

DISTRICT	Tonopah
DIST_NO	4840 60000338
COUNTY	Nye
If different from written on document	
TITLE	Hughes Tool Co. (Claims Info) Lucky Jim
If not obvious	Research and Title 1969-1970
AUTHOR	T. Roosevelt; F.M. McKean; C.W. Brush; R.B. Richardson, F.C. Norris; W. H. Gray
DATE OF DOC(S)	1903, 1968-1970
MULTI_DIST Y / N	
Additional Dist. Nos:	
QUAD_NAME	Tonopah 7E
P_M_C_NAME	Hughes Tool Co.; Montana Tonopah Mining Co.;
(mine, claim & company names)	Lucky Jim; Columbia; Defender; Wild Bill; Jack Rabbit; White Elephant; Cronje Fraction; Cronje; Triangle; Captive; North Star; Mariam; After All; Jim Crow No. 1, Gypsy Queen; Montana Group; Mining Chance; Nevada Boy; Idahoan No. 3; Tonopah Belle
COMMODITY	N/A
If not obvious	
NOTES	Claim maps; deeds; patent title; title insurance documents

Keep docs at about 250 pages if no oversized maps attached
(for every 1 oversized page (>11x17) with text reduce
the amount of pages by ~25)

SS: DD 1/28/08
Initials Date

DB: Initials Date

SCANNED: J.M. 3/4/09
Initials Date

Survey #2004: LUCKY JIM

FFS3

98

HUGHES TOOL CO. (CLAIMS INFO.) 98

LUCKY JIM RESEARCH AND TILTEL

1969 - 1970

4840

100-0338

General Land Office

No. 38138

THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

WHEREAS, In pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Thirty-two and legislation supplemental thereto, there have been deposited in the General Land Office of the United States the Plat and Field Notes of survey and the Certificate No. 744, of the Register of the Land Office at Carson City, in the State of Nevada, accompanied by other evidence whereby it appears that the Montana Tonopah Mining Company did, on the twenty-second day of December, A. D. 1903, duly enter and pay for that certain mining claim or premises, known as the Lucky Jim mining claim, designated by the Surveyor General as Lot No. 2004, embracing a portion of section thirty-five in township three north of range forty-two east, Mount Diablo meridian in the Tonopah Mining District, in the County of Nye and State of Nevada, in the District of Lands subject to sale at Carson City and bounded, and platted as follows, with magnetic variation sixteen degrees and fifty-two minutes east.

Beginning at corner No. 1 from which the northeast corner of Section thirty-five, in township three north of range forty-two east, Mount Diablo meridian, bears north twelve degrees east-two thousand one hundred and sixty-six and seven tenths feet distant.

Thence, first course, south six degrees and forty-one minutes west two hundred and ninety-eight and two tenths feet to corner No. 2.

Thence, second course, south twenty-four degrees and twenty minutes west two hundred and seventy-five and six tenths feet to corner No. 3.

Thence, third course north eighty-four degrees and forty-three minutes west six hundred and ninety-seven and eight tenths feet to corner No. 4, one thousand four hundred and fifty-three and one tenth feet to corner No. 4.

*error in
Patent
corner #5
left out*

Thence, fourth course north twenty-four degrees and twenty minutes east five hundred and ninety-one feet to corner No. 6, from which the Center of discovery monument bears south forty-seven degrees and nine minutes east four hundred and fifty-nine and one tenth feet distant.

Thence, fifth course south eighty-four degrees and forty-three minutes east seven hundred and fifty feet to corner No. 7, one thousand three hundred and fifty-seven and four tenths feet to corner No. 1, the place of beginning; said Lot No. 2004 extending one thousand four hundred and forty and five tenths feet in length along said Lucky Jim vein or lode and containing eighteen acres and thirty-one hundredths of an acre of land more or less. 18.31

NOW KNOW YE, That there is therefore hereby granted by the United States unto the said Montana Tonopah Mining Company and to its successors and assigns, the said mining premises hereinbefore described, and not expressly excepted from these presents, and all that portion of the said Lucky Jim vein, lode, or ledge, and of all other veins, lodes, and ledges, throughout their entire depth, the tops or apexes of which lie inside of the surface boundary lines of said granted premises in said Lot No. 2004 extended downward vertically, although such veins, lodes, or ledges in their downward course may so far depart from a perpendicular as to extend outside the vertical side lines of said premises: Provided, That the right of possess to such outside parts of said veins, lodes, or ledges, shall be confined to such portions thereof as lie between vertical planes drwan downward through the end

lines of said Lot No. 2004 so continued in their own direction that such planes will intersect such exterior parts of said veins, lodes, or ledges: And provided further, That nothing herein contained shall authorize the grantee herein to enter upon the surface of a claim owned or possessed by another.

TO HAVE AND TO HOLD said mining premises, together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging unto the said grantee above named and to its successors and assigns forever; subject nevertheless to the above-mentioned and to the following conditions and stipulations:

FIRST. That the premises hereby granted, with the exception of the surface, may be entered by the proprietor of any other vein, lode, or ledge, the top or apex of which lies outside of the boundary of said granted premises, should the same in its dip be found to penetrate, intersect or extend into said premises, for the purpose of extracting and removing the ore from such other vein, lode, or ledge.

SECOND. That the premises hereby granted shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs and decisions of courts.

THIRD. That in the absence of necessary legislation by Congress, the Legislature of Nevada may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to its complete development.

IN TESTIMONY WHEREOF I, Theodore Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand at the City of Washington the
third day of March, in the year of our Lord one
thousand ^{NINE}~~eight~~ hundred and four, and of the
Independence of the United States the one hundred
and twenty-eighth.

By the President: T. Roosevelt

By F. M. McKean, Secretary.

C. W. Brush

Recorder of the General Land Office.

BILL OF SALE

FOR VALUE RECEIVED, the undersigned Vendors hereby sell, assign and transfer to HUGHES TOOL COMPANY, a Delaware corporation, as Vendee, all right, title and interest of the Vendors in and to the following property situated in the Tonopah Mining District, County of Nye, State of Nevada, to-wit:

All dumps, ores, tailings, debris, plants, fixtures, improvements, rights, privileges and appurtenances and all personal property of every kind and nature situate on or below the surface of the following described property:

PARCEL 1: Columbia and Defender Lode Mining Claims, U.S. Mineral Survey No. 3359, excluding therefrom so much of said claims as lies within U. S. Mineral Survey No. 2051.

