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Volume 7 ; Book 31

TOMBSTONE

**Mining District
Cochise County, AZ**

**Santa Fe Mining, Inc.
Title Work
Co. Recorded Documents
JABA, Inc. Copy**

VOLUME 17 BOOK 31

SANTA FE MINING, INC.

TITLE WORK

Co. RECORDED DOCUMENTS

THIS IS -
JABA'S

COPY OF

NOTEBOOK

MAKE SURE!!

ASSIGNMENT OF
MGT & LEASES

BK4 Pg 154

of the second part to have, use and take all the lawful ways and means for the
recover of the said money and interest; and in case of a payment to discharge the
same as fully as the said party of the first part might or could do if these
presents were not made.

IN WITNESS WHEREOF, said party of the first part has signed these
presents, the 5th day of May, A. D. 1934.

REX RICE

STATE OF ARIZONA)
) SS.
COUNTY OF COCHISE)

Before me, W. G. Gilmore, a Notary Public in and for the County of
Cochise, State of Arizona, on this day personally appeared Rex Rice, known to me
to be the person whose name is subscribed to the foregoing instrument, and
acknowledged to me that he executed the same for the purpose and consideration
therein expressed.

Given under my hand and seal of office this 5th day of May, A. D.
1934.

W. G. GILMORE, Notary Public

(SEAL)

My Commission expires May 26, 1934.

Filed and recorded at request of W. G. Gilmore, Douglas, Arizona, MAY 7, 1934, at
9:00 A. M.

By Frances Lippert, Deputy

H. L. HUTCHISON, County Recorder

Book 4 Assign of MTGA Leases, Pg 154

A S S I G N M E N T

NO.
2077

In consideration of the sum of Ten (\$10.00) Dollars in hand paid,
receipt whereof is hereby acknowledged, and for other good and valuable considera-
tion, the UNITED STATES SMELTING REFINING AND MINING EXPLORATION COMPANY, a corpora-
tion of the State of Maine, does hereby sell, assign, transfer and set over unto the
UNITED STATES SMELTING REFINING AND MINING COMPANY, a corporation of the State of
Maine, all its right, title and interest in and to and under that certain Lease
and Agreement, dated February 15, 1934, entered into between the TOMBSTONE DEVELOP-
MENT COMPANY, a corporation of the State of Arizona, and the UNITED STATES SMELTING
REFINING AND MINING EXPLORATION COMPANY, and all its right, title and interest in,
to and under that certain Agreement dated March 29, 1934, entered into between the
TOMBSTONE DEVELOPMENT COMPANY and the UNITED STATES SMELTING REFINING AND MINING
EXPLORATION COMPANY.

UNITED STATES SMELTING REFINING AND MINING EXPLORATION
COMPANY, By D. D. Muir, Jr. Manager,
Inter-Mountain Department

WITNESS: E. A. Hamilton

STATE OF UTAH }
COUNTY OF SALT LAKE } SS. *good*

On this 11th day of April, 1934, personally appeared before me D. D. MUIR, Jr., who being by me duly sworn, did say: That he is an officer, to-wit, the Manger of United States Smelting Refining and Mining Exploration Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws, and said D. D. Muir, Jr., acknowledged to me that said corporation executed the same.

W. W. PAGE, Notary Public
Residing at Salt Lake City, Utah.

(SEAL)

My Commission expires: Jany. 25-1936.

CONSENT

Tombstone Development Company hereby consents to the foregoing assignment this 16th day of April, 1934.

J. B. Martin, President.

Filed and recorded at request of United States Smelting Refining & Mining Company New House Building, Salt Lake City, Utah, MAY 9, 1934, at 9:00 A. M.

By Frances Lippert, Deputy

H. L. HUTCHISON, County Recorder

NO.
2217

*Book 4 Assignments of MTG & Leases
PS 154*

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, B. F. SHEARER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Washington, does hereby sell, assign, transfer and set over unto LYRIC AMUSEMENT COMPANY, a corporation, that certain mortgage made by WALTER T. WOMACKS and GRACE WOMACKS, his wife, dated November 15, 1933 which said mortgage was subsequently recorded in the office of the County Recorder of Cochise County, State of Arizona, on the 20th day of November, 1933, in Book 68 of Real Estate Mortgages at pages 227-228, and which said mortgage was subsequently assigned by the original mortgagee, B. F. SHEARER COMPANY of Los Angeles to B. F. SHEARER COMPANY, a Washington corporation, the assignment of which mortgage was filed for record in the office of the County Recorder of Cochise County, State of Arizona, on December 11, 1933 in Book 4, pages 136-139 of Assignments of Mortgages and Leases.

The assignor, B. F. SHEARER COMPANY, also assigns the note described in said mortgage, together with all money due or to become due upon said promissory note.

Dated at Seattle, Washington, this 4th day of May, 1934.

DEEDS OF MINES

THIS INDENTURE, made and entered into this 27th day of Aug. 1936, by and between SUNKER HILL MINES COMPANY, a corporation, organized and existing under and by virtue of the Laws of the State of West Virginia, and duly authorized to conduct its corporate business in Cochise County, State of Arizona, hereinafter known as First Party, and TOMBSTONE DEVELOPMENT COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Arizona and duly authorized to conduct its corporate business in Cochise County, State of Arizona, hereinafter known as Second Party,

WITNESSETH:

That First Party for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America, to it in hand paid by Second Party, receipt whereof is hereby confessed and acknowledged, has granted and conveyed, and by these presents does hereby grant and convey unto said Second Party, the following described patented lode mining claim, situate, lying and being in the Charleston Mining District, Cochise County, State of Arizona, to-wit:

ALKEY patented lode mining claim, the United States patent to which is recorded in the office of the County Recorder of Cochise County, State of Arizona, in Book 12 Deeds of Mines, at Page 261 thereof.

Together with all dips, spurs and angles, and also all the metals, ores, gold and silver bearing quartz, rock and earth therein, and all the rights, privileges and franchises thereto incumbent and appurtenant, or therewith usually had and enjoyed, and all buildings and improvements situate thereon.

TO HAVE AND TO HOLD the above described premises and property unto said Second Party, its successors and assigns forever.

This deed is executed for the purpose of correcting the description of the aforesaid ALKEY patented lode mining claim as set forth and contained in that certain deed between the parties hereto, dated the 10th day of July, 1935, and recorded on the 22nd day of July, 1935, in the office of the County Recorder of Cochise County, state of Arizona, in Book 34 Deeds to Mines, at page 363, wherein said mining claim is described as being situate in the Sunker Hill Mining District rather than in the

IN WITNESS WHEREOF, First Party has caused these presents to be executed by its proper officers thereunto authorized, and its corporate seal to be hereunto attached the day and year in this Indenture first written.

(CORPORATE SEAL)

BUNKER HILL MINES COMPANY
By LOUIS S. CATES, Its President.

ATTEST:

A. T. THOMSON, Its Secretary

APPROVED AS TO FORM
ELLINWOOD & ROSS, General Attorney
W.A.E.

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

This instrument was acknowledged before me this 27th day of Aug. 1935, by Louis S. Cates and A.T. Thomson as President and Secretary, respectively, of Bunker Hill Mines Company, personally known to me to be such officers of said corporation, who personally appeared before me and stated to me that they executed the same for and on behalf of such corporation, being thereunto duly authorized, for the purpose and consideration therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this Certificate first above written.

(SEAL)

My commission expires:
Mar. 30 , 1937

F. K. CAMERON, Notary Public.
Notary Public Nassau County No. 167
New York Co. No. 83, Register's No. 7-C-45
My Term Expires March 30, 1937

Filed and recorded at request of J.B. Martin, Box 2110, Tucson, Arizona, OCT. 7, 1935,
at 9:00 A.M.

DEED OF TRUST
BK 34 19 368

(My Commission Expires Jan-23rd, 1933.)

Filed and recorded at request of H.W. McGovney, 45 S. 6th Ave., Tucson, Arizona.

JUL 17, 1935, at 2:00 P.M.

By Florence Grant, Deputy

KATHERINE G. RUTCHISON, County Recorder

\$85.00 I.R. Stamps Cancelled.

*34 deeds of Mine's
Pg 368-372*

NO.

