. I believe there was some question as to whether or not the vein had been faulted off but the work that we did did not resolve this problem.

I believe that you can get additional information from the people who worked with Mr. Trainor. Perhaps his widow would know who you might contact.

Sincerely yours,

R. J. Weege

R. J. Weege
Director of Exploration

RJW:dc

uop

Universal Oil Products Company

Copy to
Jay
F. Saunders

gr 16 6000 0320 (4840)
April, 25, 1975

TO: Walt Simmons
FROM: J. W. Santos
SUBJECT: Access -- Belmont 1100 Level

On April 23, 1975, Dave Pruett, Wally Boundy and myself examined portions of the Mizpah, Desert Queen and Belmont workings. Six other persons accompanied us part of the way. Access to the 1100' level of the Belmont (the deepest workings examined) is as follows:

Surface to Mizpah 500 level via Mizpah shaft and hoist; south 50 feet from the Mizpah 500 station to the 503 drift; east 350 feet to the 507 drift; southwest 75 feet on the 507 drift to the 525 crosscut; south 700 feet on the 525 crosscut to the 503 drift; west 250 feet to the Silver Top 501 north crosscut; south 150 feet on the Silver Top 501 north crosscut to the Silver Top 500 station; via vertical ladder to the Silver Top 600 station (at 70 feet down, a 16" timber blocks the ladder, necessitating the use of the counterweight guides for one set); north 330 feet from the Silver Top 600 station on the 600 crosscut to the 605 drift; southeast and east 1200' on the 605 drift to the Desert Queen 708 crosscut (950 feet from the 600 crosscut the Silver Top 605 changes numbering to the Desert Queen 723W) north on the Desert Queen 708 crosscut 630 feet to a square set stope (Mizpah vein?); cross west and continue west 140 feet to the 701 crosscut; south 150 feet on the 701 crosscut to the Desert Queen 700 station; descent via staged ladders to the Desert Queen 1000' station (the 800 and 900 stations are in good condition); north 60 feet, then 500 feet northeast, then easterly 750 feet from the Desert Queen station on the Belmont 1001 crosscut to the 1009 west drift; west 140 feet on the 1009 west drift to the 1056 winze; down (north) the 30° 1056 winze 200' to the 1100 level.

Walt Simmons -- 2

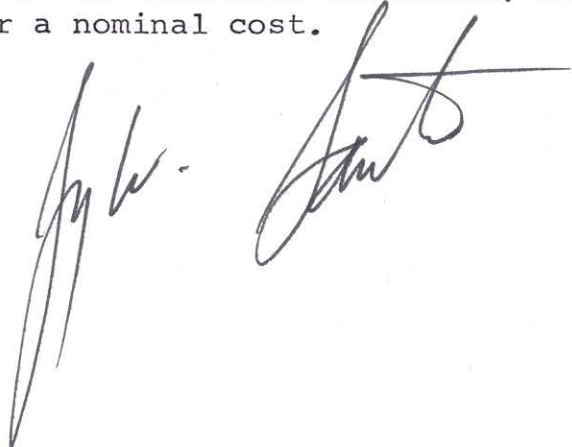
Side trips were made on the 900, 1000 and 1100 levels of the Belmont:

On the 900, from the Silver Top 700 (Belmont 800) via winze to the 900, then to the Belmont 900 station (skip pocket caved but shaft open) a distance of 5000'; On the 1000 from the Desert Queen 1000 to the Belmont shaft (open) a distance of 2200 feet, to the south vein and Occidental vein a distance of 1800 feet; from the the Desert Queen 1000 station, 2500 feet northeast to the Favorite vein area; on the 1100, from the winze to the Belmont shaft 900 feet east (shaft caved, but air up), the north 600 feet to the Shoestring (?) vein.

The workings are in fair to good condition with the exception of the Belmont vein where the fire has burnt all of the timber in the adjoining workings, and soot abounds. The Belmont vein stopes are all caved.

The Desert Queen shaft is in excellent condition, and could be put into service for a nominal cost.

cc: Dave Gribbin
Dave Pruett
Wally Boundy

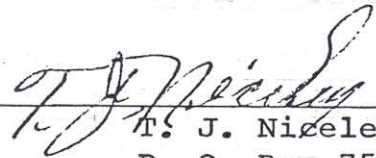


May 16, 1975

Statement to: Summa Corp.
Mining Division
P. O. Box 1126
Tonopah, Nevada 89049

For:


Various personal papers, maps, geological
reports, deeds, patents and letters
concerning the Belmont Mine in Tonopah,
Nye County, Nevada, in which Summa Corp.
has an interest.....\$500.00



T. J. Nizeley
P. O. Box 751
Bishop, California 93514



September 18, 1975

TO: D. J. Gribbin
FROM: Russ Patterson 
SUBJECT: Attachment re Group 16 *

The attached is merely a summary of the problems involved in Group 16.

This memo should be used in conjunction with the escrow file. It is mostly a reminder to myself of action to be taken.

RP:sfm
Attachment

TO: D. J. Gribbin
FROM: Russ Patterson *RDP.*
SUBJECT: Group 16 Title Problems

- (1) Quiet Title Action filed 4/18/68
Leroy David et Ux vs. Tonopah & Goldfield R. R.

This action has not been dismissed at this date (see escrow file).

Query: Why was this not reflected in the title report and title policy? How were these interests ignored? (Found nothing of record to eliminate them. See title company.)

- (2) Re: John Meir Option: Does Title Company have any info in their files? (Escrow in Reno) Found no option of record.
- (3) Does Title Company Escrow or Title files show how Handel interest was eliminated? (See 16-11) Found nothing of record from Handel estate.
- (4) How was agreement of Lease eliminated? The Lease referred to in the Quiet Title action referred to in (1) above. Possible Nicely correspondence can explain this.
- (5) What do escrow closing instructions call for regarding exceptions and reservations? (Probably at 1st American Title in Reno.)
- (6) Is deed ("Surface to 500'") to Tri-State valid due to their relationship in HTC escrow? Was Tri-State owned by 1st American? or? (Check at Carson City). Possibly violates fiduciary relationship. Deed may not have passed title to Tri-State or it may be voidable.

Group 16 Title Problems -- 2

The deed to Tri-State and the reservation in the deed to HTC describes, in part: "The surface to 500 feet...", however, this language is qualified further down in the document as follows: "Grantee covenants and agrees that said property will be used only for commercial and residential purposes and SHALL NOT BE USED FOR ANY MINING PURPOSE..." (underscoring mine).

American Law of Mining 15.22 says in regard to construction of the document: (underscoring mine)

"Useful rules have evolved, from experience, to assist courts in finding intention from the language used and the circumstances surrounding each transaction. These are guides, however, rather than rules of positive law and give way to clear inferences of intent that are found from an examination of the entire instrument, from other instruments by the same parties dealing with the same subject matter and executed as part of the same course of dealing, and from the expressed purpose of the transaction. Subjective and unexpressed intent is not operative and will cast no doubts upon the meaning of clear and unambiguous written expressions. If the intent, manifested by the entire instrument, contemporary instruments and the nature of the transaction is consistent with the writing, the instrument is not ambiguous and cannot be altered by construction even though its language may abrogate a grant or extrinsic evidence would show a contrary meaning. If the intent so manifested is inconsistent with that indicated from the language used, an ambiguity arises and the courts look to the internal relationship of the clauses and to extrinsic evidence of the circumstances surrounding the transaction to find whether the language or the inference of intent should control.

All parts of an instrument are given effect if possible, but some may be given greater weight

than others. Specific provisions, for instance, control over general. Thus the granting clause will usually prevail over the warranty clause with respect to the character of estate granted; operative provisions of an instrument control over recitals and intention clauses may control over granting or other clauses to which they relate. If one clause is out of harmony with the instrument as a whole, and is not essential to the transaction, it may be disregarded as surplusage. But if essential, though clearly erroneous, it must generally be corrected or eliminated by reformation rather than by construction. For construction adds nothing to and takes nothing from a writing; it merely gives meaning to that which is there. Typed or written clauses control over printed provisions and a written provision has been presumed to be closer to the mind of the draftsman than a typewritten one.

If an expression is intrinsically meaningless in context or if an inconsistency exists between general indications of intent and the customary meaning of specific words, the word, phrase or expression is deemed to be ambiguous and must undergo construction to determine the special meaning it had to the parties. In such circumstances the instrument is construed against the party responsible for the choice of expression, usually the grantor, and extrinsic evidence of local usage is given great weight. Where alternative meanings exist, with varying effects, the courts will favor a meaning that makes the instrument fully operative rather than one that would defeat it in whole or in part. They also place considerable reliance upon a construction given the instrument by the parties as shown by their subsequent expressions and conduct."

Query: Assuming that the Tri-State deed is valid does not the language sufficiently show that the intent was to convey (and later reserve) only the surface purely for the use of building and/or subdividing and there was no intention of conveying to Tri-State the underlying mineral estate. Would not then the MINERALS

Group 16 Title Problems -- 4

pass to HTC within the 500' zone with the intent of David being limited to the right for support? I think enough extrinsic evidence exists to show that this was his intent. (I. e., David has had numerous transactions in this area dealing with unimproved and improved lots that had no mining value, yet he used this same reservation in conveyances of such lots. Would this not indicate that his sole concern was for support, possibly because of the requirements of lenders (FHA and VA)?

If this construction can be placed on these deeds then the mineral title probably passed to HTC and WITH IT THE IMPLIED RIGHT TO CAPTURE SAID MINERALS. (The California courts have ruled that a conveyance of a mineral interest carries the implied right to capture said minerals unless specifically stated to the contrary).

I think that the wording in the reservation..."shall not be used for mining purposes..." applies only to Tri-State's estate and not to HTC due to the fact that no such restriction was placed in the deed to HTC...only a reference to the Tri-State deed in the reservation clause.

Using the above reasoning it would appear to me that the only thing that Tri-State has below the surface is the right to support down to a depth of 500' and that Summa has the implied right to capture minerals as long as it provides such support. If this is the case, CAN WE NOT FILE A SUIT FOR REFORMATION OF THE DEEDS? American Law of Mining 21.13 et seq. says, in part: (underscoring mine)

"Since separate ownerships are the result of prior divisions, it would appear that the right to support might be explained as an implied easement. For example, "that which...can be reasonably considered to have (been) granted, is the surface land, and such measure of support subjacent, as was necessary for the surface of the land, in its condition at the time of the

Group 16 Title Problems -- 5

grant, or in the state, for the purpose of putting it into which, the grant was made." Several other cases likewise refer to it either as an implied servitude, easement or covenant, but these may be looked upon merely as occasional exceptions to the general rule.

A typical statement of that rule is as follows: "The right of support is absolute, a substantive part of the mass of rights constituting ownership? It is not an incident of ownership nor an easement." Consequently, it is not affected by the rule that grants are to be construed in favor of the grantee, and it is clearly within the constitutional protections of property.

The judicial development of the right of support into an independent type of real property has gone farthest in Pennsylvania, where it is said that "three estates may exist in land, the surface, the coal and the right of support, and...each of these may be vested in different persons at the same time." Of course, when this estate (the right of support has been acquired by the miner, it means that he owes the duty to no one, and he is granted constitutional protection against legislative deprivation of this property by an exercise of the police power, though it may be condemned. Another consequence is that two of the "estates," i.e., the surface and the right of support, may be acquired by adverse possession, even though there is no interference with the coal.

...The right to subjacent support is absolute, and therefore it is no defense that the mineral is more valuable than the surface or that the mining operations were conducted with due care and skill or according to custom or even in the most approved manner. It has been further held that this absolute duty cannot

be escaped by delegating it to a lessee, even though the lessor retains no control or direction of the operation; a fortiori, if he does.

The right to subjacent support is usually state with reference to the support of the surface. It has been said of the word "surface" that it "may mean either the mere superficial or geometrical surface (protected) against strip mining), the part of the soil used for agricultural purposes, or all of the strata except the minerals.