PARCEL 2: Wild Bill Lode Mining Claim, U. S. Mineral Survey No. 4559, excluding therefrom the portions of said claim lying within the boundaries of U. S. Mineral Survey No. 2171.

PARCEL 3: Jack Rabbit, White Elephant, Mining Chance, Nevada Boy, Idahoan No. 3, Tonopah Belle and Cronje Fraction Lode Mining Claims, U. S. Mineral Survey No. 2075, excluding therefrom so much of said claims as lies within the boundaries of U. S. Mineral Survey Nos. 2039, 2030, 2004, 2053 and that lies within the boundaries of unsurveyed claims known as North Star, Mariam, After All, Jim Crow No 1 and Gypsy Queen, and so much of the Cronje Fraction that lies within the Cronje claim, and so much of the Tonopah Belle as lies within the Sampson.

Triangle Lode Mining Claim, U. S. Survey No. 2074, excluding therefrom the portion of said claim that lies within the boundaries of Campfire, U. S. Mineral Survey No. 2030, and Lucky Jim, U. S. Amended Mineral Survey No. 2004, and Midway location unsurveyed and so much of Survey No. 2053 that is in conflict with Survey No. 2004.

Lucky Jim Lode Mining Claim, U. S. Amended Mineral Survey No. 2004.

and said Vendors do hereby represent to and covenant to and with said Vendee that at the time of execution hereof, Vendors are lawfully possessed in his own right of a good title to the above-described property and that he has good right and lawful authority to sell and deliver the same, and that the same is free of all encumbrances of whatsoever kind or nature.

16th IN WITNESS WHEREOF, Vendors have hereunto set their hands this day of April, 1969.

W. B. Richardson
W. B. Richardson

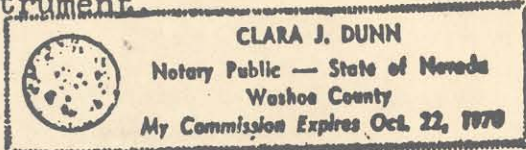
H. D. Budelman
H. D. Budelman

F. C. Ninnis
F. C. Ninnis

W. Howard Gray
W. Howard Gray

STATE OF Nevada }
County of Washoe } 88

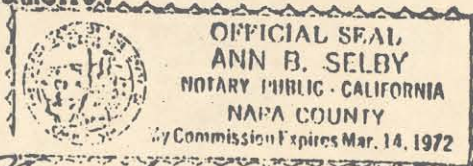
On this 9 day of April, 1969, personally appeared before me, a Notary Public, W. B. RICHARDSON, known to me to be the person described in and who acknowledged that he executed the foregoing instrument.



Clara J. Dunn
Notary Public

STATE OF California }
County of Napa } 88

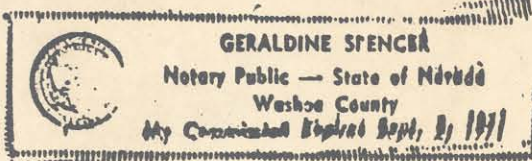
On this 11th day of April, 1969, personally appeared before me, a Notary Public, H. D. BUDELMAN, known to me to be the person described in and who acknowledged that he executed the foregoing instrument.



Ann B. Selby
Notary Public

STATE OF Nevada }
County of Washoe } 88

On this 17 day of April, 1969, personally appeared before me, a Notary Public, F. C. NINNIS, known to me to be the person described in and who acknowledged that he executed the foregoing instrument.



Geraldine Spencer
Notary Public

STATE OF Nevada }
County of Washoe } 88

On this 15th day of April, 1969, personally appeared before me, a Notary Public, W. HOWARD GRAY, known to me to be the person described in and who acknowledged that he executed the foregoing instrument.

Geraldine Spencer
Notary Public



68319-MC
10722

#8. BOOK 117 PAGE 136

DEED

THIS INDENTURE made this 30 day of December, 1968, by and between W. B. RICHARDSON, H. D. BUDELMAN, F. C. NINNIS and W. HOWARD GRAY, parties of the first part, and HUGHES TOOL COMPANY, a Delaware corporation, whose address is P. O. Box 309, Las Vegas, Nevada, party of the second part,

WITNESSETH:

That said parties of the first part, in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain and sell unto said party of the second party and to its successors and assigns, those certain lode mining claims situate in the Tonopah Mining District, County of Nye, State of Nevada, that are described as follows:

Parcel 1: Columbia and Defender Lode Mining Claims, U. S. Mineral Survey No. 3359, excluding therefrom so much of said claims as lies within U. S. Mineral Survey No. 2051.

Parcel 2: Wild Bill Lode Mining Claim, U. S. Mineral Survey No. 4559, excluding therefrom the portions of said claim lying within the boundaries of U. S. Mineral Survey No. 2171.

Parcel 3: Jack Rabbit, White Elephant, Mining Chance, Nevada Boy, Idahoan No. 3, Tonopah Belle and Cronje Fraction Lode Mining Claims, U. S. Mineral Survey No. 2075, excluding therefrom so much of said claims as lies within the boundaries of U. S. Mineral Survey Nos. 2039, 2030, 2004, 2053 and that lies within the boundaries of unsurveyed claims known as North Star, Miriam, After All, Jim Crow No. 1 and Gypsy Queen and so much of the Cronje Fraction that lies within the Cronje claim, and so much of the Tonopah Belle as lies within the Sampson.

Triangle Lode Mining Claim, U. S. Survey No. 2074, excluding therefrom the portion of said claim that lies within the boundaries of Campfire, U. S. Mineral Survey No. 2030, and Lucky Jim, U. S. Amended Mineral Survey No. 2004, and Midway location unsurveyed, and so much of Survey No. 2053 that is in conflict with Survey No. 2004.

Lucky Jim Lode Mining Claim, U. S. Amended Mineral Survey No. 2004.

TOGETHER WITH all dumps, debris, fixtures, machinery, equipment belonging to parties of the first part situate on the surface or beneath the surface of the above-described mining claims, together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD said premises, together with the appurtenances, unto said party of the second part, and to its successors and assigns.

DESCRIPTION

All those certain Lode Mining Claims situate in the Tonopah Mining District, County of Nye, State of Nevada, that are described as follows:

12 claims files need this T. policy

PARCEL 1:

Columbia and Defender Lode Mining Claims, U. S. Mineral Survey No. 3359, excluding therefrom so much of said claims as lies within U. S. Mineral Survey No. 2051.

PARCEL 2:

Wild Bill Lode Mining Claim, U. S. Mineral Survey No. 4559, excluding therefrom the portions of said claim lying within the boundaries of U. S. Mineral Survey No. 2171.