4348

MINING DEED

THIS INDENTURE, made and entered into this 10th day of July, 1935, by and between BUNKER HILL MINES COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of West Virginia, and duly authorized to conduct its corporate business in Cochise County, State of Arizona, hereinafter called First Party, and TOMSTONE DEVELOPMENT COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter called Second Party,

WITNESSETH:

That First Party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, lawful money of the United States of America, to it in hand paid by Second Party, receipt whereof is hereby confessed and acknowledged, has granted and conveyed, and by these presents does hereby grant and convey unto Second Party, the following described patented lode mining claims, situate, lying and being within Tombstone Mining District, Cochise County, State of Arizona, the name of each, and the book and page number of Deeds of Mines, in the office of the County Recorder of said Cochise County in which the United States Patent thereto is recorded being as follows, to-wit:

Name of Claim	Book	Deeds of Mines at	Page
ALKEY	12		261
ANTELOPE	29		300
BANNER	15		336
BIG COITT	29		310
BLACK HAWK	30		411
BLUE MONDAY	15		452
BOSS	14		534
BROTHER JONATHAN	8		530
BUFFALO	29		326
BURKER HILL	12		11
CHANCE	11		550
COCOPAH	6		420
C.O.D.	15		103
CONTACT	9		536
CONTENT	15		297
CONTRITION	3	Transcribed	304
CONTENTMENT	15		300
CORNELL	29		335
DEFENCE	14		289
IRY HILL	30		365
EAST SIDE	14		272
EAST SIDE NUMBER 2	14		273
EMERALD	8		600
EMERALD SOUTH MINE	30		337
EMPIRE	11		76
ESCONDIDO	29		203
EXTRACY	8		37
FIRST SOUTH EXTENSION OF THE TOUCHNUT	5		1
FLORA MORRISON	8		177
FLORODARA	29		394
FORTUNA	29		304
GILDED AGE	9		34
GOODENOUGH	14		311
GRAND CENTRAL	5		24
GRAND DIPPER	8		606
HARD UP	27		273
HAWKEYE-LITTLE WONDER	30		146
HEAD CENTER-YELLOW JACKET	29		296
HERALD	15		261
HIDDEN TREASURE	11		556
BOUGHTON	29		335
ILLINOIS	29		335
LAST CHANCE NO. 2	11		553
LITTLE COLET	29		310

NAME OF CLAIM	Book	Deeds of Lines at	Page
MOCKY COSS	14		235
LOWELL	12		615
MADE	8		540
MADDOX	12		1
MAYFLOWER	15		360
MEXICAN	9		541
HIGHMAN	29		335
MINERS DREAM	29		310
MOONLIGHT	11		543
MCCANN	29		302
NAUMKEAG	5		17
NEW YEAR	9		260
NINETY NINE	30		163
NORTH EXTENSION OF SULPHURET	34		243
NORTH POINT	12		563
OREGON	23		394
OWLS LAST HOOT	27		297
OWLS NEST	14		319
POOR X	4		3
PROMETER	27		273
PROTECTION	29		409
RATTLESNAKE	12		6
REVENUE	11		24
SAN PEDRO	27		290
SAN RAFAEL	30		163
SHOOFLY	29		300
SHORTY	8		93
SILVER BELT	15		382
SILVER PLULE	9		497
SILVER THREAD	11		564
SOUTHERN BELLE	29		335
STANDARD	11		547
SOUTH EXTENSION OF THE GRAND GENERAL	7		100
SULPHURET	5		8
SURVEY	7		334
SURVEY	14		304
SYDNEY	27		293
TELEPHONE	15		103
TOUR HUT	14		263
TRANQUILITY <i>TRANQUILITY</i>	3		565 565
TRIBTS <i>Tribute</i>	14		325 325
TRIPLS EX <i>Triple EX</i>	3		536 536
VERDE <i>Verde</i>	12		265 265
VIZING <i>U. ZING</i>	27 27		290 290
WAY UP <i>WAY UP</i>	5 5		395 396

Name of Claim	United States patent recorded in		
	Book	Deeds of Mines at	Page
EDGE	14		258
WEST SIDE	14		263

pg 871

Together with all dips, spurs and angles, and also all the metals, ores, gold and silver bearing quartz, rock and earth therein, and all the rights, privileges and franchises thereto incumbent, appendant and appurtenant, or therewith usually had and enjoyed, and all buildings, gallows frames and improvements situate on any or all of the above described patented mining claims, save and except the buildings and improvements on those portions of the EMPIRE and TOUGHNUT mining claims covered by lease agreements from First Party to Kruse Davis, Sr., dated April 13, 1929, and from First party to Russell Kohlen, dated March 24, 1929, respectively.

TO HAVE AND TO HOLD the above described property and premises, together with the improvements thereon, and the appurtenances and privileges thereto incident unto said Second Party, its successors and assigns forever; provided, however, that this indenture and conveyance is subject to the following:

- (1) That certain lease agreement dated April 13, 1929, by and between Bunker Hill Mines Company and Kruse Davis, Sr., which covers a part of the EMPIRE mining claim.
- (2) That certain lease agreement dated May 24, 1929, by and between Bunker Hill Mines Company and Russell Kohlen, which covers a portion of the TOUGHNUT mining claim.
- (3) That certain lease agreement dated November 3, 1932, by and between Bunker Hill Mines Company and Juan Romo, which covers the MAY FLOWER and LAST CHANCE NO. 2 mining claims.
- (4) Any existing roads, easements and rights of way of record in the office of the County Recorder of Cochise County, over or across the surface of said mining claims.
- (5) Any rights superior to those of First Party in and to the surface of the GILDED AGE, WAY UP, SURVEY, VIZINA, BANNER and POOR X mining claims, and those portions of the surface of the EMPIRE, SILVER BELT, NORTH POINT, GOODENOUGH, HAWKEYE, LITTLE WONDER and COCOPAH mining claims, lying within the patent boundaries of the Townsite of Tombstone, and improvements thereon.
- (6) Taxes for the year 1935.
- (7) The reservations, restrictions and limitations set forth and contained in the respective patents to said mining claims.

IN WITNESS WHEREOF, First Party has caused this Indenture to be executed by its proper officers, thereunto duly authorized by unanimous vote of its stockholders, and its corporate seal to be hereunto affixed the day and year first herein written.

(CORPORATE SEAL)

BUNKER HILL MINES COMPANY
By LOUIS S. CATES, Its President

ATTEST:

A. T. THOMSON, Its Secretary

APPROVED AS TO FORM

WILLIAMS & ROSS, General Attorney, W.A.E.

This instrument was acknowledged before me this 10th day of July, 1935, by Louis S. Cates and A.T. Thomson, as President and Secretary, respectively, of Bunker Hill Mines Company, a corporation, personally known to me to be such officers of said corporation, who personally appeared before me and acknowledged to me that they executed the same for and on its behalf, being thereunto duly authorized, for the purpose and consideration therein expressed.

WITNESS my hand and official seal the day and year in this Indenture above written.

F. K. CAMERON, Notary Public.

(SEAL)

Notary Public Nassau County No. 167

New York Co. No. 83, Register's No. 7-C-45

My commission expires: Mar. 30, 1937

My Term Expires March 30, 1937

CERTIFIED COPY OF RESOLUTION PASSED AT A
SPECIAL MEETING OF THE STOCKHOLDERS OF BUNKER HILL MINES
COMPANY HELD AT THE OFFICE OF THE COMPANY, 40 WALL STREET, NEW
YORK, N. Y., ON WEDNESDAY, JULY 10, 1935.

"RESOLVED, that the proper officers of the company be authorized to execute Mining Deed, Quit-Claim Deed and Bill of Sale conveying to the Tombstone Development Company the entire properties of the Bunker Hill Mines Company at Tombstone, Arizona."

I, A. T. THOMSON, Secretary of Bunker Hill Mines Company, do hereby certify that the foregoing is a full, true and correct copy of resolution adopted at a special meeting of the stockholders of the Bunker Hill Mines Company, duly held on July 10, 1935, at which a quorum was present.

WITNESS my hand and the seal of said corporation this 10th day of July, 1935.

A. T. THOMSON, Secretary

(CORPORATE SEAL)

Filed and recorded at request of Tombstone Development Co., Tombstone, Arizona,

JUL 22, 1935, at 9:00 A.M.

By Florence Grant, Deputy

KATHRYN G. HUTCHISON, County Recorder



This instrument was acknowledged before me this 16th day of July A.D. 1935, by Sim M. Wills.

GEORGE B. SKINNER, Notary Public.

(SEAL)

(My Commission Expires Jan. 23rd, 1938.)

Filed and recorded at request of H.W. McGovney, 45 S. 6th Ave., Tucson, Arizona,

JUL 17, 1935, at 2:00 P.M.

By Florence Grant, Deputy

KATHRYN G. HUTCHISON, County Recorder

\$85.00 I.R. Stamps Cancelled.

34/368 D. of M.