The natural duty of support, whether subjacent or lateral, is owed only to the land in its natural state, and so cannot be affected by the erection of buildings. Yet there is one case in which it is held that the lower miner owed a natural duty to support the stratum of an upper mine which had been weakened by the operations of the upper miner.

There is, of course, liability for removing support which causes already weakened surface support to fail.

§ 21.14 WAIVER. The right to support may be defined by grant or by contract, or may be waived. It is almost always said that the waiver must be so clear as to leave no doubt, but from the large number of litigated cases it would seem that doubt itself may be a doubtful quantity.

It has been asserted that the mere creation of a mineral interest constitutes a waiver because the owner of the mineral is entitled to remove all of it, and therefore by necessary implication has an incidental immunity from liability for the resulting subsidence of the surface. No case has gone so far (except where the very nature of the deposit and the local practice justify open pit mining), and only in West Virginia has it been held that if in addition to the grant or reservation of all the mineral there is expressly given the right to remove all of it, then there is a waiver of support.

In all other jurisdictions where the matter has been litigated, a more explicit waiver is required, and it is noted that the duty to support does not deprive the miner of any of his coal nor of his right to remove it, but rather requires that natural support, if removed, must be replaced by artificial support. This economically unrealistic rationalization is a sufficient answer to the equally unrealistic emphasis upon the literal meaning of "all."

There is another thing here which should be checked with our attorneys and that is American Law of Mining 21.17 which says: "Another method of paying for immunity from liability for damage to the surface is afforded by a statute which authorizes the miner to condemn surface rights". (What statute?)

In reading Marty Verhoef's memo to Glen Robertson, under date of 7-15-74, I find myself agreeing with some of it but not all of it. I think that we have three estates here instead of two, i.e., HTC acquired the minerals to the entire sub-surface; Tri-State acquired only the surface; and the right of subjacent support. I think this can be shown by extrinsic evidence due to the fact that David was involved in negotiations with John Meir at the time of the deed to Tri-State. He was undoubtedly aware that the entire reason for the purchase by HTC was for mining purposes (do we not have "clear inference of intent" as referred to in Am. Law of Mining 15.22, as set forth supra?)

At any rate the whole thing comes down to two questions:

1. Can we have the Tri-State deed adjudged void and or
2. Can we have a suit for reformation of the deed(s) based on the fact that they are ambiguous in their language? This will have to be explored in depth by our attorneys. It doesn't appear that Verhoef considered the qualifying language in the Tri-State deed when he wrote in his opinion about extrinsic evidence and ambiguous language in a deed.

Group 16 Title Problems -- 8

I did notice the fact that the "option" to John Meir from Clarence Hall is supposedly dated prior to the deed to Tri-State Realty. I will explore this with our attorneys.

- (7) (See 16-6 our escrow file) Try to get copy of "Exercise of Option" referred to.
- (8) Escrow instructions called for approval by Foley of the deed to HTC. Was such approval given? (See our escrow file 16-10.)
- (9) Try to eliminate the two leases referred to in Title Policy items 11 and 12. (Note: the "Nicely Papers" may help here.)
- (10) Item 14 of title policy should be deleted -- Schwinn now deceased.
- (11) Delete Item 16 of title policy -- Patent was recorded in 1909 at Book 22, page 206.
- (12) The exception in the title policy, pages 9 and 10, referring to "Tracts A, B, C, and D" will be amended as soon as we complete escrow with Ed Connolly (see file "Verdi Lumber Co.).
- (13) As to Red Plume what portion affected by Philbrick map of Tonopah -- see exception page 11 of title policy -- need map which was officially adopted by commissioners. (Checked this out -- see later comments.)
- (14) Same as above -- page 12 of policy.

Group 16 Title Problems -- 9

I did notice the fact that the "option to John Meir" is supposedly dated prior to the deed to Tri-State. If this could be proven I think we may have something here that could be used to void the Tri-State deed. (This is "iffy", though, due to the fact that the "option" is not of record.)

- (15) Regarding the portion of the Red Plume claim shown on the title map as Parcel G & G-1 are shown as an exception in the title policy at page 12:

This parcel was conveyed to Tri-State Realty and subsequently to Leroy David by two deeds each containing an erroneous description in that it does not close. -- The error apparently being a typographical error in the line describing "Corner No. 3": it says 1182 feet where apparently it should have said 11.82 feet. However, even using the 11.82 figure, the description still doesn't seem to close when plotted out. Did any title pass here? Probably David could show enough intent to successfully conclude an action to reform this deed, however this could be expensive for him. This may induce him to be cooperative in other negotiations if we offered to exchange deeds with him to correct this problem. (Discuss this with Mr. Gribbin.)

- (16) In the exception from the Red Plume at page 12 of the title policy referring to "Surface Rights": this should be corrected in that the only map affecting the Red Plume is the "Gayhart" map (not "Gary Hart") as stated in the policy. Also reference to the Philbrick map and the Richardson map should be omitted as they do not affect the Red Plume.

- (17) As to the Midway Claim: we have an error in the description from corner No. 2 to corner No. 3 in that a distance of 29.57 feet was used in error. -- The distance should be 290.57 feet (check with attorney -- will we have to file suit to correct this? possibly we can negotiate correction deed.)

Group 16 Title Problems -- 10

- (18) Page 13 of title policy refers to an exception in deed to T & G R.R.: recorded at Book 4, page 453 and recites, "further excepting from the Midway Claim". This deed does not convey any portion of the Midway. (Check this with Title Company. It should be corrected.)
- (19) Re the exception at the last paragraph at pages 15, 16, and 17 of title policy. A check of the deeds referred to shows this to be an exchange of extra-lateral rights. Later documents may serve to merge the title and may serve to eliminate the exception. (See title company and discuss.)
- (20) At page 17 of title policy reference is made in the last paragraph to conveyances "described on pages 9 through 25 hereof". (This doesn't make sense -- check title company to see what they mean.)
- (21) Each of the exceptions contained in the title policy need to be surveyed then the title to each checked to determine the mineral ownership and how the surface title was acquired. If surface was acquired by adverse possession or by possery rights, which title could be perfected by quiet title proceedings, then the danger exists that any mineral interest held by Summa underlying these parcels could be taken by the surface owners by adverse possession. I think that the best way to handle this is as follows:
1. Survey each parcel.
 2. Run complete title search to determine extent of threat to underlying mineral title.
 3. Negotiate with owner to give them a deed to surface wherein Summa reserves the underlying minerals.
 4. On the ones that the surface owner refuses to negotiate then a quiet title action may be needed to protect the mineral title.

Each of the above parcels will have to be handled on an individual basis due to the various ways that title could have evolved. I believe there are about 50 of these parcels.

Group 16 Title Problems -- 11

I have done some preliminary title work on most of these but need the surveys on some of them before I can proceed further.

- (22) We also have a major problem with off-record possessory rights of "squatters". There are scattered over several of the Group 16 claims small houses and cabins. Some occupied and some are not. The danger here is the same as set forth in paragraph (21) above.

I think the way to handle this is:

- (a) determine which of these structures encroach on Summa claims. This could be done by a physical inspection of the claims in the company of a surveyor.
 - (b) Where there appears to be an encroachment then a survey should be made.
 - (c) On the ones that are found to be occupied then an attempt to deed the surface with appropriate mineral reservation to the "squatter" should be made. (Check with attorney -- this may require quiet title instead.)
 - (d) On the ones that are not occupied an attempt should be made to try to determine when they were last occupied and the taxes checked to see when they were last paid. If it appears that there is no danger of possessory interest by a stranger to the title, then I think the building should be torn down immediately. Where there is a possibility of possessory rights then probably quiet title action may be needed. (Discuss all of the above with attorney.)
- (23) I have done extensive preliminary research on the properties referred to in (21) and (22) above but have not set it forth here due to the volume of the research and the fact that I am not at the point where conclusive

Group 16 Title Problems -- 12

statements can be made as to each individual parcel concerned. All of the problems set forth in this memo will have to be discussed with and coordinated through you, Summa's attorneys, the title company and myself. At the time of such discussions, it should be determined whose area of responsibility each problem lies within. I can then act as liason between the various persons involved.

- (24) As to the Connolly-Verdi Lumber Co. parcel -- this is in escrow and should be cleared up within a matter of days. This is being handled as a separate problem.
- (25) Finally, title to approximately 145 lots lying in the town of Tonopah should be checked to determine the possibility of the title to such lots, extending to the mineral title through adverse possession, tax titles, etc. Little has been done on this so far. I did find that in various deeds of record that most if not all of these lots are subject to the following reservation in part which may be all the protection needed unless something is of record to destroy the reservation (discuss this with attorney):

"The first party, its successors and assigns, reserves all rock, earth and mineral below said surface ground, together with all rights of way for tunnel and other underground workings beneath said surface ground, all all minerals now known to exist or which may hereafter be found upon or beneath the surface conveyed by this deed and the right to mine, extract and carry away the same without any liability whatever for any damage or injury caused the surface improvements by reason thereof.

"The first party, its successors and assigns, futher reserves the right of way over said premises hereby conveyed for any and all mains, or pipe lines for the transmission of water, gas or sewer, and the

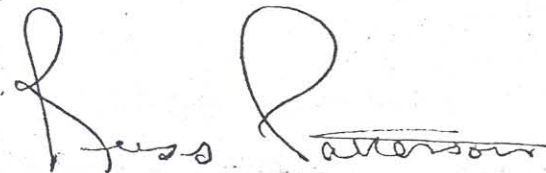
right of way for the erection of poles, or other instrumentalities for the transmission of electric power, telephone and telegraph lines, provided, however, that no injury is caused by said pipe lines or electric lines, to structures upon said premises without reasonable compensation therefor.

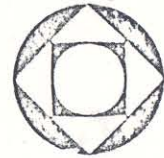
"In consideration of the foregoing, the party of the second part agrees to hold the first party harmless from any and all liability for damages caused to said premises which might result from the prosecution of mining operations upon said lode mining location.

"It is further mutually agreed by and between the parties hereto that the first party shall have the right to acquire possession of said surface ground, or any portion thereof, at any time in the future when it shall appear that such surface ground is, in the judgment of said Company, its officers or agents, necessary and essential to the prosecution of mining operations upon said mining claim, or any part thereof, or necessary and essential to any purpose incidental to the prosecution of such operations, in the manner following, that is to say, to pay the second party the reasonable value of said surface ground, together with the reasonable value of all improvements thereon at the time of such purchase, such value to be determined by a Board of Appraisers, as follows, viz: The party of the first part shall by a written or printed notice left upon the premises or served upon the owner thereof, give notice that it desires to acquire the surface herein before

Group 16 Title Problems -- 14

described and that within ten days appraisers shall be appointed to value the same, three of whom shall be appointed by the party of the first part and three by the party of the second part, and the six thus chosen shall appoint a seventh, and the seven so selected shall constitute a Board of Appraisers, to appraise the reasonable value of said surface ground and the improvements thereon and if the party of the first part within such ten days after said notice shall have appointed three appraisers, the appraisers appointed by the party of the first part shall then appoint three additional appraisers with like effect as though the last mentioned three appraisers had been appointed, and with the same power and authority in the matter as though they had been appointed by the party of the second part and the party of the second part agrees to accept and be bound by the action of the said Board of Appraisers chosen as above set forth."

The block contains two handwritten signatures. The first signature, on the left, is written in cursive and appears to read 'Russ'. The second signature, on the right, is also in cursive and appears to read 'Peterson'. Both signatures are written in dark ink on a light-colored, slightly textured paper.



summa

GH-5-76-108

Internal Communication

Date: May 3, 1976

To: Paul G. Reeve

From: Gerald W. Hall. *Just*Subject: Ownership of Mining Claims in the Tonopah Mining District
Group 16

A search of the records of the Nye County, Nevada Recorders Office indicates the ownership of the mining claims of Group 16, in the Tonopah Mining District to be as follows: The first three pages indicate current ownership. The remaining 14 pages detail the chain of title as it appears on record.