PARCEL 3: -

✓ Jack Rabbit, White Elephant, Mining Chance, Nevada Boy, Idahoan No. 3, Tonopah Belle and Cronje Fraction Lode Mining Claims, U. S. Mineral Survey No. 2075, excluding therefrom so much of said claims as lies within the boundaries of U. S. Mineral Survey Nos. 2039, 2030, 2004, 2053 and that lies within the boundaries of unsurveyed claims known as North Star, Miriam, After All, Jim Crow No. 1 and Gypsy Queen, and so much of the Cronje Fraction that lies within the Cronje claim, and so much of the Tonopah Belle as lies within the Sampson.

*researched
aug. 1970*

✓ Triangle Lode Mining Claim, U. S. Survey No. 2074, excluding therefrom the portion of said claim that lies within the boundaries of Campfire, U. S. Mineral Survey No. 2030, and Lucky Jim, U. S. Amended Mineral Survey No. 2004, and Midway location unsurveyed and so much of Survey No. 2053 that is in conflict with Survey No. 2004.

✓ Lucky Jim Lode Mining Claim, U. S. Amended Mineral Survey No. 2004.

*Research
begin 8-31-70*

-oOo-

12 claims included this policy

Form No. 1084-2

American Land Title Association
Owner's Policy—Standard Form B—1962
and
CLTA Standard Coverage Policy Form
Copyright 1963

SCHEDULE A

10722-NY

Total Fee for Title Search, Examination
and Title Insurance \$ 959.00

Amount \$ 120,000.00

Policy No. NEV. 68319-MC-1

Effective Date January 3, 1969 at 1:20 P. M.

Insured

HUGHES TOOL COMPANY

1. Title to the estate or interest covered by this policy at the date hereof is vested in:

HUGHES TOOL COMPANY

2. The estate or interest in the land described or referred to in Schedule C covered by this policy is:

FEE SIMPLE

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

Part Two:

1. Taxes for the fiscal year July 1, 1968 to July 1, 1969, now a lien, payable the first Monday in June, 1969.

2. Provisions contained in patents from the United States as follows:

Patent No. 38138 conveying Lucky Jim, recorded March 10, 1904, in Book V of Deeds, at page 419.

Patent No. 38139 conveying Triangle Lode, recorded May 24, 1905, in Book V of Deeds, at page 423.

Patent No. 38058 conveying those claims described in U. S. Mineral Survey No. 2075 that are included in Parcel No. 3, recorded on May 24, 1905, in Book V of Deeds, at page 428.

Patent No. 86659 conveying Parcel No. 1, recorded on June 29, 1910, in Book 27 of Deeds, at page 199.

Said provisions include, but are not limited to, the following:

"First. That the premises hereby granted with the exception of the surface, may be entered by the proprietor of any other vein, lode, or ledge, the top of apex of which lies outside of the boundary of said granted premises, should the same in its dip be found to penetrate, intersect, or extend into said premises, for the purpose of extracting and removing the ore from such other vein, lode, or ledge.

"Second. That the premises hereby granted shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs and decisions of courts. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

"Third. That in the absence of necessary legislation by Congress, the Legislature of Nevada may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to its complete development."

(Continued on Page 4)

SCHEDULE B (Continued)

3. Provisions contained in patents from the United States as follows:

Patent No. 930732 conveying Wild Bill Vein or Lode, recorded on August 15, 1935, in Book 39 of Deeds, at page 361.

Said provisions include, but are not limited to, the following:

"First. That the premises hereby granted shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local laws, customs, and decisions of the courts. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

"Second. That in the absence of necessary legislation by Congress, the Legislature of Nevada, may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, or other necessary means to its complete development."

4. Provision in Deed dated July 14, 1920, executed by THE TONOPAH MINING COMPANY OF NEVADA, as party of the first part, conveying to THE MONTANA-TONOPAH MINES COMPANY, party of the second part, Jack Rabbit, White Elephant, Mining Chance, Nevada Boy, Idahoan No. 3, Tonopah Belle, Cronje Fraction, Triangle and Lucky Jim claims, together with

"All the right, title and interest, if any, of the party of the first part, in and to all ores, mineral deposits, ore bodies, veins, lodes and ledges, or portions thereof, which lie inside of the space bounded by vertical planes passing through the surface boundary lines of said properties of the party of the second part in said mining district, or inside of the space bounded by vertical planes passing through the end lines and side lines or other surface boundary lines of any of said patented or unpatented mining claims or fractions of said party of the second part in said district. In other words, the party of the first part hereby sells, assigns, transfers, sets over and surrenders to the party of the second part, its successors and assigns, absolutely and forever, its extralateral rights to all ores lying beneath the surface of said properties, owned by the party of the second part, or any of them."

Said deed was recorded August 3, 1920, in Book 34 of Deeds, at page 590.

5. Deed dated July 14, 1920, and recorded on August 3, 1920, in Book 34 of Deeds, at page 593, by which THE MONTANA-TONOPAH MINES COMPANY did transfer and set over to THE TONOPAH MINING COMPANY OF NEVADA all of its extralateral rights to ores in veins opening in the Triangle, Lucky Jim, Jack Rabbit, White Elephant, Mining Chance, Nevada Boy, Idahoan No. 3, Tonopah Bell, and Cronje Fraction and lying beneath properties owned by THE TONOPAH MINING COMPANY OF NEVADA.

(Continued on Page 5)

SCHEDULE B (Continued)

1957
1951
6. The effect of a grant to BELL TELEPHONE COMPANY OF NEVADA of the right to construct, inspect, maintain, remove, repair, replace, operate and patrol such aerial wires, cables and other electrical conduits with anchors, guys and other appurtenances over a strip of land 10 feet in width as now surveyed and staked upon the White Elephant, Mining Chance and Idahoan No. 3, provided that where it is necessary to construct guys with anchors they shall not be constructed beyond 25 feet from the poles, by document dated October 14, 1957, recorded January 29, 1958, in Book 24 of Official Records, at page 125, executed by MONTANA-TONOPAH MINING COMPANY and WARREN B. RICHARDSON, the interest of said mining company in said claims having been conveyed by deed recorded on March 22, 1937, in Book 46 of Deeds, at page 57, and the interest of WARREN B. RICHARDSON being that of one of two optionees under agreement dated November 30, 1951.