MINING DEED

THIS INDENTURE, made and entered into this 10th day of July, 1935, by and between BUNKER HILL MINES COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of West Virginia, and duly authorized to conduct its corporate business in Cochise County, State of Arizona, hereinafter called First Party, and TOMBSTONE DEVELOPMENT COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter called Second Party,

WITNESSETH:

That First Party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, lawful money of the United States of America, to it in hand paid by Second Party, receipt whereof is hereby confessed and acknowledged, has granted and conveyed, and by these presents does hereby grant and convey unto Second Party, the following described patented lode mining claims, situate, lying and being within the Tombstone Mining District, Cochise County, State of Arizona, the name of each, and the book and page number of Deeds of Mines, in the office of the County Recorder of said Cochise County in which the United States Patent thereto is recorded being as follows, to-wit:

Name of Claim	Book	Leafs of Lines at	Page
ALKEY	12		261
ANTELOPE	29		300
BANNER	15		386
BIG COMIT	29		310
BLACK HAWK	30		411
BLUE MONDAY	15		458
BOSS	14		594
BROTHER JONATHAN	8		530
BUFFALO	29		335
BUNKER HILL	12		11
CHANCE	11		550
COCOPAH	6		440
C.O.D.	15		108
CONTACT	9		536
CONTENT	15		297
CONVENTION	3	Transcribed	394
CONTENTMENT	15		300
CORNELL	29		335
DEFENCE	14		289
DRY HILL	30		385
EAST SIDE	14		272
EAST SIDE NUMBER 2	14		278
EMERALD	8		600
EMERALD SOUTH MINE	30		387
EMPIRE	11		76
ESCONDIDO	29		298
EXTACY	8		87
FIRST SOUTH EXTENSION OF THE TOUGHNUT	5		1
FLORA MORRISON	8		177
FLORODARA	29		394
FORTUNA	29		304
GILDED AGE	9		34
GOODENOUGH	14		311
GRAND CENTRAL	5		24

COCOPAH	6		440
C.O.D.	15		108
CONTACT	9		536
CONTENT	15		297
CONTENTION	3	Transcribed	394
CONTENTMENT	15		300
CORNELL	29		335
DEFENCE	14		289
DRY HILL	30		385
EAST SIDE	14		272
EAST SIDE NUMBER 2	14		278
EMERALD	8		600
EMERALD SOUTH MINE	30		387
EMPIRE	11		76
ESCONDIDO	29		298
EXTACY	8		87
FIRST SOUTH EXTENSION OF THE TOUGHNUT	5		1
FLORA MORRISON	8		177
FLORODARA	29		394
FORTUNA	29		304
GILDED AGE	9		34
GOODENOUGH	14		311
GRAND CENTRAL	5		24
GRAND DIPPER	8		606
HARD UP	27		278
HAWKEYE-LITTLE WONDER	30		146
HEAD CENTER-YELLOW JACKET	29		296
HERAL	15		261
HIDDEN TREASURE	11		556
HOUGHTON	29		335
ILLINOIS	29		335
LAST CHANCE NO. 2	11		553
LITTLE COMET	29		310

United States patent recorded in

NAME OF CLAIM	Book	Deeds of Mines at	Page
LUCKY CUBE	14		295
LOWELL	12		615
MAINE	8		540
MAMMOTH	12		1
MAYFLOWER	15		360
MEXICAN	9		541
MICHIGAN	29		335
MINERS DREAM	29		310
MOONLIGHT	11		543
MCCANN	29		302
NAUMKEAG	5		17
NEW YEAR	9		260
NINETY NINE	30		168
NORTH EXTENSION OF SULPHURET	34		240
NORTH POINT	12		568
OREGON	29		394
OWLS LAST HOOT	27		297
OWLS NEST	14		319
POOR X	4		3
PROMPTER	27		27
PROTECTION	29		400
PITLSNAKE	12		6
REVENUE	11		24
SAN PEDRO	27		290
SAN RAFAEL	30		168
SHOOFLY	29		300
SHORTY	8		93
SILVER BELT	15		382
SILVER PLUME	9		497
SILVER THREAD	11		564
SOUTHERN BELLE	29		335
STANDARD	11		547

NEW YEAR	9	260
NINETY NINE	30	168
NORTH EXTENSION OF SULPHURET	34	240
NORTH POINT	12	568
OREGON	29	394
OWLS LAST HOOT	27	297
OWLS NEST	14	319
POOR X	4	3
PROMPTER	27	270
PROTECTION	29	409
RATTLESNAKE	12	6
REVENUE	11	24
SAN PEDRO	27	290
SAN RAFAEL	30	168
SHOOFLY	29	300
SHORTY	8	93
SILVER BELT	15	382
SILVER PLUME	9	497
SILVER THREAD	11	564
SOUTHERN BELLE	29	335
STANDARD	11	547
SOUTH EXTENSION OF THE GRAND CENTRAL	7	100
SULPHURET	5	
SURVEY	7	331
SURVEY	14	304
SYDNEY	27	293
TELEPHONE	15	103
TOUGH NUT	14	263
TRANQUILLITY	3	565
TRIBUTE	14	325
TRIPLE EX	8	536
VERDE	12	265
VIZINA	27	200
WAY UP	5	396

Name of Claim	United States patent recorded in		
	Book	Deeds of Mines at	Page
WEDGE	14		258
WEST SIDE	14		283

Together with all dips, spurs and angles, and also all the metals, ores, gold and silver bearing quartz, rock and earth therein, and all the rights, privileges and franchises thereto incumbent, appendant and appurtenant, or therewith usually had and enjoyed, and all buildings, gallows frames and improvements situate on any or all of the above described patented mining claims, save and except the buildings and improvements on those portions of the **EMPIRE** and **TOUGHNUT** mining claims covered by lease agreements from First Party to Kruse Davis, Sr., dated April 13, 1929, and from First party to Russell Kohlen, dated March 24, 1929, respectively.

TO HAVE AND TO HOLD the above described property and premises, together with the improvements thereon, and the appurtenances and privileges thereto incident unto said Second Party, its successors and assigns forever; provided, however, that this indenture and conveyance is subject to the following:

(1) That certain lease agreement dated April 13, 1929, by and between Bunker Hill Mines Company and Kruse Davis, Sr., which covers a part of the **EMPIRE** mining claim.

(2) That certain lease agreement dated May 24, 1929, by and between Bunker Hill Mines Company and Russell Kohlen, which covers a portion of the **TOUGHNUT** mining claim.

(3) That certain lease agreement dated November 3, 1932, by and between Bunker Hill Mines Company and Juan Romo, which covers the **MAY FLOWER** and **LAST CHANCE NO. 2** mining claims.

(4) Any existing roads, easements and rights of way of record in the office of the County Recorder of Cochise County, over or across the surface of said mining claims.

(5) Any rights superior to those of First Party in and to the surface of the **GILDED AGE**, **WAY UP**, **SURVEY**, **VIZINA**, **BANNER** and **POOR X** mining claims, and those portions of the surface of the **EMPIRE**, **SILVER BELT**, **NORTH POINT**, **GOODENOUGH**, **HAWKEYE**, **LITTLE WONDER** and **COCOPAH** mining claims, lying within the patent boundaries of the Townsite of Tombstone, and improvements thereon.

(6) Taxes for the year 1935.

with the improvements thereon, and the appurtenances and privileges thereto incident unto said Second Party, its successors and assigns forever; provided, however, that this indenture and conveyance is subject to the following:

(1) That certain lease agreement dated April 13, 1923, by and between Bunker Hill Mines Company and Kruse Davis, Sr., which covers a part of the EMPIRE mining claim.

(2) That certain lease agreement dated May 24, 1929, by and between Bunker Hill Mines Company and Russell Kohlen, which covers a portion of the TOUGHNUT mining claim.

(3) That certain lease agreement dated November 3, 1932, by and between Bunker Hill Mines Company and Juan Romo, which covers the MAY FLOWER and LAST CHANCE NO. 2 mining claims.

(4) Any existing roads, easements and rights of way of record in the office of the County Recorder of Cochise County, over or across the surface of said mining claims.

(5) Any rights superior to those of First Party in and to the surface of the GILDED AGE, WAY UP, SURVEY, VIZINA, BANNER and POOR X mining claims, and those portions of the surface of the EMPIRE, SILVER BELT, NORTH POINT, GOODENOUGH, HAWKEYE, LITTLE WONDER and COCOPAH mining claims, lying within the patent boundaries of the Townsite of Tombstone, and improvements thereon.

(6) Taxes for the year 1935.

(7) The reservations, restrictions and limitations set forth and contained in the respective patents to said mining claims.

IN WITNESS WHEREOF, First Party has caused this Indenture to be executed by its proper officers, thereunto duly authorized by unanimous vote of its stockholders, and its corporate seal to be hereunto affixed the day and year first herein written.

(CORPORATE SEAL)

BUNKER HILL MINES COMPANY

By LOUIS S. CATES, Its President

ATTEST:

A. T. THOMSON, Its Secretary

APPROVED AS TO FORM

ELLIENWOOD & ROSS, General Attorney, W.A.B.

This instrument was acknowledged before me this 10th day of July, 1935, by Louis J. Cates and A.T. Thomson, as President and Secretary, respectively, of Bunker Hill Mines Company, a corporation, personally known to me to be such officers of said corporation, who personally appeared before me and acknowledged to me that they executed the same for and on its behalf, being thereunto duly authorized, for the purpose and consideration therein expressed.