GWH:ln

16-L-1.6
recd. 5-10-76

GROUP 16 TITLE REPORT - ADDITIONAL STATISTICS

To Accompany Gerald Hall's memo to Paul G. Reeve
Dated May 3, 1976, #GH-5-76-108

(1) Owned by Hughes Tool Co.

Buckboard	#2012
Burro	#2012
Silver Top	#2012
Valley View	#2012
Midway	#2154
Crescent	#2578
Bobtail	#4151

(2) Owned by Hughes Tool Co. w/500' Res.

Red Plume	#2012
Sand Grass	#2012

(3) Owned by Hughes Tool Co. w/500' Res.
& Subject to 99 Year Lease

Desert Queen	#2012
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(4) Owned by Hughes Tool Co.
Subject to 99 Year Lease

Mizpah	#2012
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(5) Thought to be Owned by Hughes Tool Co., But Not

Black Mascot	#2178
Golden Anchor	#2177
Sage Brush	#2400
Triplet	#2179
Bobtail	#3861

Gerald W. Hall
May 11, 1976

EWHA

BLACK MASCOT #2178 SUMMARY:..... Refer to pages 4 & 5 for detail.

Vesting: Golden Anchor Mining Company - 5/6th interest
Tonopah Extension Mines, Inc. - 1/6th interest with 24 month option to
J. R. Keighly from 8-16-74.

Note: There is no instrument of conveyance of Record into Tonopah Mining Company of Nevada, which was the original instrument beginning Chain of Title into Hughes Tool Company.

GOLDEN ANCHOR #2177 SUMMARY:..... Refer to pages 6 & 7 for detail.

Vesting: Golden Anchor Mining Company - 100%

Note: The Sheriff's Deed 21/78 did not describe the Golden Anchor Claim #2177, which was the instrument that would have begun the Chain of Title into Tonopah Extension Mines, Inc.

Note: There is no instrument of conveyance of Record into Tonopah Mining Company of Nevada, which was the instrument needed to begin the Chain of Title into Hughes Tool Company.

Note: There is a 24 month option to J. R. Keighly dated 8-16-74.

SAGE BRUSH #2400 SUMMARY:..... Refer to page 8 for detail.

Vesting: Tonopah Extension Mines, Inc. - 100% with 24 month option from 8-16-74
to J. R. Keighly.

Note: There is no instrument of conveyance of Record into Tonopah Mining Company of Nevada, which was the instrument needed to begin the Chain of Title into Hughes Tool Company.

TRIPLET #2179 SUMMARY:..... Refer to pages 9 & 10 for detail.

Vesting: Golden Anchor Mining Company - 5/6th interest.
Tonopah Extension Mines, Inc. - 1/6th interest with 24 month option to
J. R. Keighly from 8-16-74.

Note: There is no instrument of conveyance of Record into Tonopah Mining Company of Nevada, which is the instrument required to begin the Chain of Title into Hughes Tool Company.

BUCKBOARD #2012 SUMMARY:..... Refer to page 11 for detail.

Vesting: Hughes Tool Company - 100%

BURRO #2012 SUMMARY:..... Refer to page 11 for detail.

Vesting: Hughes Tool Company - 100%

DESERT QUEEN #2012 SUMMARY:..... Refer to page 12 for detail.

Vesting: Hughes Tool Company - 100% subject to note as follows:

Note: Lease dated 3-27-41, recorded 41/133 for 99 years; presently owned by Nevada Minerals and Oil Company. Conveyance of Surface Rights to a depth of 500 feet excepting all minerals and rights to mine, recorded 116/345, from David and Barbarich to Tri-State Realty and reconveyed the same, recorded 153/488, from Tri-State Realty to David and Barbarich.

MIZPAH #2012 SUMMARY:..... Refer to page 13 for detail.

Vesting: Hughes Tool Company - 100% subject to note as follows:

Note: Lease dated 3-27-41, recorded 41/133 for 99 years; presently owned by Nevada Minerals and Oil Company.

RED PLUME #2012 SUMMARY:..... Refer to page 13 for detail.

Vesting: Hughes Tool Company - 100% subject to note as follows:

Note: Conveyance of Surface Rights to a depth of 500 feet excepting all minerals and rights to mine, recorded 116/345 from David and Barbarich to Tri-State Realty and reconveyed the same, recorded 153/488, from Tri-State Realty to David and Barbarich.

SAND GRASS #2012 SUMMARY:..... Refer to page 14 for detail.

Vesting: Hughes Tool Company - 100% subject to note as follows:

Note: Conveyance of Surface Rights to a depth of 500 feet excepting all minerals and rights to mine, recorded 116/345 from David and Barbarich to Tri-State Realty and reconveyed the same, recorded 153/488, from Tri-State Realty to David and Barbarich.

SILVER TOP #2012 SUMMARY: Refer to page 14 for detail.

Vesting: Hughes Tool Company - 100%

VALLEY VIEW #2012 SUMMARY: Refer to page 15 for detail.

Vesting: Hughes Tool Company - 100%

MIDWAY #2154 SUMMARY: Refer to page 15 for detail.

Vesting: Hughes Tool Company - 100%

CRESCENT #2578 SUMMARY: Refer to page 15 for detail.

Vesting: Hughes Tool Company - 100%

BOBTAIL #3861 SUMMARY: Refer to page 16 for detail.

Vesting: Tonopah Extension Mines, Inc. - 100%

Note: Twenty-four (24) month option from 8-16-74 to J. R. Keighly.

BOBTAIL #4151 SUMMARY: Refer to page 17 for detail.

Vesting: Summa Corporation - 100%

BLACK MASCOT #2178

Patent No. 43697 - U.S.A. to Golden Anchor Mining Company - 5/6th interest and
Charles A. Clinton - 1/6th interest.

Sheriff's Deed, 21/78 Sheriff, J.J. Owens, to Key Pittman.

Note: Instrument of conveyance did not describe Black Mascot.

No Title to Golden Anchor Mining Company - 5/6th interest.

G.B.S. Deed, 29/473 C. A. Clinton to Tonopah Merger Mining Company - 1/6th interest.

G.B.S. Deed, 23/266 Key Pittman to Tonopah Merger Mining Company.

Note: No Title.

G.B.S. Deed, 32/39 Tonopah Merger Mining Company to Tonopah Extension Mining Co.

Note: Conveyed 1/6th interest as in 29/473 above.

Decree of Foreclosure Sale, 42/245 Tonopah Extension Mining Co., John G. Kirchner, receiver to
Thomas F. Cole.

Note: Conveyed 1/6th interest as in 29/473 above.

G.B.S. Deed, 42/270 Thomas F. Cole to Tonopah Extension Mining Co.

Note: Conveyed only 1/6th interest as in 29/473 above.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

Note: There is no instrument of conveyance of Record into
Tonopah Mining Co. of Nevada. No Title.

Q.C. Deed, 55/511 Tonopah Extension Mines, Inc. to Paul E. Watterson.

Note: Conveyed only 1/6th interest as in 29/473 above.

Also Note: Name change from Tonopah Extension Mining Co. to
Tonopah Extension Mines, Inc.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

Note: No Title, as in 39/245 above.

Q.C. Deed, 104/32 Paul E. Watterson to Discoveries Corp. Ltd.

Note: Conveyed only 1/6th interest as in 29/473 above.

Q.C. Deed, 111/277 Discoveries Corp. Ltd. to Sierra La Platta Mining Co.

Note: Conveyed only 1/6th interest as in 29/473 above.

Black Mascot #2178 - Continued

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

Note: No Title conveyed as in 39/245 above.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

Note: No Title as in 39/245 above.

Trustee's Deed,
138/402

T.I.&T. Co. to Tonopah Extension Mines, Inc.

Note: Conveyed only 1/6th interest as in 29/473 above.

GOLDEN ANCHOR #2177Patent No. 43539 - U.S.A. to Golden Anchor Mining Company.

Note: There is no instrument of conveyance of Record out of Golden Anchor Mining Co.

Sheriff's Deed, 21/78 Sheriff, J.J. Owens, to Key Pittman.

Note: This instrument did not describe Golden Anchor claim.
No Title.

G.B.S. Deed, 23/266 Key Pittman to Tonopah Merger Mining Co.

Note: No Title as in 21/78 above.

G.B.S. Deed, 32/39 Tonopah Merger Mining Co. to Tonopah Extension Mining Co.

Note: No Title as in 21/78 above.

Decree of Foreclosure Sale, 42/245 Tonopah Extension Mining Co., John G. Kirchner, receiver, to Thomas F. Cole.

Note: No Title as in 21/78 above.

G.B.S. Deed, 42/270 Thomas F. Cole to Tonopah Extension Mines, Inc.

Note: Thomas F. Cole had no Title as in 21/78 above.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

Note: No instruments of conveyance of Record into Tonopah Mining Co. of Nevada. No Title.

Q.C. Deed, 55/511 Tonopah Extension Mines, Inc. to Paul E. Watterson.

Note: Tonopah Extension Mines, Inc. had no Title as in 21/78 above.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

Note: LeRoy David had no Title as in 39/245 above.

Q.C. Deed, 104/32 Paul E. Watterson to Discoveries Corp. Ltd.

Note: Paul E. Watterson had no Title as in 21/78 above.

Q.C. Deed, 111/277 Discoveries Corp. Ltd. to Sierra La Platta Mining Co.

Note: Discoveries Corp. Ltd. had no Title as in 21/78 above.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

Note: David and Barbarich had no Title as in 39/245 above.

Golden Anchor #2177 - Continued

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

Note: Clarence Hall had no Title as in 39/245 above.

Trustee's Deed,
138/402

T.I. & T. Co. to Tonopah Extension Mines, Inc.

Note: T.I. & T. Co had no Title as in 21/78 above.

Agreement, 175/247

Tonopah Extension Mines, Inc. to J. R. Keighly with 24 month
option from 8-16-74.

Note: Tonopah Extension Mines, Inc. had no Title as in
21/78 above.

SAGE BRUSH #2400Patent No. 46437 - U.S.A. to Little Tonopah Development Company.

G.B.S. Deed, 24/408 Little Tonopah Development Co. to Tonopah Mines Corp.

G.B.S. Deed, 30/115 Tonopah Mines Corp. to Tonopah Victor Mining Co.

B.G.S. Deed, 32/49 Tonopah Victor Mining Co. to Tonopah Extension Mining Co.

Decree of Foreclosure Sale, 42/245 Tonopah Extension Mining Co., John G. Kirchner, receiver,
to Thomas F. Cole.

G.B.S. Deed, 42/270 Thomas F. Cole to Tonopah Extension Mines, Inc.

Note: Name change from Tonopah Extension Mining Co. to
Tonopah Extension Mines, Inc. There is nothing of
Record concerning this matter.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

Note: There is no instrument of conveyance of Record into
Tonopah Mining Co. of Nevada.

Q.C. Deed, 55/511 Tonopah Extension Mines, Inc. to Paul E. Watterson.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

Note: There is no Title as in 39/245 above.

Q.C. Deed, 104/32 Paul E. Watterson to Discoveries Corp. Ltd.

Q.C. Deed, 111/277 Discoveries Corp. Ltd. to Sierra La Platta Mining Co.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

Note: There is no Title as in 39/245 above.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

Note: There is no Title as in 39/245 above.Trustee's Deed,
138/402 T.I.&T. Co. to Tonopah Extension Mines, Inc.

Agreement, 175/247 Tonopah Extension Mines, Inc. to J. R. Keighly.

Note: Twenty-four (24) month option from 8-16-74.

TRIPLET #2179

Patent No. 43698 - U.S.A. to Golden Anchor Mining Company and C. A. Clinton.

Sheriff's Deed, 21/78 Sheriff, J.J. Owens, to Key Pittman.

Note: Deed did not describe Triplet. No Title to 5/6th interest conveyed.

G.B.S. Deed, 23/266 Key Pittman to Tonopah Merger Mining Co.