7. The effect of a grant to BELL TELEPHONE COMPANY OF NEVADA of the right to construct, inspect, maintain, remove, repair, replace, operate and patrol such aerial wires, cables and other electrical conduits with anchors, guys and other appurtenances over a strip of land 10 feet in width over the Jack Rabbit and White Elephant, being 5 feet on each side of a center line described as follows:

Beginning at a point on the Jack Rabbit claim, from which point the Northwest corner of Section 35, Township 3 North, Range 42 East, M.D.B.&M. bears North $63^{\circ}02'35''$ West a distance of 3731.31 feet; running thence South $84^{\circ}25'30''$ East a distance of 172.85 feet; thence South $72^{\circ}29'30''$ East a distance of 22.00 feet to a point on the White Elephant claim from which point the Northwest corner of said Section 35 bears North $64^{\circ}01'05''$ West a distance of 3,914.31 feet.

and providing that where it is necessary to construct guys with anchors they shall not be constructed beyond 25 feet from said centerline by document dated October 20, 1959, recorded June 24, 1960, in Book 40 of Official Records, at page 378, executed by MONTANA-TONOPAH MINING COMPANY and W. B. RICHARDSON, the interest of said mining company in said claims having been conveyed by deed recorded on March 22, 1937, in Book 46 of Deeds, at page 57, and the interest of W. B. RICHARDSON being that one of two optionees under agreement dated November 30, 1951.

8. Grant of right-of-way easement by ALBERT SILVER, as administrator of the Estates of FRED L. COLE, Deceased, and C. B. BOB, Deceased, and ELCEY COLE WILLIAMS, dated November 7, 1963, to CALIFORNIA ELECTRIC POWER COMPANY, over a strip of land across the White Elephant, Mining Chance, Nevada Boy and Idahoan No. 3, the center line of which is described as follows:

Beginning at a point on the Westerly line of the White Elephant claim, which point bears South $56^{\circ}48'45''$ West a distance of 2,442.59 feet from the Northeast corner of Section 35, Township 3 North, Range 42 East, M.D.B.&M.;

(Continued on Page 6)

SCHEDULE B (Continued)

8. (Continued)

thence North 75°22'40" East a distance of 1,663.11 feet, more or less, to a point on the Easterly line of said Idahoan No. 3 claim, which point bears South 25°22'15" West a distance of 1,015.10 feet from the Northeast corner of said Section 35.

said grant being for construction, operation, maintenance, repair, replacement and removal of electric transmission lines and telephone lines with appurtenances.

The grantor agreeing not to construct, place or maintain buildings or other structures within 15 feet of the center line of said easement that shall exceed 18 feet in height above ground.

Said document was recorded January 29, 1964, in Book 65 of Official Records, at page 80.

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SCHEDULE C

The land referred to in this policy is situated in the State of **Nevada**, County
of **Nye**, and is described as follows:

----- SEE ATTACHED DESCRIPTION -----

-o0o-

bh 1/6/69

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "land": the land described, specifically or by reference, in Schedule C and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records;
- (d) "date": the effective date;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instruments; and
- (f) "insured": the party or parties named as Insured, and if the owner of the indebtedness secured by a mortgage shown in Schedule B is named as an Insured in Schedule A, the Insured shall include (1) each successor in interest in ownership of such indebtedness, (2) any such owner who acquires the estate or interest referred to in this policy by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, and (3) any federal agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an Insured herein or not, subject otherwise to the provisions hereof.

2. BENEFITS AFTER ACQUISITION OF TITLE

If an insured owner of the indebtedness secured by a mortgage described in Schedule B acquires said estate or interest, or any part thereof, by foreclosure, trustee's sale, or other legal manner in satisfaction of said indebtedness, or any part thereof, or if a federal agency or instrumentality acquires said estate or interest, or any part thereof, as a consequence of an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by a mortgage covered by this policy, or any part thereof, this policy shall continue in force in favor of such Insured, agency or instrumentality, subject to all of the conditions and stipulations hereof.

3. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

This policy does not insure against loss or damage by reason of the following:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land.
- (b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof.
- (c) Title to any property beyond the lines of the land expressly described in Schedule C, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein.
- (d) Defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured claiming loss or damage; or (2) known to the Insured Claimant either at the date of this policy or at the date such Insured Claimant acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured Claimant; or (4) attaching or created subsequent to the date hereof.
- (e) Loss or damage which would not have been sustained if the Insured were a purchaser or encumbrancer for value without knowledge.

4. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY THE INSURED

(a) The Company, at its own cost and without undue delay shall provide (1) for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of the mortgage and indebtedness covered by this policy or a sale of the estate or interest in said land; or (2) for such action as may be appropriate to establish the title of the estate or interest or the lien of the mortgage as insured, which litigation or action in any of such events is founded

upon an alleged defect, lien or encumbrance insured against by this policy, and may pursue any litigation to final determination in the court of last resort.

(b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claims of title or interest which is adverse to the title of the estate or interest or lien of the mortgage as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, or if the Insured shall in good faith contract to sell the indebtedness secured by a mortgage covered by this policy, or if an Insured in good faith leases or contracts to sell, lease or mortgage the same, or if the successful bidder at a foreclosure sale under a mortgage covered by this policy refuses to purchase and in any such event the title to said estate or interest is rejected as unmarketable, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, or if the Insured shall not, in writing, promptly notify the Company of any such rejection by reason of claimed unmarketability of title, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title of the estate or interest or the lien of the mortgage as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

5. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 4(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

6. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy, or, in case loss is claimed under this policy by the owner of the indebtedness secured by a mortgage covered by this policy, the Company shall have the option to purchase said indebtedness; such purchase, payment or tender of payment of the full amount of this policy, together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder. In the event, after notice of claim has been given to the Company by the Insured, the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

7. PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company, or (3) in the event the title is rejected as unmarketable because of a defect, lien or encumbrance not excepted or excluded in this policy, until there has been a final determination by a court of competent jurisdiction sustaining such rejection.

(d) All payments under this policy, except payments made for costs, attorneys' fees and expenses; shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company; provided, however, if the owner of an indebtedness secured by a mortgage shown in Schedule B is an Insured herein then such payments shall not reduce pro tanto the amount of the insurance afforded hereunder as to such Insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage. Payment in full by any person or voluntary satisfaction or release by the Insured of a mortgage covered by this policy shall terminate all liability of the Company to the insured owner of the indebtedness secured by such mortgage, except as provided in paragraph 2 hereof.