WITNESS my hand and official seal the day and year in this Indenture above written.

F. K. CAMERON, Notary Public.

(SEAL)

Notary Public Nassau County No. 167

New York Co. No. 83, Register's No. 7-C-45

My commission expires: Mar. 30, 1937

My Term Expires March 30, 1937

CERTIFIED COPY OF RESOLUTION PASSED AT A
SPECIAL MEETING OF THE STOCKHOLDERS OF BUNKER HILL MINES
COMPANY HELD AT THE OFFICE OF THE COMPANY, 40 WALL STREET, NEW
YORK, N. Y., ON WEDNESDAY, JULY 10, 1935.

"RESOLVED, that the proper officers of the company be authorized to execute Mining Deed, Quit-Claim Deed and Bill of Sale conveying to the Tombstone Development Company the entire properties of the Bunker Hill Mines Company at Tombstone, Arizona."

I, A. T. THOMSON, Secretary of Bunker Hill Mines Company, do hereby certify that the foregoing is a full, true and correct copy of resolution adopted at a special meeting of the stockholders of the Bunker Hill Mines Company, duly held on July 10, 1935, at which a quorum was present.

WITNESS my hand and the seal of said corporation this 10th day of July, 1935.

(CORPORATE SEAL)

A. T. THOMSON, Secretary

Filed and recorded at request of Tombstone Development Co., Tombstone, Arizona,

JUL 22, 1935, at 9:00 A.M.

By Florence Grant, Deputy

KATHRYN G. HUTCHISON, County Recorder

BK 3 1973 P.M.

official seal in any and year in this certificate first
above written ^{of} Milton B. Clapp.

Filed and recorded at request of James Noble
Nov 6th A.D. 1880 at 8 AM.

S.W. Carpenter County Recorder by H. A. Reed, Deputy.
Book 3 Transcripts etc pg 273 Not for City & Lytlestone
created by A. 408

The United States of America 718

Certificate
No 1474

To all to whom these presents shall come, Greeting
Whereas, the Mayor and Councilmen of the Town
or Village of Tombstone in Pima County, Arizona

Book 7
pg 565

Territory, in trust for the several use and benefit
of the inhabitants of the Town or Village aforesaid
according to their respective interests by virtue
of the act of March 2nd 1867, entitled, "An Act
for the relief of the inhabitants of Cities and
Towns upon the Public lands" Section 2, 38th

Revised Statutes, have deposited in the General
Land Office of the United States, a Certificate
of the Register of the Land Office at Florence
Arizona Territory, whereby it appears that full
payment has been made by the said Mayor
and Councilmen as aforesaid, in trust as aforesaid,
according to the provisions of the act of
Congress of the 24th of April, 1820, entitled "An Act
making further provision for the sale of the public
lands" and the acts supplemental thereto for the
following described tract of lands to wit: Beginning
at a Post marked "S. S. S. No 1" being the South
East corner of said tract, and which said Post
bears South forty seven degrees thirty three minutes
West sixty seven chains and twenty links from
United States Mineral Monument No 1 Tombstone
Mining District, thence running North twenty

Book 3 pg 273

being an eighth mile on 4 foot chains
Post marker S.S. No. 2, being the north east
corner of said tract, thence running north
easily near degree, ten percent that eight chains
to a post marker S.S. No. 3, being the north west
corner of said tract, thence running north twenty
two degrees fifty percent that forty chains to a
post marker S.S. No. 4, being the south east
corner of said tract, thence running north
said chain and last mentioned post marker
between degree fifty two percent east, eighty chains
and thence back to from said divided plat No. 1
and No. 2, in Johnston Township, Pa.
back, thence running north, forty percent
degrees ten minutes, east, seventy chains and
fifty eight links to the north measurement in
the boundary line of said tract, thence
the boundary line or side of the north tract, which
said boundary line, thence, running in course
course as last said north, sixty percent
return to east, fifty two chains and forty four links
to a post marker S.S. No. 1, the north east
corner of said tract and point of beginning in
the district of said tract, subject to all of the above
ingress egress, easements, three hundred and
twenty acres, according to the official plat
of the survey of the said lands returned to the
Mineral Land Office by the Surveyor General
which said tract has been purchased by the
said Mayor the Government or a forward
in trust as aforesaid, then the said that
the United States of America in consideration
of the purchase, and in conformity with the
purpose acts of Congress in such case made
and the said tract was made by the

These presents Do Give and Grant, unto Alder Randall
Mayor as aforesaid, in trust as aforesaid and to
his successors; the said tract above described, do
Have and to Hold the same together with all the
rights, privileges, immunities and appurtenances
of what so ever nature, there unto belonging,
unto the said Alder Randall Mayor as afore
said, in trust as aforesaid and to his successors
and assigns in trust as aforesaid, Provided that
no title shall be hereby acquired to any mine
of gold, silver, platinum or copper or to any valid
mining claim or possession held under existing
laws; and provided further, that the grant
hereby made is held and declared to be subject
to all the conditions, limitations and restrictions
contained in Section two thousand three hundred
and eighty six of the Revised Statutes of the
United States, so far as the same are app-
licable thereto. In Testimony Whereof, J. Rutherford
B Hayes 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 twenty second
day of September, in the year of our Lord
one thousand eight hundred and eighty
and of the Independence of the United States the
Seas¹⁸⁸⁰ one hundred and fifth.

By the President R. B. Hayes

By, W. H. Cook Secretary

J. W. Clark Recorder of the General Land Office

Pat Sept 22nd 1880. Rec, Misc. Vol. 5 - pages 154, 155 & 156
Filed and recorded at request of J. W. Clark Nov 8 A.D. 1880 at 8⁴⁰ AM.
J. M. Carpenter County Recorder by W. H. Read Deputy

DEEDS OF ROCK ESTATE
824 B 710 Pima

trator of the estate of Jose Juan Elias deceased as fore
said has hereunto set his hand and seal the day and
year first above written.

Signed and delivered in the presence of B.H. Heriford Administrator of the estate of
Jose Juan Elias deceased
Territory of Arizona on and this fourth day of May A.D.
County of Pima One Thousand eight hundred
and eighty three before me B.H. Heriford a Notary
Public in and for the County of Pima personally
appeared Santiago Ainsa Administrator of the estate of
Jose Juan Elias deceased whose name is subscribed
to the annexed instrument as a party thereto person
ally known to me to be the person described and
who executed the said annexed instrument as a
party thereto and who duly acknowledges to me that
he executed the same freely and voluntarily and for
the uses and purposes therein mentioned as the
Administrator of said estate In witness whereof I have
hereunto set my hand and affixed my official seal
the day and year in this certificate first above written

(seal) B.H. Heriford Notary Public Pima County A.T.
Filed and recorded at request of R. P. & Co. Mar. 4. 1883 at 4
P.M.

Book 4 40E
Pg 718

Tombstone, AZ Post connects Book 3 TRANS 40E
AD Jones Pg 263
County Recorder

The United States of America
Do hereby certify that these presents shall come greeting
Certificate No 177
It bears as the mayor and councilmen
of the town or village of Tombstone Pima
County Arizona Territory in trust for the

Several more in the vicinity of the same
the town or village of ... according to
the ... to ... of ...
March 1867 ...
the ... of ... upon
the ... in the general
law of the ... State ...
of the ... of ...
formerly ...
it appears that ...
made by the ...
According to the ...
use of the ...
act ...
the ...
for ...
if ...
made by the ...
According to the ...
use of the ...
act ...
the ...
for ...
if ...
made by the ...

Security laws according to the federal
part of the country, the army, of the and
has been returned to the general office
by the Surgeon General which said that
has been professed by the said Major
and commitment as a force and in fact
is of course.
Now knowing that the United States of Am
erica in consideration of the President and
in conformity with the various acts of Cong
ress in such case medals and prizes
shall given and granted and by these
provisions do give and grant and
Under various Major of course in
fact as of course and to his possession
the said fact above described.
We have said to hold the said together
with all the right privileges immunities
and of particular of whatever nature
things belonging with the said other
Rank and Major of course and in fact
to of course and to the President
and Major in fact as of course
Provided that no title shall be holding
acquired to any name of good person, Civ
nobis or in fact on to any name and name
Name or position held in the ordinary
Law and former further than that of great
Rank made in fact and described to be
subject to all the ^{limitations} conditions and restrictions
contained in Section 1000 of laws and
shall remain and shall be held to
Congress & State of the United States
as of course and shall be held to be

It has been noted that the 7th day of August
has been set aside as a day of mourning
for the late President John F. Kennedy
and it is requested that the City of
Washington County be
closed during that day of mourning
for the late President John F. Kennedy
and that the County be closed during
that day of mourning for the late
President John F. Kennedy.