Note: Deed described Triplet but Key Pittman did not have Title to 5/6th interest as in 21/78 above.

G.B.S. Deed, 29/473 C. A. Clinton to Tonopah Merger Mining Co.

Note: Conveyed Clinton 1/6th interest as in Patent.

G.B.S. Deed, 32/39 Tonopah Merger Mining Co. to Tonopah Extension Mining Co.

Note: Conveyed only the 1/6th interest as in 29/473 above.

Decree of Foreclosure Sale, 42/245 Tonopah Extension Mining Co., John G. Kirchner, receiver, to Thomas F. Cole.

Note: Conveyed only the 1/6th interest as in 29/473 above.

G.B.S. Deed, 42/270 Thomas F. Cole to Tonopah Extension Mines, Inc.

Note: Conveyed only the 1/6th interest as in 29/473 above.

G.B.S. Deed, 39/245 Tonopah Mining Co of Nevada to LeRoy David.

Note: There is no instrument of conveyance of Record into Tonopah Mining Co. of Nevada. No Title.

Q.C. Deed, 55/511 Tonopah Extension Mines, Inc. to Paul E. Watterson.

Note: Conveyed only the 1/6th interest as in 29/473 above.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

Note: There is no Title as in 39/245 above.

Q.C. Deed, 104/32 Paul E. Watterson to Discoveries Corp. Ltd.

Note: Conveyed only the 1/6th interest as in 29/473 above.

Q.C. Deed, 111/277 Discoveries Corp. Ltd. to Sierra La Platta Mining Co.

Note: Conveyed only the 1/6th interest as in 29/473 above.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

Note: There is no Title as in 39/245 above.

Triplet #2179 - Continued

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company

Note: There is no Title as in 39/245 above.

Trustee's Deed,
138/402

T.I. & T. Co. to Tonopah Extension Mines, Inc.

Note: Conveyed only the 1/6th interest as in 29/473 above.

Agreement, 175/247

Tonopah Extension Mines, Inc. to J. R. Keighly.

Note: Twenty-four (24) month option from 8-16-74.

BUCKBOARD #2012

Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company

BURRO #2012

Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company

DESERT QUEEN #2012Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

- Lease Agreement, 40/504 Tonopah Mining Co. of Nevada to Tonopah Belmont Development Co.
Note: Lease dated 3-27-41 for 99 years. Presently owned by Nevada Minerals and Oil Co., 41/133.
- G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.
- G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.
- G.B.S. Deed, 116/345 LeRoy David and Leona and Nick Barbarich to Tri-State Realty.
Note: Conveyed Surface Rights to a depth of 500 feet excepting all minerals and rights to mine.
- G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.
Note: Subject to provisions in 116/345 above.
- G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.
Note: Subject to provisions in 116/345 above.
- G.B.S. Deed, 153/488 Tri-State Realty to LeRoy David and Leona and Nick Barbarich.
Note: Reconveyed Surface Rights to a depth of 500 feet excepting all minerals and rights to mine as in 116/345 above.

MIZPAH #2012

Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

Lease Agreement,
40/504

Tonopah Mining Co. of Nevada to Tonopah Belmont Development Co.

Note: Lease dated 3-27-41 for 99 years. Presently owned by
Nevada Minerals and Oil Co., 41/133.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

RED PLUME #2012

Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/345 LeRoy David and Leona and Nick Barbarich to Tri-State Realty.

Note: Conveyed Surface Rights to a depth of 500 feet excluding
all mineral rights and mining rights..

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

G.B.S. Deed, 153/488 Tri-State Realty to LeRoy David and Leona and Nick Barbarich.

Note: Reconveyed Surface Rights to a depth of 500 feet
excluding all mineral rights and mining rights as in
116/345 above.

SAND GRASS #2012

Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/345 LeRoy David and Leona and Nick Barbarich to Tri-State Realty.

Note: Conveyed Surface Rights to a depth of 500 feet excluding all mineral rights and mining rights.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

G.B.S. Deed, 153/488 Tri-State Realty to LeRoy David and Leona and Nick Barbarich.

Note: Reconveyed Surface Rights to a depth of 500 excluding all mineral rights and mining rights as in 116/345 above.

SILVER TOP #2012

Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

VALLEY VIEW #2012

Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

MIDWAY #2154

Patent No. 60861 - U.S.A. to Tonopah Midway Mining Company

G.B.S. Deed, 27/596 Tonopah Midway Mining Co. to Tonopah Mining Co. of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

CRESCENT #2578

Patent No. 45386 - U.S.A. to Jim Butler-Tonopah Mining Company of Nevada.

G.B.S. Deed, 16/466 Jim Butler-Tonopah Mining Co. of Nevada to Tonopah Mining Co. of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

BOBTAIL #3861Patent No. 250173 - U.S.A. to Key Pittman.

- G.B.S. Deed, 29/44 Key Pittman to Tonopah Merger Mining Co.
- G.B.S. Deed, 32/39 Tonopah Merger Mining Co. to Tonopah Extension Mining Co.
- Decree of Foreclosure Tonopah Extension Mining Co., John G. Kirchner, receiver,
Sale, 42/245 to Thomas F. Cole.
- G.B.S. Deed, 42/270 Thomas F. Cole to Tonopah Extension Mining Co.
- G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.
Note: There is no instrument of conveyance of Record into
Tonopah Mining Co. of Nevada. No Title.
- Q.C. Deed, 55/511 Tonopah Extension Mines, Inc. to Paul E. Watterson.
- G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.
Note: No Title as in 39/245 above.
- Q.C. Deed, 104/32 Paul E. Watterson to Discoveries Corp. Ltd.
- Q.C. Deed, 111/277 Discoveries Corp. Ltd. to Sierra La Platta Mining Co.
- G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.
Note: No Title as in 39/245 above.
- G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.
Note: No Title as in 39/245 above.
- Trustee's Deed, T.I.&T. Co. to Tonopah Extension Mines, Inc.
138/402
- Agreement, 175/247 Tonopah Extension Mines, Inc. to J. R. Keighly.
Note: Twenty-four (24) month option from 8-16-74.

BOBTAIL #4151

Patent No. 799688 - U.S.A. to Tonopah Merger Mining Company.

Tax Deed, 122/423 Rena Bailey to Dennis Hill.

Q.C. Deed, 148/389 Dennis Hill to Ranchers Equipment and Supply Co.

Q.C. Deed, 176/239 Ranchers Equipment and Supply Co. to Summa Corporation.

Re: Verdi Lumber Company

7/18/75

Telephone call from Mr. Edward L. Connolly

Business: 786-1575

Home: 747-3610

Mailing Address: 810 Ruby Avenue
Reno, Nevada 89503

He wishes title to be held as follows with the following instructions given to escrow:

Purchaser: James E. Colvin Tel. 482-3487
General Delivery
Tonopah, Nevada 89049

Price in escrow instructions: \$23,000

Down payment: 4,000

Monthly payment: 400
with 6% carried by Connolly on unpaid balance.

Cost of escrow and insurance to be born equally
between purchaser and seller.

Colvin is moving in before instructions delivered.

Connolly wants a copy of instructions to go to Colvin and
also one for himself.

Susie



summa

Internal Communication

Date: July 22, 1975
To: Dave Gribbin
From: Russ Patterson
Subject: Verdi Lumber Company -- Sand Grass, Triplett
and Golden Anchor Claims in Group 16

I have had had several meetings with Mr. Ed Connolly on the problem of the overlap and title problem existing here. During the title check on this property I found reference in a Decree of Distribution disclosing an off-record contract of sale to one Alexander Waller (now deceased). This contract further complicated the problem.

During the course of my meetings with Mr. Connolly, we came up with the following proposal:

1. Mr. Connolly will convey to Summa by Quitclaim Deed all right title and interest held by him in the 3 subject claims and to the Verdi Lumber Co. as described in his original deed. This will take Connolly out of title to everything including minerals as to these claims.
2. The Waller Estate has agreed to execute a Quitclaim to Connolly upon payment of \$5,000 by Connolly. This deed to contain a recital that its purpose is to cancel and rescind the off-record sales contract.
3. Summa will then execute a Quitclaim Deed to Connolly. This deed to RESERVE ALL MINERALS to Summa.

The description to be used in this deed is to be drawn by me using a survey done by Wally Boundy. It is critical that the Casselli Survey is not used in order to avoid further hiatus or overlaps. The description is to except the portion embracing the Union Oil Co. bulk plant.

mf

Russ Patterson to Dave Gribbin
July 22, 1975
Page 2

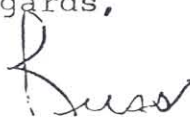
4. An excrow is to be initiated at First American Title Company in Las Vegas to accomplish this transaction. ALL costs to be borne by Connolly.

Note (A): At the time of the successful completion of the escrow, Sam Lionel should then be instructed to have dismissed the civil action which was filed June 24, 1974, Case No. A127708 in Clark County District Court.

Note (B): At the conclusion of this transaction we will then be in a position to go ahead with the exchange with Jim Larson (Boundary to Connolly parcel) for the Manhattan lots owned by Larson.

Upon your approval I will proceed to open the escrow and follow through to its conclusion.

Regards,

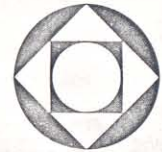


RP:sfm

Russell Patterson

Dist: Group 16 file





summa

Walk

Internal Communication

Date: July 23, 1975
To: Francis Fillerup
From: Dave Gribbin
Subject: Connolly Property -- Tonopah

The attached concerns a title problem on Summa Corporation property (Group 16) located in Tonopah.

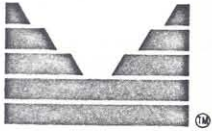
The Connolly property was lost in past years to the mining claim owners (currently Summa) as a result of adverse possession by squatters. Under these conditions, the squatters earn both surface and mineral rights. Connolly wishes to sell the property but he has no clear title. He may acquire title by quitclaim from the owner of record or through court action.

The attached deal was worked out between Connolly and Russ Patterson. It is acceptable because it returns the mineral rights to Summa on property on which Summa never owned such rights. And at no cost to Summa.

As for the Jim Larson deal, we will present that at a later date.

In view of the fact that this "deal" will result in all gain and no loss for Summa Corporation, your agreeing to our proceeding toward its culmination at the earliest possible time will be greatly appreciated.