(e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

8. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage shown or referred to in Schedule B hereof or any mortgage hereafter executed by the Insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment to the Insured under this policy. The provisions of this paragraph numbered 8 shall not apply to an Insured owner of an indebtedness secured by a mortgage shown in Schedule B unless such Insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

9. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

If the Insured is the owner of the indebtedness secured by a mortgage covered by this policy, such Insured may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the mortgage, or release any collateral security for the indebtedness, provided such act does not result in any loss of priority of the lien of the mortgage.

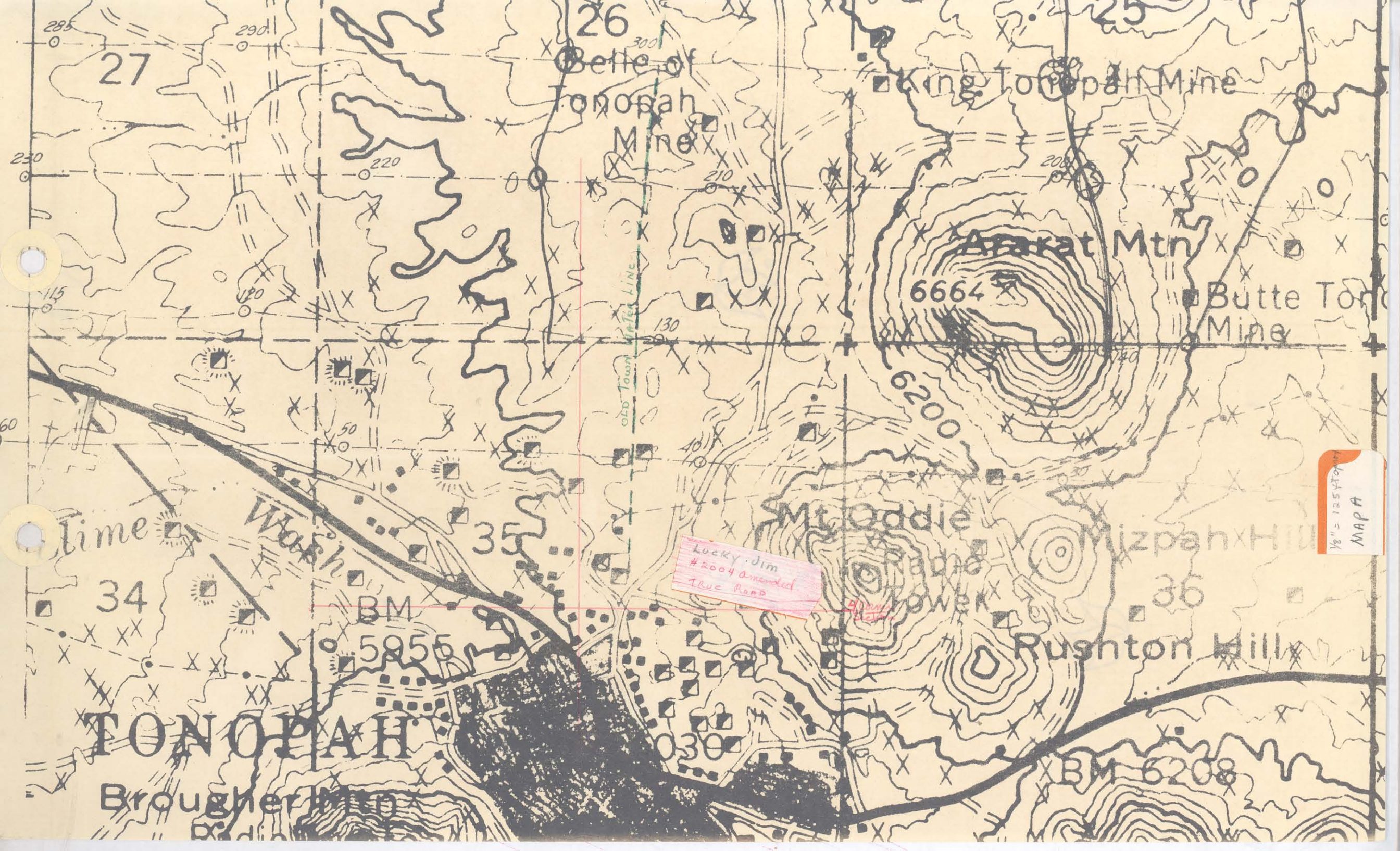
10. POLICY ENTIRE CONTRACT

Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the lien of the mortgage covered by this policy or the title of the estate or interest insured herein must be based on the provisions of this policy.

No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its home office at 421 North Main Street, Santa Ana, California, or to the office which issued this policy.