Resolved, That the Board of
County Commissioners be and they
are authorized to take such action
as may be deemed proper to give
effect to the foregoing resolution.

Attest my hand and the seal of the
County of Washington, this 14th day
of August, 1963.
County Clerk

Witness my hand and the seal of the
County of Washington, this 14th day
of August, 1963.
County Clerk

Resolved, That the Board of
County Commissioners be and they
are authorized to take such action
as may be deemed proper to give
effect to the foregoing resolution.
Attest my hand and the seal of the
County of Washington, this 14th day
of August, 1963.
County Clerk

DEBOS DE RINLESTAGE
BL 118 A 531

118 deed of real estate

THIS INDENTURE, made and entered into this 10th day of July, 1935, by and between BURKER HILL MINE COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of West Virginia, and duly authorized to conduct its corporate business in Cochise County, State of Arizona, hereinafter called First Party, and TOMSTONE DEVELOPMENT COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter called Second Party,

WITNESSETH:

That First Party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, lawful money of the United States of America, to it in hand paid by Second Party, receipt whereof is hereby confessed and acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto Second Party, all right, title, interest, claim and demand of First Party in and to the following described patented and unpatented mining claims, lying, being and situate in the Tombstone Mining District, Cochise County, Arizona, together with certain other real estate and premises, situate in the City of Tombstone, Cochise County, State of Arizona, all of which property and premises are more particularly described as follows:

Patented and unpatented mining claims situate in the Tombstone Mining District:

ALTA patented lode mining claim, the United States patent to which is recorded in the office of the County Recorder of Cochise County, State of Arizona, in Book 7 Deeds of Mines, at Page 405 thereof.

NARROW GAUGE, SILVER BRICK, HORN SILVER and ERIE unpatented lode mining claims, the amended location notices to which are recorded in the office of the County Recorder of Cochise County, State of Arizona, in Book 50, Records of Mines, at Pages 206, 216, 219 and 230 thereof, respectively.

Lots in the City of Tombstone, Cochise County, State of Arizona, as follows:

LOT	BLOCK
W ₂ ¹ -15	5
1, 2, 3, 4, 5, 6, 7, 8, 9, 10	5 ¹ / ₂
5, 6	7
1, 2, 3, 4, 5, 8, 9, 10	9
1, 2, 3, 4,	10
W ₂ ¹ -5	10
E ₂ ¹ -3	10
9, 10	10

LOT	BLOCK
E ₂ ¹ -6	11
7, 8, 9, 10, 11, 12, 13, 14, 15, 16,	
17, 18, 19, 20, 21, 22, 23, 24	11
S 30 ft. 9	18
10	18
21, 20	22
1, 2, 3, 4	25
3	25
S ₂ ¹ -9	25
E ₂ ¹ -11	25
12	25
13, 14, 15, 16, 17, 18	25
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 20, 21, 22, 23, 24,	26
3, 4, 11, 12	37
1, 2, 13, 14, 15, 16, 17, 18	38
14	48
17, 13	48
1, 12, 17, 21, 22, 23, 24	49
1, 2, 3, 4, 5, 6, 13, 14, 15, 16, 17, 18	50
5, 6, 7, 8, 9, 10, 11, 12, 13, 14	51
19, 20	51
4, 13, 21, 20, 22, 23, 24	65
1, 2, 3, 4, 5, 6, 7	VIII
1, 2, 3, 4	IX
1	D
4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22	D
1, 2, 3, 4, 5, 6, 7, 8, 9 and W ₂ ¹ 22	E
1, 2, 3, 4	F
1	G
2, 3, 4, 5, 6, 7, 8, 9, 10	G
14, 15, 16, 17, 18	O
1/2-4 all 5, all 6	P
9, 10, 13, S ₂ ¹ 11, 12, 14	P
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20,	R
21, 22, 23, 24	
1, 2, 3, 4, 5, 6, 7, 8, 9	S
1, 2, 3, 4, 5, 6, 7, 8, 9, 10	T

TO HAVE AND TO HOLD the above described property and premises unto the said Second Party, its successors and assigns, forever.

IN WITNESS WHEREOF, First Party has caused this Indenture to be executed by its proper officers, thereunto duly authorized by unanimous vote of its stockholders, and its corporate seal to be hereunto affixed the day and year first herein written.

BUNKER HILL MINES COMPANY
By LOUIS S. CATES, Its President

(CORPORATE SEAL)
ATTEST:
A. T. THESON, Its Secretary

APPROVED AS TO FORM
ELLERWOOD & ROSS
General Attorney
W.A.E.

STATE OF NEW YORK)
)SS.
COUNTY OF NEW YORK)

This instrument was acknowledged before me this 10th day of July, 1935,
by Louis S. Cates and A. T. Thomson, as President and Secretary respectively, of
Bunker Hill ^{Mines} Company, a corporation, personally known to me to be such officers
of said corporation, who personally appeared before me and acknowledged to me
that they executed the same for and on its behalf, being thereunto duly authori-
zed, for the purpose and consideration therein expressed.

WITNESS my hand and official seal the day and year in this Indenture
above written.

F. K. CAMERON, Notary Public

Notary Public Massau County No.167
New York Co. No. 83, Register's No.
7-C-45

(SEAL)

My Term Expires March 30, 1937

My commission expires:
Mar. 30, 1937.

Filed and recorded at request of Tombstone Development Co., Tombstone, Arizona,
JUL 22, 1935, at 9:00 A.M.

WESTS C. REAR EXHIBIT
BK 133 Pg 532

(SEAL)

P. W. NEWBURY, Notary Public and for Said County

My Commission Expires May 31-42.

Filed and recorded at request of Mrs. Mable Finch, Rt. 2, Sheldon, Iowa, SEPT. 8, 1942, at 9:00 A.M.

By Frances Lippert, Deputy P. W. NEWBURY, County Recorder

I. R. Stamps not mentioned

NO.

BARGAIN AND SALE DEED

THIS INDENTURE, made this Nineteenth day of July, in the year of our Lord, One Thousand Nine Hundred Forty-two, between PAUL G. MILLER and RITA S. MILLER, his wife, of Pomerene, Cochise County, Arizona, parties of the first part, and TRUMAN WOODS (whose wife is Emma B. Woods), of St. David, Cochise County, Arizona, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Hundred (\$100.00) Dollars, lawful money of the United States of America, and other valuable considerations, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do by these presents bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land, situate, lying and being in the County of Cochise, State of Arizona, and bounded and described as follows, to-wit:

An undivided four-fifths (4/5) interest in that parcel of land commencing at the centre of the Southwest quarter (SW 1/4) of Section four (4), township eighteen (18) South, Range Twenty-one (21) East Gila and Salt River Base and Meridian; thence running North Sixty (60) rods; thence West eighty (80) rods; thence South Sixty (60) rods; thence East Eighty (80) rods to the place of beginning, containing in all thirty (30) acres, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof; and, also, all the estate, right, title, interest, claim of homestead, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part of or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above described premises, together with the appurtenances and privileges thereunto incident, unto the said party of the second part, his heirs and assigns, forever.

Paul G. Miller and Rita S. Miller, the first parties herein, hereby affirm that they were husband and wife at the time of the acquisition of the within described property.

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

STATE OF ARIZONA
COUNTY OF COCHISE

} SS.

PAUL G. MILLER (SEAL)
RITA S. MILLER (SEAL)

This instrument was acknowledged before me this 19th day of July, 1942, by Paul G. Miller and Rita S. Miller, his wife.

(SEAL)

M. W. SMITH, Notary Public

My Commission Ex. May 31, 1944.

Filed and recorded at request of Truman Woods, St. David, Ariz., SEPT. 9, 1942, at 1 PM

By Frances Lippert, Deputy

P. W. NEWBURY, County Recorder

55¢ I. R. Stamps Cancelled.

RWC...2/14/42.....VIII

THIS INDENTURE, made this 8th day of September, 1942, between TOMBSTONE DEVELOPMENT COMPANY, a corporation, first party, and EL PASO & SOUTHWESTERN RAILROAD COMPANY, a corporation, second party,

NO.

3780.