DJG:sfm



**Land Exploration
and Mining Division**

Post Office Box 1126
Tonopah Nevada 89049
702 482 3584

6000 0320 (4240)
A Division of
Summa Corporation

Tonopah - Verdi Lumber

August 14, 1975

First American Title Co. of Nevada
304 Carson Avenue
Las Vegas, Nevada 89101

Att: Miss N. Wilson

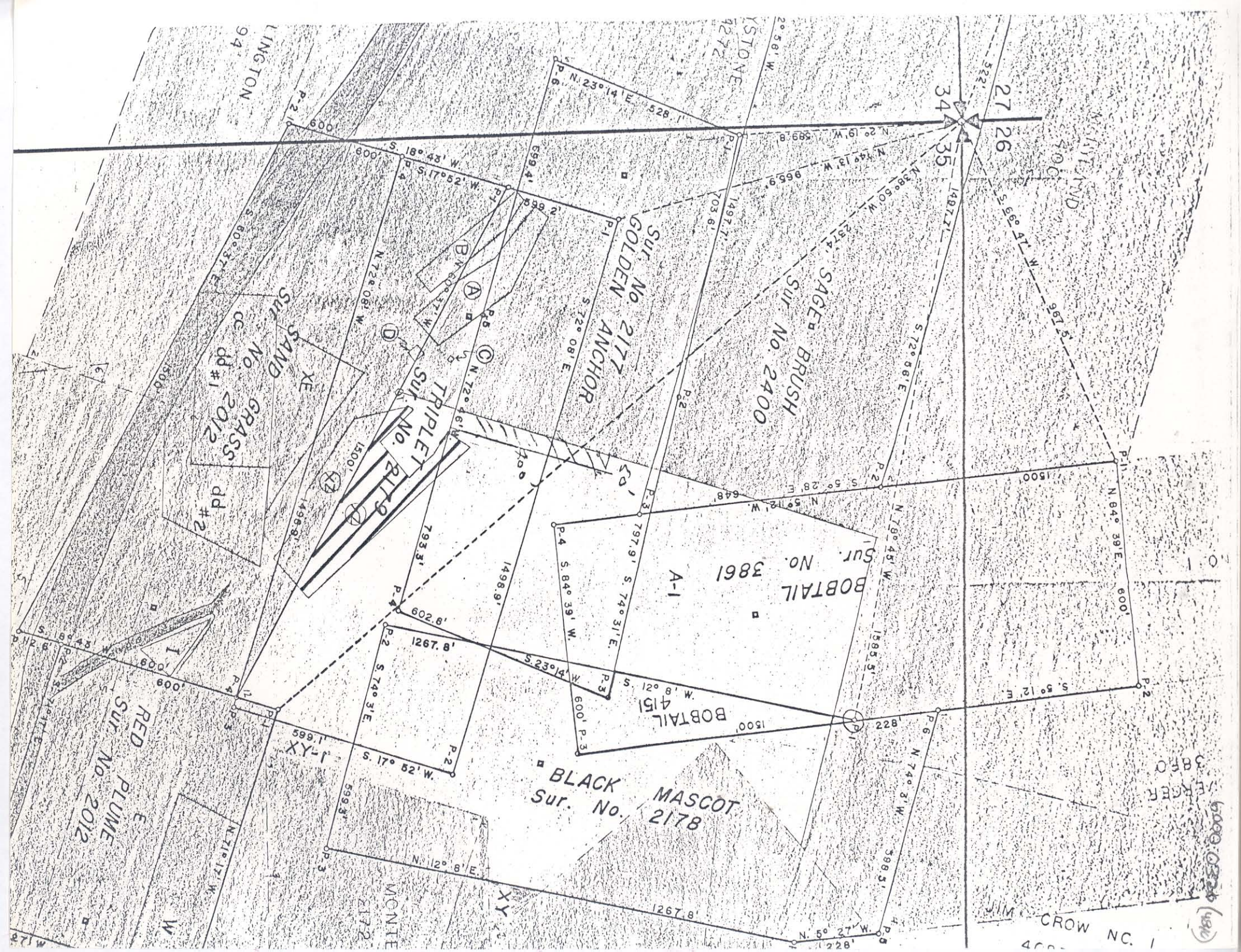
Dear Miss Wilson:

Enclosed please find copy of plat showing Survey
No. 2012 of the Sand Grass, as per our telephone
conversation this morning.

Sincerely,

Wallace T. Boundy
Wallace T. Boundy
Assistant Superintendent

Enclosure
cc: R. Patterson



LINGTON
94

STONE
7272

27 26
34 35

506
N. 111° 14' W

SAND GRASS
dd #1
dd #2

SUR. No. 2177
GOLDEN ANCHOR

SAGE BRUSH
SUR. No. 2400

TRIPLET
SUR. No. 2179

RED PLUME
SUR. No. 2012

BOBTAIL
SUR. No. 3861
A-1

BOBTAIL
4151

BLACK MASCOT
SUR. No. 2178

J-Y-X

CROW NC. 1

6000 0320 (4840)

HUGHES TOOL COMPANY
C/O JOSEPH M. FOLEY
228 SO. FOURTH STREET
LAS VEGAS, NEVADA 89101

- ✓S. 2075 SAMPSON LODE
- ✓S. 2075 DAVIS FRCT. LODE
- ✓S. 2075 CRONJE LODE
- ✓S. 2075 LITTLE TONOPAH LODE
- ✓S. 2075 LITTLE TONOPAH #1 LODE

- ✓S. 4188 AFTER ALL LODE
- ✓S. 4188 MIRIAM LODE
- ✓S. 4188 NORTH STAR LODE
- ✓S. 4188 MONTANA FRCT. LODE
- ✓S. 4093 UMATILLA LODE

AFFIDAVIT OF LABOR ON FILE
STRICKEN BY B. OF E.

CLAIMS 79 @ 500⁰⁰ \$ 39,500⁰⁰
1 @ 416⁰⁰ 416⁰⁰
1 @ 20⁰⁰ 20⁰⁰
1 @ 125⁰⁰ 125⁰⁰
1 @ 100⁰⁰ 100⁰⁰
8.3 40,161⁰⁰

- ✓S. 4093 HOMESTAKE LODE
- ✓S. 4093 JIM CROW LODE #1
- ✓S. 4093 JIM CROW LODE #2
- ✓S. 4093 TRIANGLE LODE
- S. 3603 REPTILE LODE

- S. 3603 BROADSTREET LODE
- S. 3603 NEVADA QUEEN LODE
- S. 3603 PINTO LODE
- S. 3603 MAY DAY LODE
- S. 3603 BOSTON FRCT. LODE

- ✓S. 2051 SURPLUS LODE
- ✓S. 2051 RED EYED MONSTER LODE
- ✓S. 2051 SCORPION LODE
- ✓S. 2051 SAN JUAN CENTRAL LODE
- ✓S. 2051 FOOL LODE

- ✓S. 4569 MONTANA LODE
- ✓S. 4569 VENICE LODE
- ✓S. 4569 SLIP LODE
- ✓S. 2350 BLACK DIAMOND LODE
- ✓S. 2350 SAN SABLE LODE

- ✓S. 2350 ASPEN LODE
- ✓S. 2012 MIZPAH LODE
- ✓S. 2012 SILVER TOP LODE
- ✓S. 2012 VALLEY VIEW LODE
- ✓S. 2012 BURRO LODE

- ✓S. 2012 BUCKBOARD LODE
- ✓S. 2012 RED PLUME LODE
- ✓S. 2012 DESERT QUEEN LODE
- ✓S. 2012 SAND GRASS LODE
- ✓S. 2578 CRESCENT LODE

CLAIM LISTS

CLAIMLIST

6000 0320
(484)

- ✓S. 2712 IOU LODE
- ✓S. 2032 OCCIDENTAL LODE
- ✓S. 4190 BLUE JAY LODE
- ✓S. 4190 CHICKEN LODE
- ✓S. 4190 EAGLE LODE

- ✓S. 4190 OWL LODE
- ✓S. 4190 CROW LODE
- ✓S. 4190 HUMMING BIRD LODE
- ✓S. 4190 MOUNTAIN QUAIL
- ✓S. 4055 RUBY NO. 5 LODE

- ✓S. 3359 DEFENDER LODE
- ✓S. 3359 COLUMBIA LODE
- ✓S. 4559 WILD BILL LODE
- ✓S. 2004 LUCKY JIM LODE
- ✓S. 2074 TRIANGLE LODE

- ✓S. 2075 JACK RABBIT LODE
- ✓S. 2075 MINING CHANCE LODE
- ✓S. 2075 NEVADA BOY LODE
- ✓S. 2075 IDAHOAN LODE #3
- ✓S. 2075 TONOPAH BELL LODE.

- ✓S. 2075 CRONJE FRACTION LODE
- ✓S. 2075 WHITE ELEPHANT LODE
- ✓S. 2054 HALIFAX #2
- ✓S. 2041 CALIFORNIA LODE 1/6 ESM CO
- ✓S. 2087 RAMBLER LODE

- ✓S. 2024 WEST END LODE
- ✓S. 3473 PORCUPINE FRAT. LODE
- ✓S. 3473 MONTANA LODE
- ✓S. 2106 OREGON LODE 1/25 IN NYE
- ✓S. 2047 COLORADO LODE 1/4 IN NYE

- ✓S. 4468 MOONLIGHT FRAC 1/5 NYE
 - ✓S. 2386 CROCKER
 - ✓S. 2386 SALSBERY
 - ✓S. 4495 SOUTH FRACTION
- TONOPAH MINING DISTRICT

uB

November 24, 1975

Legal Descriptions Verdi Lumber Co. Tract

Page 2 of 3

#2:

The following is a legal description for that portion of the Verdi Lumber Co. Tract that lies within the exterior boundaries of the Sand Grass Lode Mining Claim, Survey No. 2012.

Beginning at a point on the North sideline of the Sand Grass Lode Mining Claim, Survey No. 2012 whence the Northeast corner or Corner No. 4 of said Sand Grass Claim bears S. 60° 37' E. 342.73 feet distant

thence;	S. 46° 58' 42" W.	111.33 feet
thence;	N. 55° 26' 35" W.	111.90 feet
thence;	N. 73° 29' 35" W.	96.85 feet
thence;	N. 56° 31' 35" W.	228.56 feet
thence;	N. 12° 48' 35" W.	136.74 feet
thence;	S. 60° 37' 00" E.	559.33 feet

to the point of beginning and containing 1.211 acres more or less of the said Sand Grass Load Mining Claim and is further described as lying within the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35, T. 3N., R 42E., M. D. B. & M.

original Connolly Kite

CO: JTG

Bandy reading 5/8

Gr. 16 General

11-25-75 SLM

6000 0320 (4840)

Page 1 of 3

November 24, 1975

TO: Connolly Complaint File
FROM: Wallace T. Boundy *WTB*
SUBJECT: Descriptions (3 Parts) Showing Verdi Lumber Co.
Tract

#1:

The following is a legal description of that portion of the Verdi Lumber Co. tract lying upon the Triplet Lode Mining Claim, Survey No. 2179 and also lying within the exterior boundaries of that legal description furnished in Book 115 of Deeds at page 351.

Beginning at a point on North sideline of the Sand Grass Lode Mining Claim, Survey No. 2012, whence the Northeast corner or Corner No. 4 of said Sand Grass Lode Mining Claim bears S. 60° 37' E. 342.73 feet distant

thence; N. 60° 37' 00" W.	557.27 feet
thence; N. 18° 43' 00" E.	31.55 feet
thence; N. 36° 02' 25" E.	174.88 feet
thence; S. 42° 31' 25" E.	579.34 feet
thence; S. 46° 58' 42" W.	26.03 feet to

the place of beginning and containing 1.501 acres more or less of the Triplet Lode Mining Claim Survey No. 2179 and further described as lying within the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35, T. 3N., R 42E., M. D. B. & M.

September 3, 1975

TO: D. J. Gribbin
FROM: Russ Patterson
SUBJECT: Connolly (Verdi Lumber Company)

Following is the language I suggest be used in the deed from Summa to Connolly to sever the minerals under the parcel.

If this recital is satisfactory, please advise and I will have the escrow proceed to draw the deed accordingly.

"Excepting therefrom, and reserving to the Grantor herein, any and all minerals of each and every type and kind whether now known to exist or hereafter discovered."

Dist: Group 16 ✓
RP
RP rf

MEMO TO CONNOLLY COMPLAINT FILE

Ed Connolly called this morning 11/20/75 to say that he had just talked with Bob Bennett of First American Title in Las Vegas to check on the progress of his matter.

He said Bennett said he was meeting with Mr. Gribbin today to go over and clarify the descriptions and Bennett expected a resolution of the matter.

Mr. Connolly said that he hoped so because if it were not clarified before the first of the year he will lose the sale of the property. Connolly said Bennett said "not to worry at all", everything was and would be well in hand.

I mentioned to Connolly that Wally had written up a memo to the file of his belief regarding survey points which might prove of assistance should any further complication develop.

sfm 

(6000 0320) (4840)
CWB

November 24, 1975

Legal Descriptions Verdi Lumber Co. Tract

Page 3 of 3

#1 and #2 Legal Descriptions do not include that portion of the Verdi Lumber Co. tract that lies west of the west boundary line as described in Book 115 of Deeds at page 351. A legal description of that portion would read as follows:

#3:

Beginning at a point on the North sideline of the Sand Grass Lode Mining Claim, Survey No. 2012 whence the Northeast corner or Corner No. 4 of said Sand Grass Lode Mining Claim bears S 60° 37' 00" E. 900 feet distant

thence; N. 60° 37' 00" W. 2.06 feet


thence; N. 12° 48' 35" W. 9.76 feet

thence; N. 36° 02' 25" E. 23.93 feet

thence; S. 18° 43' 00" W. 31.55 feet

to the point of beginning and containing 0.0028 acres more or less of the Triplet Lode Mining Claim.