27

26
Butte of
Tonopah
Mine

King Tonopah Mine

Ararat Mtn
6664

Butte Tonopah Mine

Old Town Water Line

6200

Mt. Oddie

Vizpah Hill

Rushton Hill

Time Wash

34

BM
5955

Lucky Jim
#2004 amended
TRUE ROAD

TONOPAH

Broughton Mtn

BM 6208

1/8" = 125' TONOPAH
MAP A

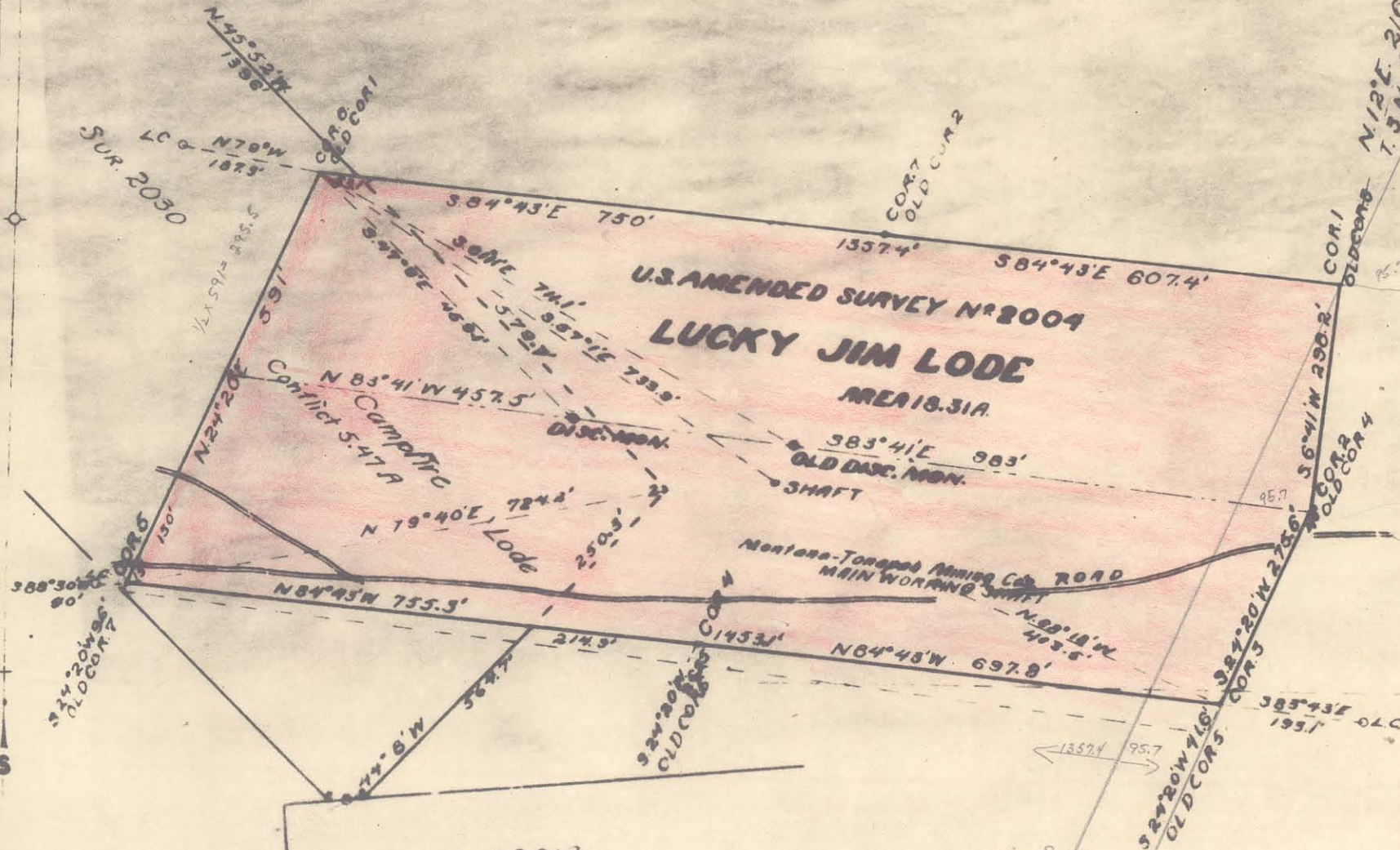
T3N, R42E

Sec. 35

Mt. Diablo Mer.

NE 1/4

N 12° E 2100.7' TO NE Cor. Sec. 35
T. 3 N. R. 42 E. Mt. Diablo Mer.



1357.4
591
1357.4
95.7
19.71 acres = 19.71
591 x 14,531 = 8,587,821 ÷ 43,560 = 196.334
19.376 acres
1357.4 x 591 = 802,223.40
+ 195.7 x 275.16 = 26,368.92
+ Δ 95.7 = 14,268.87
43,560 | 842,861.19
= 19.349 acres

1/4 Sec Cor
NOT FOUND

U.S.S. No. 2012
MIZP/H

5-29-1901 map date
3-3-1904 Patent

GRANTED AREA

N.H.

IN

Contest

STATION

The City
W.H.
known

from
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and
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of
serve
is
as
will
of
further
been
claim

MAP C

upon
proceed
there
and
claim

Mt Diablo Mer

NE $\frac{1}{4}$

7:- Did a court case force the "Amended"

N 12° E 2100' 10 NE. Cur. Soc 35
T 3 N. R 42 E. Mt Diablo Mer

$$\begin{array}{r} 18.31 \\ 5.47 \\ \hline 23.78 \end{array}$$

Map E

CAMPFIRE

to
1/10/11 M.C. 1110

1/4 Sec Cor
NOT FOUND

W.F.
IN
Conte
SURF
The
W.F.
known

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said in

that is
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tures,
And I
claim

Nt. Diablo Mer.

NE $\frac{1}{4}$

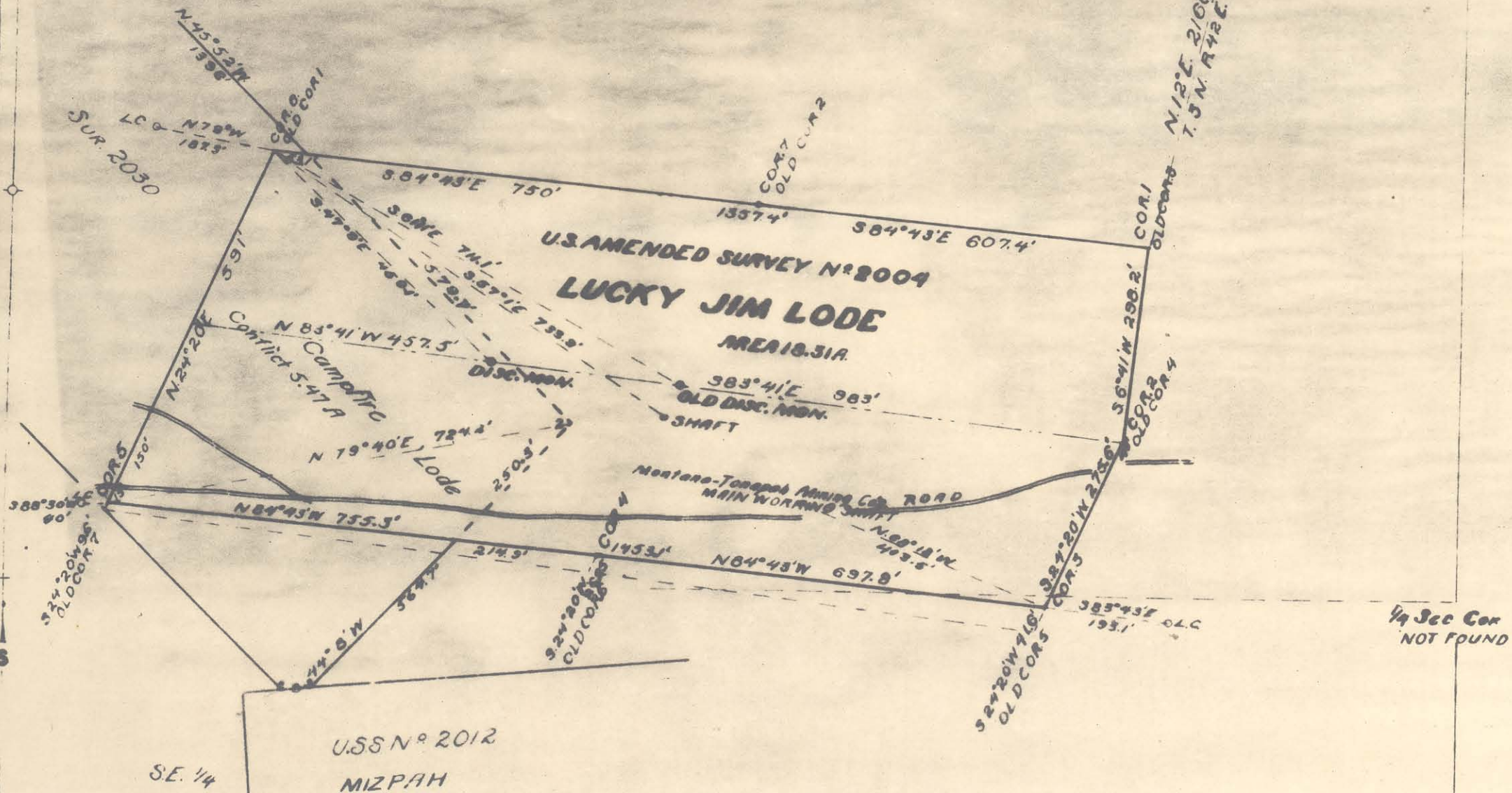
THE ROADS SHOWN ON THIS MAP ARE
PRIVATE ROADS. THIS CLAIM WITH OTHER CLAIMS
IS INCLOSED WITH A CHAIN LINK FENCE.