WITNESSETH:

That said first party, for and in consideration of the sum of Ten (-10) Dollars, lawful money of the United States of America, to it paid by the said second party, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said second party, and to its successors and assigns forever, that certain piece or parcel of land situate, lying and being in the Southwest 1/4 of Section

*Back 133
deeds of
pg 532*

12, and the Northwest 1/4 of Section 13, Township 20 South, Range 22 East, Gila and Salt River Base and Meridian, County of Cochise, State of Arizona, (together with 4990-feet-of H.S.C. trackage and appurtenances located thereon) described as follows:

BEGINNING at a point that bears North 52°25'20" East, 2266.85 feet from United States Land Monument No. 1, located in the Northeast 1/4 of Section 14, Township 20 South, Range 22 East, Gila and Salt River Base and Meridian; thence North 75°46' East 30.0 feet; thence South 14° 14' East 93.27 feet; thence Easterly on a curve to the left having a radius of 345.42 feet (the chord of said curve bears North 81° 18' East, 687.62 feet) an arc distance of 1018.45 feet; thence North 3° 10' West, 1389.06 feet to a point in the southerly line of the right of way of the Tombstone Branch of the El Paso & Southwestern Railroad Company that is 15.0 feet Westerly, at right angles, from the center line of the main track of said Tombstone Branch at Engineer's Station 491+81.5 equals Engineer's Station 490+35.2 of the main track of the Tombstone Development Company; thence along said southerly right of way line, North 86° 50' East 30.0 feet; thence South 3° 10' East 364.65 feet; thence North 86° 50' East 14.0 feet; thence South 3° 10' East 1024.41 feet; thence South 86° 50' West 14.0 feet; thence South 3° 10' East 420.24 feet; thence Southerly on a curve to the right having a radius of 1240.92 feet (the chord of said curve bears South 6° 51' 30" West 432.03 feet) an arc distance of 434.25 feet; thence North 73° 07' West 30.0 feet; thence Northerly on a curve to the left having a radius of 1210.92 feet (the chord of said curve bears North 14° 01' 30" East, 120.77 feet) an arc distance of 277.16 feet (the chord of said curve bears North 42° 43' 15" West, 447.81 feet) an arc distance of 521.35 feet; thence Northwesterly on a curve to the right having a radius of 375.42 feet (the chord of said curve bears North 55° 25' 15" West 494.45 feet) an arc distance of 539.75 feet; thence North 14° 14' West 93.27 feet to the point of beginning,

EXCEPTING that portion thereof enclosed by the wye tracks, described as follows:

BEGINNING at a point that is 15.0 feet Westerly, at right angles, from the said center line of the main track of the Tombstone Development Company at Engineer's Station 505+71.35, said point bears South 82° 20' 36" East 720.47 feet from the point of beginning of the parcel of land above described; thence South 3° 10' East 273.15 feet; thence Southerly on a curve to the right having a radius of 1210.92 feet (the chord of said curve bears South 00° 26' West, 151.95 feet) an arc distance of 152.06 feet; thence Northwesterly on a curve to the left having a radius of 307.16 feet (the chord of said curve bears North 47° 56' West, 304.99 feet) an arc distance of 319.16 feet; thence northeasterly on a curve to the left having a radius of 375.42 feet (the chord of said curve bears North 43° 57' 30" East, 306.09 feet) an arc distance of 315.28 feet to the point of beginning. The area of the above described parcel of land exclusive of the exception is 2.923 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

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

IN WITNESS WHEREOF, the said first party has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed the day and year first above written.

(CORPORATE SEAL)

Description Correct:

WM. L. MOGLE
For Chief Engineer

TOMBSTONE DEVELOPMENT COMPANY,

By J. B. MARTIN, President.

Correct as to Corporate Owner:

J. B. BAKER
Valuation Officer.

Attest: MEADE CLYNE, Secretary.

Form Approved:

A. E. STEWART
Contract Attorney A.W.C.

STATE OF ARIZONA)
) SS.
COUNTY OF PIMA)

Before me, H. M. Decker, a Notary Public, in and for the County of Pima, State of Arizona, on this day personally appeared J. B. Martin and Meade Clyne, known to me to be the persons whose names are subscribed to the foregoing instrument as President and Secretary, respectively, of the Tombstone Development Company, the corporation described in and which executed the foregoing instrument, and as such President and Secretary severally acknowledged to me that they executed the said instrument on behalf of said corporation for the purpose and consideration therein expressed.

Given under my hand and seal of office this 8th day of September, 1942.

(SEAL)

My Commission Expires: Nov. 26, 1945.

H. M. DECKER
Notary Public.
County of Pima, State of Arizona.

Filed and recorded at request of S. MacKinzie, Tax Agent, c/o S.P. Co., Tucson, Ariz., SEPT. 10, 1942, at 3:15 P.M.

By Cecilia Snider, Deputy

P. W. NEWBURY, County Recorder

Book 136 GRE-16

Quadr. RIF
151-420

§ 7-45 I.R. Stamps Cancelled.

BARGAIN AND SALE DEED

NO.
3598.

THIS INDENTURE, Made the 14th day of October in the year of our Lord, One Thousand Nine Hundred and Forty-three between TOMSTONE DEVELOPMENT COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Arizona, party of the first part, and BURTON DEVERE and JEANNE DEVERE, his wife, the parties of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars, legal tender of the United States of America, to it in hand paid by the said parties of the second part, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does by these presents bargain, sell, convey, and confirm unto the said parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces, or parcels of land, situate, lying and being in the County of Cochise, State of Arizona, and bounded and described as follows, to-wit:

All those portions of the surface and to a depth of forty feet below the surface of those patented lode mining claims situated in the Tombstone Mining District, Cochise County, Arizona, known as the EMPIRE, Lot No. 46, the United States Patent of which is of record in the office of the County Recorder of Cochise County, Arizona, in Book 11 Deeds of Mines at page 76 thereof, FIRST SOUTH EXTENSION OF THE TOUGHNUT LODGE, Lot No. 72, the United States Patent of which is of record in the office of the County Recorder of Cochise County, Arizona, in Book 5, Deeds of Mines at page 1 thereof, and the HAWKEYE-LITTLE WONDER, Survey No. 3216, the United States Patent of which is of record in the office of the County Recorder of Cochise County, Arizona, in Book 30 Deeds of Mines at page 146 thereof, particularly described as follows, to-wit:

Beginning at corner No. 1 of the tract hereby conveyed, marked by an iron pin, from whence corner No. 6 of the aforesaid Empire claim, corner No. 2 of the aforesaid First South Extension of the Toughnut Lodge, and corner No. 2 of the aforesaid Hawkeye-Little Wonder claim (bear N. 18°04' W. 89.15 feet, then S. 54° W. 208.0 feet to corner No. 2 of the tract hereby conveyed, marked by an iron pin; thence N. 82°15' E. 260.2 feet to corner No. 3 of the tract hereby conveyed, marked by an iron pin; thence S. 7°30' W. 136.3 feet to corner No. 4 of the tract hereby conveyed, marked by an iron pin; thence S. 36°02' W. 50.0 feet to corner No. 5 of the tract hereby conveyed, marked by an iron pin; thence S. 69°05' W. 172.0 feet to the place of beginning.

ALL MINERAL AND MINERAL RIGHTS (including oil) and the privilege of extracting and mining the same are hereby reserved unto the party of the first part, its successors and assigns forever. PROVIDED, HOWEVER, that any mining operations shall be conducted at a depth of not less than forty feet from the surface of the land hereby conveyed and with due regard to the rights of the owners of the surface thereof.

The property hereby conveyed is shown on the Assessment Roll of Cochise County, Arizona, for tax purposes as "Frame House #6 - Mgr's. Res. & Gar."

This conveyance is made subject to second installment of taxes for the year 1943.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof; and, also, all the estate, right, title, interest, claim of homestead, property, possession claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above described premises, together with the appurtenances and privileges thereunto incident, unto the said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, the day and year first above written.

Attest: MEADE CLYNE, Secretary TOMSTONE DEVELOPMENT COMPANY
(CORPORATE SEAL) By J. B. MARTIN, President

STATE OF ARIZONA)
COUNTY OF PIMA) SS.

This instrument was acknowledged before me this -- day of October, A.D. 1943, by Jack B. Martin, as President, and by Meade Clyne, as Secretary, respectively, of Tombstone Development Company, a corporation.
(SEAL)

My Commission Expires Nov. 26, 1945. H. M. DECKER, Notary Public
Pima County, Arizona.

Filed and recorded at request of Burton Devere, Tombstone, Ariz., OCT. 18, 1943, at 10:35 A.M.

By Cecilia Snider, Deputy P. W. NEWBURY, County Recorder.

Item 31. Book 136 GRE, Page 181

OUT SALE FROM TDC

COORS Blue ON MAP

same description as Book 151 GRE Pg 470

BL 146 Pg 156

11 146 DEE Pg 156
S. 55 I. R. Stamp cancelled.

Claim Deed

THIS INSTRUMENT, Made the 12th day of April in the year of our Lord One Thousand Nine Hundred and Forty Six between THE TOMSTONE DEVELOPMENT COMPANY, an Arizona Corporation, the part Y of the first part and MORGAN LEWIS BRETT the part Y of the second part.