The 3 descriptions above include the entire Verdi Lumber Co. tract together with that parcel described in Book 38 of Deeds at page 573 (John Connolly to Union Oil Co.).

TO: WJR
FROM: sfm 
SUBJECT: Connolly/Colvin Verdi Lumber Group 16 Matter

Regarding the continuing battle between Ed Connolly and his buyer James Colvin versus Summa Corporation, James Colvin called to bring us up to date:

1. According to what Ed Connolly has told him, Connolly sent a quitclaim deed to Summa approximately 2 weeks ago.
2. Summa (Las Vegas) was supposed to forward this on to Los Angeles Summa and thence Summa (L.A.) was to send another quitclaim deed back to Title Company in Reno (First American Title, where Russ Patterson is, he thinks) or to Ed Connolly.
3. Colvin asks: WHAT HAS HAPPENED TO THIS MATTER NOW?
4. Colvin is to call back about 3 p.m., today 3/30/76.
5. sfm told him Jerry Hall was now our Title Man and Colvin will try to get in touch with him also.

Att: 7 notes and memos pertaining to the above matter
(dealing with my experience)

11/19/75 -- WTB -- 2

I found points in the field that are shown upon a Record of Survey by John V. Casselli which shows the Verdi Lumber Co. tract (no date), and from which the legal description in Book 122, page 420 was derived. I could not agree with the bearing as shown on the Record of Survey by Casselli by more than one degree, nor could I agree with the placement of corner No. 4 of the Sand Grass (Casselli tie point). My basis of bearings were derived from original patent corners, as found in the field, which agreed with the basis of bearings as utilized by the State Highway Department for this area.

I find that, after correcting the description as furnished in Deeds Book 122, page 420, and replacing the corner No. 4 of the Sand Grass as per my own calculations, that this description does cover the other deeds and description mentioned herein and as plotted by utilizing the correct tie point as mentioned in conclusion 2 above.

Wallace T. Boundy
Wallace T. Boundy



summa

Internal Communication

Date: November 19, 1975

To: Connolly Complaint File

From: Wallace T. Boundy, RLS Nev. 2518 *WTB*

Subject: Group 16 -- John Connolly Estate

The following is a memorandum of my knowledge concerning certain deeds and descriptions of the John Connolly Estate.

After plotting the descriptions furnished in deed from Verdi Lumber Co. to John Connolly as per Book 38, page 258 of Deeds (~~see also Book 35, page 257~~) and from John Connolly to Union Oil, Book 38, page 573, of Deeds, as filed in the Nye County Recorder's office, I come to these conclusions:

1. It would be virtually impossible, or at least tremendously difficult and expensive, to reproduce the points upon the Tonopah-Goldfield Railroad to which these descriptions make their point of beginning tie. The Railroad no longer exists and relocation by survey would be an expensive undertaking.
2. The other point of tie to which they refer and presume to be corner No. 2, Survey No. 2179, Triplet Load, cannot be, inasmuch as the parcels in question as located in the field are in all actuality 600 feet southwest along the north side-line of the Sand Grass patent claim. I believe that the corner to which they are actually referring is the point of beginning as described in Barbarich & David to Hall, Book of Deeds 115, page 351, as this more closely reflects the true location in the field.
3. The description as furnished in Book 122, page 420 of Deeds (Tri-State Realty to John Connolly) did not cover, in their entirety, the other parcels mentioned above and, therefore, necessitated a survey in the field.

Group 16 Title Problems -- 10

- (18) Page 13 of title policy refers to an exception in deed to T & G R.R.: recorded at Book 4, page 453 and recites, "further excepting from the Midway Claim". This deed does not convey any portion of the Midway. (Check this with Title Company. It should be corrected.)
- (19) Re the exception at the last paragraph at pages 15, 16, and 17 of title policy. A check of the deeds referred to shows this to be an exchange of extra-lateral rights. Later documents may serve to merge the title and may serve to eliminate the exception. (See title company and discuss.)
- (20) At page 17 of title policy reference is made in the last paragraph to conveyances "described on pages 9 through 25 hereof". (This doesn't make sense -- check title company to see what they mean.)
- (21) Each of the exceptions contained in the title policy need to be surveyed then the title to each checked to determine the mineral ownership and how the surface title was acquired. If surface was acquired by adverse possession or by possery rights, which title could be perfected by quiet title proceedings, then the danger exists that any mineral interest held by Summa underlying these parcels could be taken by the surface owners by adverse possession. I think that the best way to handle this is as follows:
1. Survey each parcel.
 2. Run complete title search to determine extent of threat to underlying mineral title.
 3. Negotiate with owner to give them a deed to surface wherein Summa reserves the underlying minerals.
 4. On the ones that the surface owner refuses to negotiate then a quiet title action may be needed to protect the mineral title.

Each of the above parcels will have to be handled on an individual basis due to the various ways that title could have evolved. I believe there are about 50 of these parcels.

Re Hope Palmer, Gr. 16, Buckboard Claim

Fred Saunders says that Summa never has surveyed all this ground in question and that it is extremely doubtful, if not impossible for Mrs. Palmer to get lease or purchase. Both he, and later Wally, said property in question is probably some of that marked in yellow on "Group 16 Land Ownership Map" ("Rights of parties in possession/surface and mineral rights owned by HTC")

Since

Att: Excerpts Russ Patterson Group 16 Title Problem 9/18/75
(21) and (22)

Excerpts Spicer-Summa lease draft

2/25/76

TO: WJR

FROM: Susie *sdm.*

SUBJECT: Mrs. Hope Palmer's Ongoing Request re
Property (where she lives) on Buckboard Claim
Group 16, Tonopah. (Or: Squatter vs. Squatter vs. Summa)

Mrs. Hope Palmer came into the office this morning with
"blood in her eye". (Ho: 482-6994, Wk Forest Service: 6286)

She came to office a number of times last year (saw Walt and
Russ Patterson) regarding leasing or buying "ground around
my house" from Summa. She said Russ told her that it would
take 2 years for Summa to get the surrounding property and
that nothing could be done until then.

Why, then, says Mrs. Palmer, can the power company put a
pole on this ground when her rights should come first?
She said she had just returned from the courthouse and
checked that property in question is in name of Rodella
with surface and mineral rights owned by Summa and that
power company does not have an easement.

Mrs. Palmer is fed up with "runaround" and fact that some
people have more pull than others, evidently.

Background: Mrs. Palmer sold one of her two trailers to
Sandy Spicer (our Assayer, Bill Robertson's
father-in-law) which he in turn has sold to a man from
California. This man or Spicer had pole put in today.

N.B. In our Summa Files is a draft lease to Spicer from Summa
which does not show property description. Lease would
allow Spicer to get electricity, water, etc. (Section IV.)
Linda Newberry doesn't believe anything ever done about
this...will check further. No date on draft except "1973"

Ed Tomany of Sierra Pacific says pole set privately, not power
company; power hookup under Public Service Commission proviso.

IV

Spicer shall pay all water, telephone, gas, electricity, and all other public utility services, including the expense of providing such services to the leased premises as well as the regular charges for the use of such utilities.

V

This Lease shall not be assigned by Spicer nor shall all or any part of the leased premises be sublet without the written consent of Summa first had and obtained.

VI

Spicer does hereby indemnify and does hereby agree to defend and to hold harmless Summa of and from any and all claims, demands, actions, causes of action, and liability asserted against Summa, and arising or to arise by reason of the use or occupancy of the leased premises by Spicer, his agents or invitees, or arising or to arise by reason of any condition of the leased premises existing at any time during the term of this Lease.

VII

Summa, its employees or agents, shall have the right to enter upon the leased premises at any and all reasonable hours to inspect the same.

VIII

Spicer shall procure and maintain public liability insurance in an amount not less than \$_____ for injury to or death of one person, and in an amount not less than \$_____ for injury to or death of two or

The parties hereto do mutually agree as follows:

I

In consideration of the payment of the rental therefore, as provided below, and the performance of Spicer of each and all of the terms, covenants and conditions herein contained on his part to be kept and performed, Summa does hereby lease, let and demise to Spicer the following described real property in the County of _____, State of Nevada:

II

This Lease shall commence on _____, 1973 and shall be on a month-to-month tenancy, payable \$25.00 per month, on the 1st of each and every month.

It is agreed, however, that either Summa or Spicer may, for any reason whatsoever, terminate this Lease by giving written notice of such intent to terminate at least 30 days in advance of such termination date.

III

It is agreed that said leased premises shall be used for residential purposes only, including the right of Spicer to build a Corral, put his own Horses on the premises, and have water supplied to the premises, all at his sole cost. Summa assumes no responsibility to Spicer for and does ^{not} warrant the quality or quantity of water which may be supplied to the leased premises. Mineral rights are in no way conveyed to Spicer by this lease.

Group 16 Title Problems -- 11

I have done some preliminary title work on most of these but need the surveys on some of them before I can proceed further.

(22) We also have a major problem with off-record possessory rights of "squatters". There are scattered over several of the Group 16 claims small houses and cabins. Some occupied and some are not. The danger here is the same as set forth in paragraph (21) above.

I think the way to handle this is:

- (a) determine which of these structures encroach on Summa claims. This could be done by a physical inspection of the claims in the company of a surveyor.
- (b) Where there appears to be an encroachment then a survey should be made.
- (c) On the ones that are found to be occupied then an attempt to deed the surface with appropriate mineral reservation to the "squatter" should be made. (Check with attorney -- this may require quiet title instead.)
- (d) On the ones that are not occupied an attempt should be made to try to determine when they were last occupied and the taxes checked to see when they were last paid. If it appears that there is no danger of possessory interest by a stranger to the title, then I think the building should be torn down immediately. Where there is a possibility of possessory rights then probably quiet title action may be needed. (Discuss all of the above with attorney.)

(23) I have done extensive preliminary research on the properties referred to in (21) and (22) above but have not set it forth here due to the volume of the research and the fact that I am not at the point where conclusive