LINK FENCE.
Lorin Junker

? - ROAD - Public
a
Private

N 12° E. 2100'. To NE. Cor. Sec. 35.
T. 5 N. R. 42 E. Mt. Diablo Mer.

Map F
Road



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

File No. 10560
filed for record at request of
Nevada Title Guaranty Co.
Jan. 3, 1969
at 20 minutes past 1 o'clock
Pm and recorded in Book 117
of Official Records page 136
Nye County, Nevada.
Miss O. Brauley
County Recorder

W. B. Richardson
W. B. Richardson
H. D. Budelman also known as
Herman D. Budelman
H. D. Budelman attorney in fact
F. C. Ninnis
F. C. Ninnis
W. Howard Gray
W. Howard Gray

STATE OF

County

On this 3 day of December, 1968, personally appeared before me a Notary Public, H. D. BUDELMAN, known to me to be the person described in and who acknowledged to me that he executed the foregoing instrument.

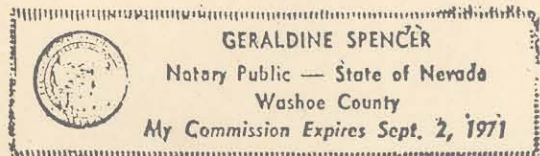
Notary Public

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

On this 30 day of December, 1968, personally appeared before me a Notary Public, W. B. RICHARDSON, F. C. NINNIS and W. HOWARD GRAY, who acknowledged that they executed the above instrument.

Geraldine Spencer
Notary Public

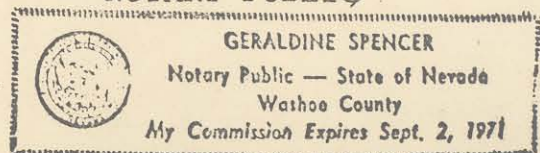
STATE OF NEVADA)
COUNTY OF WASHOE) ss.



On this 30th day of December, 1968, personally appeared before me, a Notary Public in and for said County and State, W. HOWARD GRAY, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of H. D. BUDELMAN, also known as HERMAN D. BUDELMAN, and acknowledged to me that he subscribed the name of H. D. BUDELMAN, also known as HERMAN D. BUDELMAN, thereto as principal, and his own name as attorney in fact, freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp the day and year last above written.

Geraldine Spencer
NOTARY PUBLIC



MAP SYMBOLS

red outline: included in this patent.
double red outline; subject claim
blue outline; excluded or excepted
in this patent
green solid: surfaces owned by others
red solid; areas owned by our Co.

Date 9-1-70
Prepared by Shesharton
Page 1 of pages

CLAIM RESEARCH

CLAIM NAME: Lucky Jim - (1.0- 8-6-P)

CURRENT OWNER: Hughes Tool
R.E - 12-30-68

Date acquired: Bill of Sale - 4-15-69 Hughes Tool Co. I/D No. 8-6-P
1-3-69 @ 11:20 a.m. FIRST AMERICAN

Title Policy: No. New 68319-MC-1 From: THRU - Reno Office - former New Title Guaranty Co.
12 CLAIMS INCL.

Mineral Survey No. 2004 Amended DATE: 5-29-1901 Magnetic Variation: 16° 52' E

Patent No. : 38138 Date: 3-3-1904 Mineral Certificate No. 744

Claims Included: No. 1 in Patent

Names: Lucky Jim

LOCATION: State: Neu County: Nyc Base & M: MT DIABLO Meridian
Township: 3 N - 42 E Section 35- NE 4
Mining District: TENOPAH Mining District

Legal: PART OF S2 NE 4 Sec 35- 3N- 42E- MT Diablo Meridian

CLAIM AREA: Gross 19.38 ± acres ^{per my arithmetic} Net after Patent exclusions: 18.31 per patent

LAYMAN'S location directions: See MAP A+B ATTACHED in file -

EXHIBITS ATTACHED: No. Items: 3

A: - claim in relation to Tenopah town area D: Map of Doc 34-590 - Apex Agreement
B: claim in relation to other claims E:
C: copy of Mineral Survey 2004 am. F:
(additional exhibits put on reverse)

MAP exclusions & conflicts	TITLE POLICY Schedule B, uninsured & special conditions	PATENT Provisions & exclusions
M.S. Map - 2004 amended	Sched. A - Fee Simple Title	Description has error
Patent & Map stipulate 18.31 acres	Sched. B - EXCEPTIONS NOT INSURED: Part 1 - Standard Easements - this is what Patent Description used after	SUBJECT TO: EXCEPTIONS - CONDITIONS:
My Geometry indicates 19.35 acres this is unimportant in agreement at this time.	Part 2 - Item 1 - Taxes 68-69 Item 2: 38138 - Lucky Jim 38139 Triangle	(1) other peoples Extra-lateral rights STANDARD
a road is shown on Map. but none is mentioned in patent.	M.S. - 8075 38068 Parcel 3 - ^{SAMPSON} ET AL - 12 claims 3359 .86659 - Parcel 1 - Deft. nbcx Columbia	(2) Water rights etc - Standard BUT NO CANAL R of way
	Item 3: 930732 - Wild. Bill	(3) Legislation & Nevada's rules etc STANDARD
	Item 4: Apex Agreement - Identified Doc - BK 34-590 but does not enumerate all claims affected by the agreement:	(4) - No CLAIMS OR PATENTS ARE "EXPRESSLY EXCLUDED-----"
	ie: David Fraction, George, Sampson, Janet Fraction	Memo: "Expressly Excepting etc" standard clause which usually precludes "total coverage"
	Item 5: Apex Agree - Identifies the doc. BK 34, Pg 5934 Ruds -	IS MISSING -
	Item 6: Book 46-1957 - Bell Easement 10' wide to 25' for guy wires - BK 24-125	There are no "exceptions" to the "area" described clauses.
	White Elephant, Mining Chance, Idahoan #3, Item 7: Bell + T easement - 10 feet JACK RABBIT + White Elephant + 25 ft soft for guy wires etc - Center line defined	
	Item 8: R of way - Calif. Elec. - White Elephant, Mining Chance, Idahoan #3 Center line defined, LIMITED - to height & width -	
Sched. C: Description of this claim - Lucky Jim - amended M.S. 2004		