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of Two Hundred Fifty and No/100 DOLLARS, to \$11 in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, he... removed, released and quit-claimed, and by these presents do... survey, release and quit-claim unto the said part Y of the second part, and to his heirs and assigns forever, all the right, title, interest, claim and demand which the said part Y of the first part has... in and to the following described real estate situated in the county of Cochise and State of Arizona, to-wit:

A portion of the surface, to a depth of 40 feet, of the Empire Lode, Lot No. 46, (a patented mining claim), situated in the Tombstone Mining District, Cochise County, State of Arizona, more particularly described as follows: Beginning at the southwest corner of this parcel, whence Cor. No. 6 of the Empire Lode, Lot No. 46, Tombstone Mining District, bears S. 18 Deg. 41' W., 607.5 ft.; thence N. 23 Deg. 30' E., 112.0 ft. to the northwest corner of this parcel; thence S. 66 Deg. 30' E., 86.00 ft. to the northeast corner of this parcel; thence S. 23 Deg. 30' W., 112.0 ft. to the southeast corner of this parcel; thence N. 66 Deg. 30' W., 86.0 ft. to the place of beginning. Containing an area of 0.222 Acres.

EXCEPTING AND RESERVING unto said Tombstone Development Co., its successors and assigns, all mines, minerals and mineral rights under the hereinbefore described premises and the right of extracting and mining the same beneath the surface of said premises, said mining operations to be conducted with due regard to the owners of the surface of said premises.

Part 146 DEE

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part Y of the first part, either in law or equity, in possession or expectancy, to the only proper use, benefit and behoof of the said part Y of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed and Delivered in the Presence of --
(CORPORATE SEAL) TOMSTONE DEVELOPMENT COMPANY By J. R. MARTIN Its President Attest: WEADE CLYNE Secretary

STATE OF ARIZONA } ss.
County of Cochise }
On this the... day of... 1946, before me... the undersigned... notary public, personally appeared... known to me (or satisfactorily proven) to be the person... whose name... subscribed to the within instrument and acknowledged that... executed the same for the purpose... therein contained.
IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission Expires... Notary Public.

STATE OF ARIZONA } ss.
County of Pima }
This instrument was acknowledged before me this 13th day of April, 1946, by JACK R. MARTIN and WEADE CLYNE, as President and Secretary, respectively of Tombstone Development Corporation, personally known to me to be such President and Secretary, who personally appeared before me and acknowledged to me that they, as such President and Secretary, executed the foregoing instrument in behalf of Tombstone Development Company, the corporation herein described, being thereunto duly authorized, as its free act and deed, for the purpose and consideration therein expressed.

WITNESS my hand and official seal of office, the day and year in this certificate written.
H. M. BECKER
Notary Public, Pima County
My commission expires Nov. 26, 1949

Filed and recorded at request of Col M. L. Brett, c/o J. Q. Brett, 57 Sutter St., San Francisco, Calif., May 25, 1946, at 9:50 A.M.
By Edith Brown Deputy Recorder, P. W. NEWBURY, County Recorder.

Item 33 Book 146 DEE, Page 156

COT sale of TDC

→ CROSSING AREA ON MAP (PLOT)

NO. 4316 NO. 4368

LEADS OF RESEARCH
BK151 19 470

AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto the said ROBERT M. JOHNSTON AND EDITH L. JOHNSTON, husband and wife, their heirs and assigns forever.

And we hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto the said ROBERT M. JOHNSTON and EDITH L. JOHNSTON, husband and wife their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof. And the parties of the first part hereby bind themselves, their heirs, executors and administrators, to warrant and defend the premises aforesaid unto the parties of the second part, their heirs and assigns, against all and every person whomsoever lawfully claiming, or to claim the same, except as against the claim or lien for any and all taxes assessed against or imposed upon said premises subsequent to the year Nineteen Hundred Nineteen, the payment whereof by the parties of the second part is hereby specially assumed.

WITNESS our hands this 4th day of April, A. D. 1947.

Signed, sealed and delivered in the presence of VICTOR NELSON (SEAL)
WALLY NELSON (SEAL)

STATE OF ARIZONA }
COUNTY OF COCHISE } SS

On this the 4th day of April, 1947, before me, M. L. LOVE, the undersigned Notary Public, personally appeared VICTOR NELSON and WALLY NELSON, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL) My commission expires: August 6, 1950. M. L. LOVE, Notary Public

Filed and recorded at request of HIGHWAY ABSTRACT CO., Bisbee, Arizona, August 29, 1947, at 10:15 A.M.

By C. H. COPPIN, Deputy P. W. NEWBURY, County Recorder

FRANK E. H. WILLIAMS Cancelled

Book 151 DRE Pg 470

BARGAIN AND SALE DEED

THIS INSTRUMENT, Made the 14th day of October in the Year of our Lord, One Thousand Nine Hundred and Forty-three between TOMSTONE DEVELOPMENT COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Arizona, party of the first part, and BURTON DEVERE and JEANNE DEVERE, his wife, the parties of the second part,

No. 6351

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS, legal tender of the United States of America, to it in hand paid by the said parties of the second part, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does by these presents bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all those certain lots, pieces or parcels of land, situate, lying and being in the County of Cochise, State of Arizona, and bounded and described as follows, to-wit:

All those portions of the surface and to a depth of forty feet below the surface of those patented lode mining claims situated in the Tombstone Mining District, Cochise County, Arizona, known as the EMPIRE, Lot No. 46, the United States Patent of which is of record in the office of the County Recorder of Cochise County, Arizona, in Book 11, Deeds of Mines at page 76 thereof, FIRST SOUTH EXTENSION OF THE TOUGHNUT LODGE, Lot No. 72, the United States Patent of which is of record in the office of the County Recorder of Cochise County, Arizona, in Book 5, Deeds of Mines at page 1 thereof, and the HAWKEYE-LITTLEWONDER, Survey no. 3216, the United States Patent of which is of record in the office of the County Recorder of Cochise County, Arizona, in Book 29 Deeds of Mines at page 146 thereof, particularly described as follows, to-wit:

Beginning at corner No. 1 of the tract hereby conveyed, marked by an iron pin, from whence corner No. 6 of the aforesaid Empire claim, corner No. 3 of the aforesaid First South Extension of the Toughnut Lode, and corner No. 2 of the aforesaid Hawkeye-Little Wonder claim bear N. 18° 04' W. 89.15 feet; thence N. 13° 54' W. 208.0 feet to corner No. 2 of the tract hereby conveyed, marked by an iron pin; thence N. 82° 15' E. 260.2 feet to corner No. 3 of the tract hereby conveyed, marked by an iron pin; thence S. 7° 30' W. 176.3 feet to corner No. 4 of the tract hereby conveyed, marked by an iron pin; thence S. 36° 02' W. 50.0 feet to corner No. 5 of the tract hereby conveyed, marked by an iron pin; thence S. 69° 05' W. 172.0 feet to the place of beginning.

ALL MINERAL AND MINERAL RIGHTS (including oil) and the privilege of extracting and mining the same are hereby reserved unto the party of the first part, its successors and assigns forever, PROVIDED, HOWEVER, that any mining operations shall be conducted at a depth of not less than forty feet from the surface of the land hereby conveyed and with due regard to the rights of the owners of the surface thereof.

The property hereby conveyed is shown on the Assessment Roll of Cochise County, Arizona, for tax purposes as "Frame house # 6 - Mrs. Res. & Gar."

Item 32 Book 151 DRE, Pg 470

OUT SALE FROM TOL

COPIES BLAS ON MAP

AND DESCRIPTION AS BOOK 135 DRE, Pg 511

This conveyance is made subject to second installment of taxes for the year 1943.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof; and, also, all the estate, right, title, interest, claim of homestead, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above described premises, together with the appurtenances and privileges thereunto incident, unto the said parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, the day and year first above written.

TOMBSTONE DEVELOPMENT COMPANY

(CORPORATE SEAL)

By: J. B. MARTIN
President

Attest: MEADE CLYNE, Secretary

State of Arizona,)
County of Pima.) ss.

This instrument was acknowledged before me this --- day of October, A. D. 1943, by JACK B. MARTIN, as President, and by MEADE CLYNE, as Secretary, respectively, of Tombstone Development Company, a corporation.

(SEAL)
My commission expires Nov. 26, 1945

H. M. DECKER, Notary Public.
Pima County, Arizona.

STATE OF ARIZONA)
COUNTY OF PIMA.) SS.

On this, the 28th day of August, 1947, before me, H. M. DECKER, the undersigned officer, personally appeared JACK B. MARTIN and MEADE CLYNE, who acknowledged themselves to be the President and Secretary, respectively, of TOMBSTONE DEVELOPMENT COMPANY, a corporation, and that they, as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Secretary, respectively.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)
My commission expires: Nov. 26, 1949.

H. M. DECKER, Notary Public

Filed and recorded at request of GERTIE M. HENRY, Bisbee, Arizona, August 29, 1947, at 2:40 P.M.