GH-5-76-130

Date: May 12, 1976

To: Paul G. Reeve

From: Gerald W. Hall

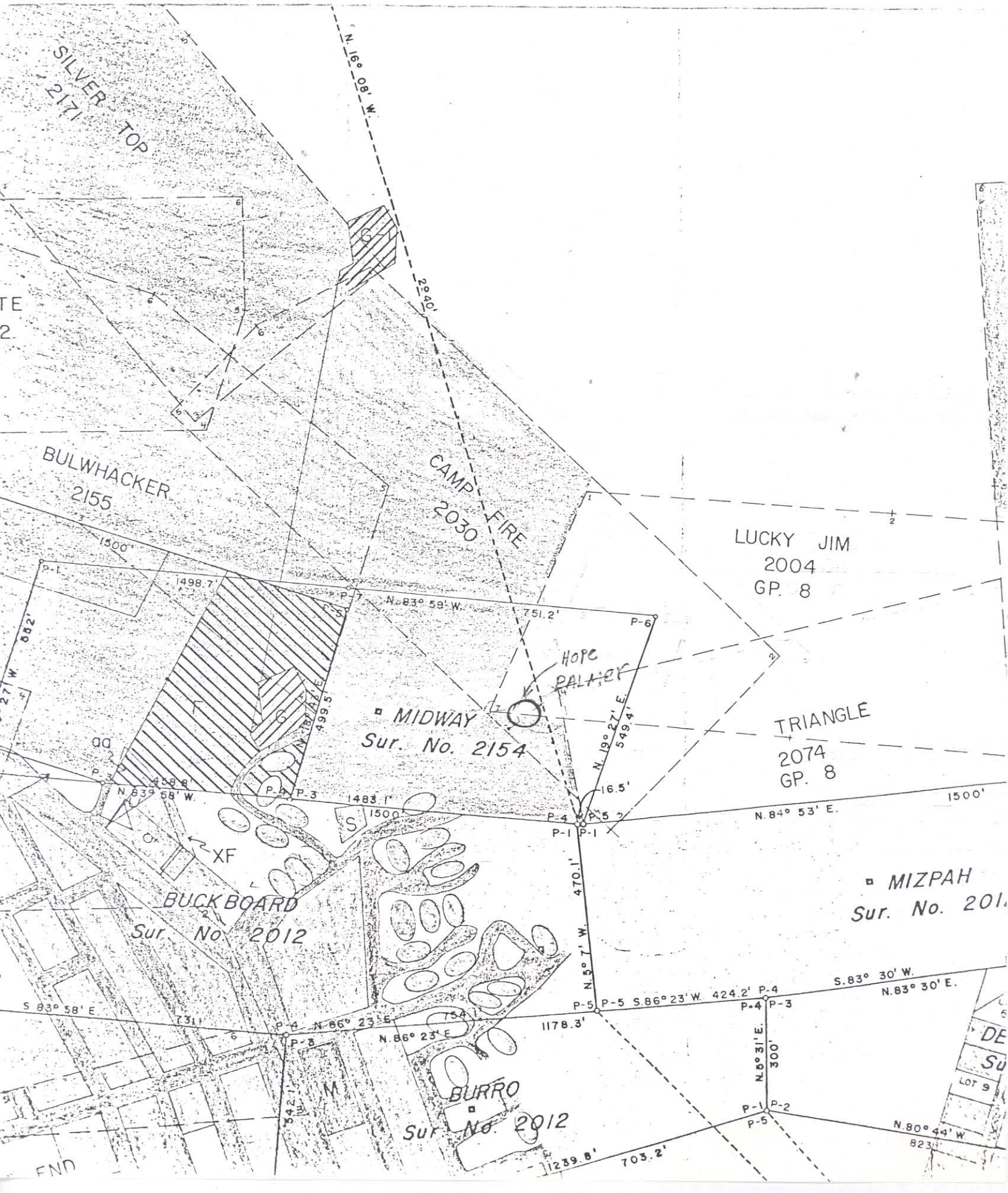
Subject: 500' Reservation and 99 Year Lease - Group 16

1. Determine the commitment of these claims to Hughes Tool Company prior to actual conveyance.
2. Negotiate with LeRoy David for return of the 500' and let him keep the surface. Reserving to 500' is extreme and unnecessary. A reservation of the surface without right of ingress and egress is all that is required by a lending agency to make it acceptable. It should be agreed jointly that David and Summa select a surface area for mining operations.

1. Negotiate with Nevada Minerals and Oil Company for their lease.

GWH:ln


xc: Francis Fillerup
Dave Gribbin





summa

Internal Communication

Date: March 11, 1976
To: Jerry Hall
From: Wallace T. Boundy 
Subject: Hope Palmer Interest in Summa Ground

As per our conversation on Monday March 8 1976, wherein we discussed the Hope Palmer ground, formerly Sandy Spicer's place, I have put the following information together for you.

1. The ground in question lies upon the Lucky Jim patent mining claim Survey No. 2004 and possibly partly upon the Midway Survey No. 2154.
2. The maps on Group 16 indicate that we do not have surface rights on that portion of this Midway involved.
3. The maps indicate that the Lucky Jim is pending title search, but we own everything in surface and mineral rights.
4. I have included a copy of that portion of the Group 16 map showing the approximate location of the Hope Palmer ground interest.

I believe that if the company (Summa Corporation) is interested in giving Mrs. Palmer or any other person title to surface rights on any property, then the person making the request for title should be responsible for the detailed survey of the property involved. A meets and bounds description tied to a patent mining claim should be the necessity.

Dist: WJR
WS
Group 16 ✓

Bill Robinson

6000 0320 (484)

GROUP 16 TITLE REPORT - ADDITIONAL STATISTICS

To Accompany Gerald Hall's memo to Paul G. Reeve

Dated May 3, 1976, #GII-5-76-108

(1) Owned by Hughes Tool Co.

Buckboard	#2012
Burro	#2012
Silver Top	#2012
Valley View	#2012
Midway	#2154 - only 21/100 ac. w/ed ge - Bernzinder
Crescent	#2578
Bobtail	#4151

in southwest corner

(2) Owned by Hughes Tool Co. w/500' Res.

Red Plume	#2012
Sand Grass	#2012

(3) Owned by Hughes Tool Co. w/500' Res.
& Subject to 99 Year Lease

Desert Queen	#2012
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(4) Owned by Hughes Tool Co.
Subject to 99 Year Lease

Mizpah	#2012
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(5) Claims Requiring Further Investigation (No Title into Summary)

Black Mascot	#2178
Golden Anchor	#2177
Sage Brush	#2400
Triplet	#2179
Bobtail	#3861
Midway	#2154 5.08 acres

Gerald W. Hall
May 11, 1976

GH

BLACK MASCOT #2178 SUMMARY:..... Refer to pages 4 & 5 for detail.

Vesting: Golden Anchor Mining Company - 5/6th interest
Tonopah Extension Mines, Inc. - 1/6th interest with 24 month option to
J. R. Keighly from 8-16-74.

Note: There is no instrument of conveyance of Record into Tonopah Mining Company of Nevada, which was the original instrument beginning Chain of Title into Hughes Tool Company.

GOLDEN ANCHOR #2177 SUMMARY:..... Refer to pages 6 & 7 for detail.

Vesting: Golden Anchor Mining Company - 100%

Note: The Sheriff's Deed 21/78 did not describe the Golden Anchor Claim #2177, which was the instrument that would have begun the Chain of Title into Tonopah Extension Mines, Inc.

Note: There is no instrument of conveyance of Record into Tonopah Mining Company of Nevada, which was the instrument needed to begin the Chain of Title into Hughes Tool Company.

Note: There is a 24 month option to J. R. Keighly dated 8-16-74.

SAGE BRUSH #2400 SUMMARY:..... Refer to page 8 for detail.

Vesting: Tonopah Extension Mines, Inc. - 100% with 24 month option from 8-16-74
to J. R. Keighly.

Note: There is no instrument of conveyance of Record into Tonopah Mining Company of Nevada, which was the instrument needed to begin the Chain of Title into Hughes Tool Company.

TRIPLET #2179 SUMMARY:..... Refer to pages 9 & 10 for detail.

Vesting: Golden Anchor Mining Company - 5/6th interest.
Tonopah Extension Mines, Inc. - 1/6th interest with 24 month option to
J. R. Keighly from 8-16-74.

Note: There is no instrument of conveyance of Record into Tonopah Mining Company of Nevada, which is the instrument required to begin the Chain of Title into Hughes Tool Company.

BUCKBOARD #2012 SUMMARY:..... Refer to page 11 for detail.

Vesting: Hughes Tool Company - 100%

BURRO #2012 SUMMARY:..... Refer to page 11 for detail.

Vesting: Hughes Tool Company - 100%

DESERT QUEEN #2012 SUMMARY:..... Refer to page 12 for detail.

Vesting: Hughes Tool Company - 100% subject to note as follows:

Note: Lease dated 3-27-41, recorded 41/133 for 99 years; presently owned by Nevada Minerals and Oil Company. Conveyance of Surface Rights to a depth of 500 feet excepting all minerals and rights to mine, recorded 116/345, from David and Barbarich to Tri-State Realty and reconveyed the same, recorded 153/488, from Tri-State Realty to David and Barbarich.

MIZPAH #2012 SUMMARY:..... Refer to page 13 for detail.

Vesting: Hughes Tool Company - 100% subject to note as follows:

Note: Lease dated 3-27-41, recorded 41/133 for 99 years; presently owned by Nevada Minerals and Oil Company.

RED PLUME #2012 SUMMARY:..... Refer to page 13 for detail.

Vesting: Hughes Tool Company - 100% subject to note as follows:

Note: Conveyance of Surface Rights to a depth of 500 feet excepting all minerals and rights to mine, recorded 116/345 from David and Barbarich to Tri-State Realty and reconveyed the same, recorded 153/488, from Tri-State Realty to David and Barbarich.

SAND GRASS #2012 SUMMARY:..... Refer to page 14 for detail.

Vesting: Hughes Tool Company - 100% subject to note as follows:

Note: Conveyance of Surface Rights to a depth of 500 feet excepting all minerals and rights to mine, recorded 116/345 from David and Barbarich to Tri-State Realty and reconveyed the same, recorded 153/488, from Tri-State Realty to David and Barbarich.

SILVER TOP #2012 SUMMARY: Refer to page 14 for detail.

Vesting: Hughes Tool Company - 100%

VALLEY VIEW #2012 SUMMARY: Refer to page 15 for detail.

Vesting: Hughes Tool Company - 100%

MIDWAY #2154 SUMMARY: Refer to page 15 for detail.

Vesting: Hughes Tool Company - 100% - only 2 1/100 acre wedge in surf. cor. Remains to Archist
Chevrie

CRESCENT #2578 SUMMARY: Refer to page 15 for detail.

Vesting: Hughes Tool Company - 100%

BOBTAIL #3861 SUMMARY: Refer to page 16 for detail.

Vesting: Tonopah Extension Mines, Inc. - 100%

Note: Twenty-four (24) month option from 8-16-74 to J. R. Keighly.

BOBTAIL #4151 SUMMARY: Refer to page 17 for detail.

Vesting: Summa Corporation - 100%

BLACK MASCOT #2178

Patent No. 43697 - U.S.A. to Golden Anchor Mining Company - 5/6th interest and
Charles A. Clinton - 1/6th interest.

Sheriff's Deed, 21/78 Sheriff, J.J. Owens, to Key Pittman.

Note: Instrument of conveyance did not describe Black Mascot.
No Title to Golden Anchor Mining Company - 5/6th interest.

G.B.S. Deed, 29/473 C. A. Clinton to Tonopah Merger Mining Company - 1/6th interest.

G.B.S. Deed, 23/266 Key Pittman to Tonopah Merger Mining Company.

Note: No Title.

G.B.S. Deed, 32/39 Tonopah Merger Mining Company to Tonopah Extension Mining Co.

Note: Conveyed 1/6th interest as in 29/473 above.

Decree of Foreclosure Sale, 42/245 Tonopah Extension Mining Co., John G. Kirchner, receiver to
Thomas F. Cole.

Note: Conveyed 1/6th interest as in 29/473 above.

G.B.S. Deed, 42/270 Thomas F. Cole to Tonopah Extension Mining Co.

Note: Conveyed only 1/6th interest as in 29/473 above.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

Note: There is no instrument of conveyance of Record into
Tonopah Mining Co. of Nevada. No Title.

Q.C. Deed, 55/511 Tonopah Extension Mines, Inc. to Paul E. Watterson.

Note: Conveyed only 1/6th interest as in 29/473 above.

Also Note: Name change from Tonopah Extension Mining Co. to
Tonopah Extension Mines, Inc.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

Note: No Title, as in 39/245 above.

Q.C. Deed, 104/32 Paul E. Watterson to Discoveries Corp. Ltd.

Note: Conveyed only 1/6th interest as in 29/473 above.

Q.C. Deed, 111/277 Discoveries Corp. Ltd. to Sierra La Platta Mining Co.

Note: Conveyed only 1/6th interest as in 29/473 above.

Black Mascot #2178 - Continued

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

Note: No Title conveyed as in 39/245 above.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

Note: No Title as in 39/245 above.

Trustee's Deed,
138/402

T.I.&T. Co. to Tonopah Extension Mines, Inc.

Note: Conveyed only 1/6th interest as in 29/473 above.

GOLDEN ANCHOR #2177Patent No. 43539 - U.S.A. to Golden Anchor Mining Company.Note: There is no instrument of conveyance of Record out of Golden Anchor Mining Co.

Sheriff's Deed, 21/78 Sheriff, J.J. Owens, to Key Pittman.

Note: This instrument did not describe Golden Anchor claim.
No Title.