MAP

TITLE POLICY

PATENT

Patent Problems or Items of Interest

- ①? Description error - Corner #5 is omitted from the patent description but shown on the ^{Mineral Survey.}
- ② No canal sites for U.S. are reserved.
- ③ No exclusions of other patents or unpatented claims are listed.
- ④ Area is listed in Patent & on M.S. map ^{#2004 AM} as 18.31 acres
? But: My geometry preliminary figures indicate 19.35 acres?
- ⑤? Road is shown as existing on map - find "what appears to be current use" memo.
? patent makes no exceptions or reservations for any road rights
? in any way - at the survey shows existence - is this a private or public Road?

Title Policy - Problems or items of interest: Schedule A - Fee Simple

- ① Schedule-B - "NOT INSURED AGAINST"
Part 1: Standard 5 items
Part 2: #1 Subject to the provisions of 4 Patents: encompassing 16 claims
#3 1 Patent: "Wild Bell"
Our Doc. file folder #1-13 #4 "Apex Agreement" - using "Patent + Mineral Survey + claim" names - lists 9 claims
+ 14 #5 "Apex Agreement" - - - - - listing same 9 claims
Item #6: Bell Telephone R/W - 10' + other limitations - By Montana - Tonopah Mining Co
? the correct name is Montana-Tonopah Mines Company
? "Optionee Warren B Richardson
10' R/W where now surveyed and staked - limited wide & hi - in special instances
? Montana-Tonopah Mines Co Acquisition - BK 46 deeds - Pg 59 - 3-22-37
? Two Options: Warren B Richardson - 11-30-51 - by "agreement" where 2nd option is
what happens to option?
Item #7: Bell Tel R/W - on "Jack Rabbit" and "White Elephant"
10' R/W - AS DESCRIBED By miles + bounds of centu line - limited wide & hi ^{conditions.} for special
Name of Company same as above #6-? #1 and option & doc referred to are same as #6 -
Item #8: R/W - To Calif Elec Power Co. - By Albert Silver adm. testates -
on White Elephant, Nevada Bay, Mining chance, Idahoan #3 - centu-line
described: For Elec Transmission and Telephone Lines - limited wide & hi items

Roads: Shown on map F - w/ M.S. Bunkers notation - are Private.

Water: none visible or found so far

adverse Possession Visible: none except a possible T.V. cable

? - why the amended-Survey - POSSIBLE COURT DECISION?

[illegible]

SECTION

TOWNSHIP:

RANGE:

B&M:

Section
Tract

Subdivision

NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

Lot

Acres

Kind of Entry
or
Purpose of OrderSerial #
or
Order #Date
of
ActionDate
Posted

REMARKS

NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$			
NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE

Purchased from: W.B. Richardson; H.D. Budel and; J.C. Minnis; W. Howard Gray

Tax record owners: 1-2-5 - Montana Tonopah Co. Reorganized

3-4-6-7-8-9-10-11-12 - Heirs of Charles V. Bob deceased - 6/29/ interest

Heirs of Fred L. Cole (aka) Frederick L. Cole deceased 11/5/29/ interest

Elcey Cole Williams - 11/5/29/ interest

was sold:
interests purchased by Minnis et al
before selling to Hughes. Dec 8/31/70

The "Montana Group", Nye County, Nevada
Patented claims:

- | | | | |
|----------------|---------------|---------------------|------------|
| 1. COLUMBIA | } 3359 Survey | 7. WHITE ELEPHANT | } Sur 2075 |
| 2. DEFENDER | | 8. MINING CHANCE | |
| 3. LUCKY JIM | | 9. NEVADA BOY | |
| 4. TRIANGLE | | 10. IDAHOAN NO. 3 | |
| 5. WILD BILL | | 11. TONOPAH BELLE | |
| 6. JACK RABBIT | | 12. CRONJE FRACTION | |

T. 3N., R. 42E., Secs. 26 & 35

Escrow closed: January 3, 1969
Escrow #68319 32447-W: (Lawyers Nevada)
Group - 8

memo in Group "8" file



POLICY OF TITLE INSURANCE

ISSUED BY

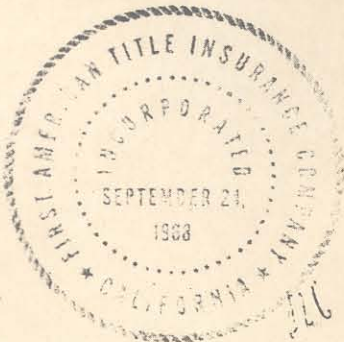
First American Title Insurance Company NEV. 68319-MC-1

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, for a valuable consideration paid for this policy, the number, the effective date, and amount of which are shown in Schedule A, hereby insures the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or, if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorney's fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule C, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
2. Unmarketability of such title; or
3. Any defect in the execution of any mortgage shown in Schedule B securing an indebtedness, the owner of which is named as Insured in Schedule A, but only insofar as such defect affects the lien or charge of said mortgage upon the estate or interest referred to in this policy; or
4. Priority over said mortgage, at the date hereof, of any lien or encumbrance not shown or referred to in Schedule B, or excluded from coverage in Schedule B or in the Conditions and Stipulations, said mortgage being shown in Schedule B in the order of its priority.

all subject, however, to the Conditions and Stipulations hereto annexed, which Conditions and Stipulations, together with Schedules A, B, and C are hereby made a part of this policy.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, on the date shown in Schedule A.



First American Title Insurance Company

BY

PRESIDENT

BY

ASSISTANT SECRETARY

B 16008 BH