G.B.S. Deed, 23/266 Key Pittman to Tonopah Merger Mining Co.

Note: No Title as in 21/78 above.

G.B.S. Deed, 32/39 Tonopah Merger Mining Co. to Tonopah Extension Mining Co.

Note: No Title as in 21/78 above.

Decree of Foreclosure Sale, 42/245 Tonopah Extension Mining Co., John G. Kirchner, receiver, to Thomas F. Cole.

Note: No Title as in 21/78 above.

G.B.S. Deed, 42/270 Thomas F. Cole to Tonopah Extension Mines, Inc.

Note: Thomas F. Cole had no Title as in 21/78 above.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

Note: No instruments of conveyance of Record into Tonopah Mining Co. of Nevada. No Title.

Q.C. Deed, 55/511 Tonopah Extension Mines, Inc. to Paul E. Watterson.

Note: Tonopah Extension Mines, Inc. had no Title as in 21/78 above.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

Note: LeRoy David had no Title as in 39/245 above.

Q.C. Deed, 104/32 Paul E. Watterson to Discoveries Corp. Ltd.

Note: Paul E. Watterson had no Title as in 21/78 above.

Q.C. Deed, 111/277 Discoveries Corp. Ltd. to Sierra La Platta Mining Co.

Note: Discoveries Corp. Ltd. had no Title as in 21/78 above.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

Note: David and Barbarich had no Title as in 39/245 above.

Golden Anchor #2177 - Continued

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

Note: Clarence Hall had no Title as in 39/245 above.

Trustee's Deed,
138/402

T.I.&T. Co. to Tonopah Extension Mines, Inc.

Note: T.I.&T. Co had no Title as in 21/78 above.

Agreement, 175/247

Tonopah Extension Mines, Inc. to J. R. Keighly with 24 month
option from 8-16-74.

Note: Tonopah Extension Mines, Inc. had no Title as in
21/78 above.

SAGE BRUSH #2400

Patent No. 46437 - U.S.A. to Little Tonopah Development Company.

G.B.S. Deed, 24/408 Little Tonopah Development Co. to Tonopah Mines Corp.

G.B.S. Deed, 30/115 Tonopah Mines Corp. to Tonopah Victor Mining Co.

B.G.S. Deed, 32/49 Tonopah Victor Mining Co. to Tonopah Extension Mining Co.

Decree of Foreclosure Sale, 42/245 Tonopah Extension Mining Co., John G. Kirchner, receiver,
to Thomas F. Cole.

G.B.S. Deed, 42/270 Thomas F. Cole to Tonopah Extension Mines, Inc.

Note: Name change from Tonopah Extension Mining Co. to
Tonopah Extension Mines, Inc. There is nothing of
Record concerning this matter.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

Note: There is no instrument of conveyance of Record into
Tonopah Mining Co. of Nevada.

Q.C. Deed, 55/511 Tonopah Extension Mines, Inc. to Paul E. Watterson.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

Note: There is no Title as in 39/245 above.

Q.C. Deed, 104/32 Paul E. Watterson to Discoveries Corp. Ltd.

Q.C. Deed, 111/277 Discoveries Corp. Ltd. to Sierra La Platta Mining Co.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

Note: There is no Title as in 39/245 above.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

Note: There is no Title as in 39/245 above.

Trustee's Deed,
138/402 T.I. & T. Co. to Tonopah Extension Mines, Inc.

Agreement, 175/247 Tonopah Extension Mines, Inc. to J. R. Keighly.

Note: Twenty-four (24) month option from 8-16-74.

TRIPLER #2179

Patent No. 43698 - U.S.A. to Golden Anchor Mining Company and C. A. Clinton.

- Sheriff's Deed, 21/78 Sheriff, J.J. Owens, to Key Pittman.
Note: Deed did not describe Triplet. No Title to 5/6th interest conveyed.
- G.B.S. Deed, 23/266 Key Pittman to Tonopah Merger Mining Co.
Note: Deed described Triplet but Key Pittman did not have Title to 5/6th interest as in 21/78 above.
- G.B.S. Deed, 29/473 C. A. Clinton to Tonopah Merger Mining Co.
Note: Conveyed Clinton 1/6th interest as in Patent.
- G.B.S. Deed, 32/39 Tonopah Merger Mining Co. to Tonopah Extension Mining Co.
Note: Conveyed only the 1/6th interest as in 29/473 above.
- Decree of Foreclosure Sale, 42/245 Tonopah Extension Mining Co., John G. Kirchner, receiver, to Thomas F. Cole.
Note: Conveyed only the 1/6th interest as in 29/473 above.
- G.B.S. Deed, 42/270 Thomas F. Cole to Tonopah Extension Mines, Inc.
Note: Conveyed only the 1/6th interest as in 29/473 above.
- G.B.S. Deed, 39/245 Tonopah Mining Co of Nevada to LeRoy David.
Note: There is no instrument of conveyance of Record into Tonopah Mining Co. of Nevada. No Title.
- Q.C. Deed, 55/511 Tonopah Extension Mines, Inc. to Paul E. Watterson.
Note: Conveyed only the 1/6th interest as in 29/473 above.
- G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.
Note: There is no Title as in 39/245 above.
- Q.C. Deed, 104/32 Paul E. Watterson to Discoveries Corp. Ltd.
Note: Conveyed only the 1/6th interest as in 29/473 above.
- Q.C. Deed, 111/277 Discoveries Corp. Ltd. to Sierra La Platta Mining Co.
Note: Conveyed only the 1/6th interest as in 29/473 above.
- G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.
Note: There is no Title as in 39/245 above.

Triplet #2179 - Continued

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company

Note: There is no Title as in 39/245 above.

Trustee's Deed,
138/402

T.I.&T. Co. to Tonopah Extension Mines, Inc.

Note: Conveyed only the 1/6th interest as in 29/473 above.

Agreement, 175/247

Tonopah Extension Mines, Inc. to J. R. Keighly.

Note: Twenty-four (24) month option from 8-16-74.

BUCKBOARD #2012Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.
G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.
G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.
G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company

BURRO #2012Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.
G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.
G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.
G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company

DESERT QUEEN #2012Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.Lease Agreement,
40/504

Tonopah Mining Co. of Nevada to Tonopah Belmont Development Co.

Note: Lease dated 3-27-41 for 99 years. Presently owned by
Nevada Minerals and Oil Co., 41/133.

G.B.S. Deed, 39/245

Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533

LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/345

LeRoy David and Leona and Nick Barbarich to Tri-State Realty.

Note: Conveyed Surface Rights to a depth of 500 feet excepting
all minerals and rights to mine.

G.B.S. Deed, 116/349

LeRoy David and Leona and Nick Barbarich to Clarence Hall.

Note: Subject to provisions in 116/345 above.

G.B.S. Deed, 116/359

Clarence Hall to Hughes Tool Company.

Note: Subject to provisions in 116/345 above.

G.B.S. Deed, 153/488

Tri-State Realty to LeRoy David and Leona and Nick Barbarich.

Note: Reconveyed Surface Rights to a depth of 500 feet
excepting all minerals and rights to mine as in 116/345
above.RECORDPatent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

G.B.S. Deed, 39/245

Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533

LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/345

LeRoy David and Leona and Nick Barbarich to Tri-State Realty.

G.B.S. Deed, 116/349

LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359

Clarence Hall to Hughes Tool Company.

G.B.S. Deed, 153/488

Tri-State Realty to LeRoy David and Leona and Nick Barbarich.

MIZPAH #2012

Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

Lease Agreement,
40/504

Tonopah Mining Co. of Nevada to Tonopah Belmont Development Co.

Note: Lease dated 3-27-41 for 99 years. Presently owned by
Nevada Minerals and Oil Co., 41/133.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company..

RED PLUME #2012

Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.

G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.

G.B.S. Deed, 116/345 LeRoy David and Leona and Nick Barbarich to Tri-State Realty.

Note: Conveyed Surface Rights to a depth of 500 feet excluding
all mineral rights and mining rights..

G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.

G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

G.B.S. Deed, 153/488 Tri-State Realty to LeRoy David and Leona and Nick Barbarich.

Note: Reconveyed Surface Rights to a depth of 500 feet
excluding all mineral rights and mining rights as in
116/345 above.

SAND GRASS #2012Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

- G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.
- G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.
- G.B.S. Deed, 116/345 LeRoy David and Leona and Nick Barbarich to Tri-State Realty.
Note: Conveyed Surface Rights to a depth of 500 feet excluding all mineral rights and mining rights.
- G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.
- G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.
- G.B.S. Deed, 153/488 Tri-State Realty to LeRoy David and Leona and Nick Barbarich.
Note: Reconveyed Surface Rights to a depth of 500 excluding all mineral rights and mining rights as in 116/345 above.

SILVER TOP #2012Patent No. 39669 - U.S.A. to Tonopah Mining Company of Nevada.

- G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.
- G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.
- G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.
Note: Conveyed Surface Rights
- G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

VALLEY VIEW #2012Patent No. 29669 - U.S.A. to Tonopah Mining Company of Nevada.

G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.
 G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.
 G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.
 G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

MIDWAY #2154Patent No. 60861 - U.S.A. to Tonopah Midway Mining Company

G.B.S. Deed, 27/596 Tonopah Midway Mining Co. to Tonopah Mining Co. of Nevada.
21/100 acre wedge only - remainder to Arclis H. Chevrier
 G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David. - Conveyed all but
only had title to 21/100 acre wedge.
 G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.
 G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.
 G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company. *Could convey only 21/100 acre wedge
 of 5.29 acre claim.*

CRESCENT #2578Patent No. 45386 - U.S.A. to Jim Butler-Tonopah Mining Company of Nevada.

G.B.S. Deed, 16/466 Jim Butler-Tonopah Mining Co. of Nevada to Tonopah Mining
 Co. of Nevada.
 G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.
 G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.
 G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.
 G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.

BOBTAIL #3861Patent No. 250173 - U.S.A. to Key Pittman.

- G.B.S. Deed, 29/44 Key Pittman to Tonopah Merger Mining Co.
- G.B.S. Deed, 32/39 Tonopah Merger Mining Co. to Tonopah Extension Mining Co.
- Decree of Foreclosure Tonopah Extension Mining Co., John G. Kirchner, receiver,
Sale, 42/245 to Thomas F. Cole.
- G.B.S. Deed, 42/270 Thomas F. Cole to Tonopah Extension Mining Co.
- G.B.S. Deed, 39/245 Tonopah Mining Co. of Nevada to LeRoy David.
Note: There is no instrument of conveyance of Record into
Tonopah Mining Co. of Nevada. No Title.
- Q.C. Deed, 55/511 Tonopah Extension Mines, Inc. to Paul E. Watterson.
- G.B.S. Deed, 56/533 LeRoy David to LeRoy David and Leona and Nick Barbarich.
Note: No Title as in 39/245 above.
- Q.C. Deed, 104/32 Paul E. Watterson to Discoveries Corp. Ltd.
- Q.C. Deed, 111/277 Discoveries Corp. Ltd. to Sierra La Platta Mining Co.
- G.B.S. Deed, 116/349 LeRoy David and Leona and Nick Barbarich to Clarence Hall.
Note: No Title as in 39/245 above.
- G.B.S. Deed, 116/359 Clarence Hall to Hughes Tool Company.
Note: No Title as in 39/245 above.
- Trustee's Deed,
138/402 T.I.&T. Co. to Tonopah Extension Mines, Inc.
- Agreement, 175/247 Tonopah Extension Mines, Inc. to J. R. Keighly.
Note: Twenty-four (24) month option from 8-16-74.

BOBTAIL #4151

Patent No. 799688 - U.S.A. to Tonopah Merger Mining Company.

Tax Deed, 122/423 Rena Bailey to Dennis Hill.

Q.C. Deed, 148/389 Dennis Hill to Ranchers Equipment and Supply Co.

Q.C. Deed, 176/239 Ranchers Equipment and Supply Co. to Summa Corporation.