By C. H. Cupiss, Deputy
HM

P. M. HENBURY, County Recorder

I. R. STAMPS NOT MENTIONED.

D E E D

THIS INSTRUMENT Made the 22nd day of August, 1947, between WARREN COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Arizona, and lawfully engaged in its corporate business in Cochise County, Arizona, first party, and ~~WARREN & GLADYS WADSWORTH husband & wife of Cochise County, Arizona, second parties~~

6361

WITNESSETH: That first party, for and in consideration of the sum of TEN AND NO/100 Dollars to it in hand paid by second parties, receipt thereof is hereby acknowledged, and in further consideration of the covenants hereinafter contained, do hereby grant, sell and convey unto second parties their heirs and assigns, the surface only, with a depth of forty (40) feet immediately beneath the surface, of all that certain place or parcel of land situate, lying and being in the Warren Mining District, Cochise County, Arizona, to-wit:

The 40 foot portion of Lot No. 214 in Block No. 91 situated between the North 10 feet and the South 10 feet of the same numbered lot and block of Warren Townsite, according to the reference map and plat thereof recorded in the office of the County Recorder of Cochise County, Arizona together with all improvements shown and all appurtenances thereto belonging.

This deed is not intended to convey, and does not convey, any of the above described premises to a greater depth than forty (40) feet immediately beneath the surface, nor any of the ores, minerals or metals contained therein, and second parties, their heirs, and assigns shall not have the right of lateral or subjacent support as against first party, and first party shall not be liable for any damages caused by the subsidence or other disturbance of the surface or other part of said premises, on account of mining or other operations beneath the premises hereby conveyed, or beneath the adjoining or other premises not hereby conveyed.

Quit-Claim Deed

THIS INDENTURE, Made the 19th day of February, in the year of our Lord, One Thousand Nine Hundred and Forty-Eight between THE TOMSTONE DEVELOPMENT COMPANY, AN ARIZONA CORPORATION, the part y of the first part and OPERATIONS, INCORPORATED, A DELAWARE CORPORATION,

the part y of the second part, WITNESSETH: That the said part y of the first part, for and in consideration of the sum of Two Thousand and no/100 DOLLARS to it in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released and quit-claimed, and by these presents do convey, remise, release and quit-claim unto the said part y of the second part, and to its successors heirs and assigns forever, all the right, title, interest, claim and demand which the said part y of the first part has in and to the following described real estate and property situated in the County of Cochise and

State of Arizona, to-wit: Surface rights and rights forty feet in depth, underlying the Boughton Mining Claim, located in the Tombstone Mining District, excepting that the Tombstone Development Company reserves unto itself space for a carload-ing ramp at the railroad near the south end line of said Boughton Claim.

Excepting and Reserving unto said Tombstone Development Co., its successors and assigns, all mines, minerals and mineral rights under the hereinbefore described premises and the right of extra cting and mining the same beneath the sur-face of said premises, said mining operations to be conducted with due regard to the owners of the afcresaid surface of said premises.

The Boughton claim is recorded in Book 29, Deeds of Mines, at Page 335, in the County Recorder's office, County of Cochise, State of Arizona.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part y of the first part, either in law or equity, in posses-sion or expectancy to the only proper use, benefit and behoof of the said part y of the second part its successors heirs and assigns forever.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set its hand and seal the day and year first above written.

Signed and Delivered in the presence of

THE TOMSTONE DEVELOPMENT CO. (SEAL)

By *J.P. Smith* (SEAL) President

ATTEST: *Maude O. Lyons* (SEAL) Secretary





STATE OF ARIZONA

County of _____

This instrument was acknowledged before me this _____ day of _____ A. D. 19____

(My commission expires _____)

Notary Public

State of Arizona) ss.
County of Pima)

This instrument was acknowledged before me this 20th day of February, 1948, by Jack B. Martin and Meade Clyne, as President and Secretary, respectively, of the Tombstone Development Company, an Arizona Corporation, personally known to me to be such President and Secretary, who personally appeared before me and acknowledged to me that they as such President and Secretary executed the foregoing instrument in behalf of the Tombstone Development Company, the corporation herein described, being thereunto duly authorized, as its free act and deed, for the purpose and consideration therein expressed.

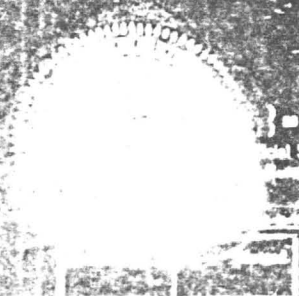
Witness my hand and official seal of office the day and year _____ certificate written.



H. M. Decker
Notary Public

expires Nov 26, 1949

Quit-Claim Deed
SHORT FORM
No. _____



I hereby certify that the within instrument was filed and recorded at request of _____

Fee \$ 1.75 Holman Jenkins
1315 Pacific Ave., Dallas, Texas

Date FEB 21 1948 12 20 PM

Deputy Total \$ _____
Docket 3 Page 193-194 No. 1691

STATE OF ARIZONA
COUNTY OF COCHISE
Witness my hand and Official Seal
P. W. NEWBURY, County Recorder
Ralph Allen Deputy

I hereby certify that the within instrument was filed and recorded at request of
W. C. Humphrey, Jr.
Box 156
Tombstone, Ariz.
Fee \$ 1.55 PD
I. R. S.
Date JUL 30 1954 - 10 45 AM
Total \$
Page 105 373 No 6992
DEED



THIS INDENTURE, made this 15th day of June, 1954, by and between WELDON C. HUMPHREY, JR. of Tombstone, Arizona, as "Grantor" and NEWMONT EXPLORATION LIMITED, a Delaware corporation duly qualified to own mining property in the State of Arizona, as "Grantee",

WITNESSETH:

That the said Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said Grantee, its successors and assigns, the whole of the Cincinnati patented lode mining claim, designated as Lot 70, located in Section 12, T20S, R22E, G1a and Salt River Meridian, in the Tombstone Mining District, Cochise County, State of Arizona.

TOGETHER WITH all dips, spurs and angles, and all metals, minerals and ores therein, and all rights and privileges incident or appurtenant thereto; and, also, all the estate, right, title, interest, possession, claim and demand whatsoever of Grantor in and to said premises.

TO HAVE AND TO HOLD all and singular the said premises, rights and appurtenances unto the Grantee, its successors and assigns, forever; but without any warranty of title or possession, express or implied, by Grantor, except as against the claims of any one claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the day and year first above written.

Weldon C. Humphrey, Jr.
WELDON C. HUMPHREY, JR.

STATE OF ARIZONA)
COUNTY OF COCHISE) SS

This instrument was acknowledged before me this 15th day of June, 1954 by Weldon C. Humphrey, Jr.

Ralph Allen
Notary Public

My Commission Expires Nov. 4, 1955

Docket Book 115 Page 9
OLD GUARD

QUITCLAIM DEED

9

THIS DEED, made this 28th day of September, 1954, by and between NEWMONT EXPLORATION LIMITED, a Delaware corporation, as Grantor, and TOMSTONE DEVELOPMENT COMPANY, an Arizona corporation, as Grantee,

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it paid by said Grantee, receipt whereof is hereby acknowledged, does by these presents sell, convey, remise, release and quit-claim unto the said Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand of said Grantor in and to the whole of the OLD GUARD patented lode mining claim, designated as Lot 758 7/67, located in Sec. 11, T20S, R22E, Gila and Salt River Meridian, in the Tombstone Mining District, Cochise County, State of Arizona.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances and privileges thereto incident, and all of the estate, right, title, interest, claim and demand whatsoever of said Grantor, either in law or in equity, in and to said premises or any part thereof, to the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, by its officers thereunto duly authorized, has executed this instrument as of the day and year first above written.

NEWMONT EXPLORATION LIMITED

By: Fred Searls, Jr.
President



William F. Richards, Jr.
Notary Secretary
STATE OF New York
COUNTY OF New York } SS

On this 28th day of September, 1954 before me,
William F. Richards, Jr., the undersigned officer, personally appeared Fred Searls, Jr., who acknowledged himself to be the

President of NEWMONT EXPLORATION LIMITED, a corporation, and that he, as President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

William F. Richards Jr.
Notary Public



913

File No. _____ Draft No. _____
 Fee \$ 1.75 I. R. S. \$ _____ Total \$ _____
 Indexed Photostat-Compared Blotted

STATE OF ARIZONA
County of Cochise

I hereby certify that the within instrument was filed and recorded at request of

Newmont Exploration Co
Box 326 Tombstone Ariz

JAN 21 1955 - 11.15 AM M

in Docket 1-15 on Page 9-10
Witness my hand and Official Seal the day and date aforesaid.



P. W. Newbury, County Recorder

P. W. Newbury
Deputy Recorder

Docket Book 115 Page 10
OLD GUARD

Doc Kennedy 371 29 150

STATE OF ARIZONA
County of Cochise

150

I hereby certify that the within instrument was filed and recorded

Fee No. 12562

in DOCKET DOCKET 361

JUL 22 1964 - 11 20 AM

and indexed in deeds

at the request of PIONEER TITLE & TRUST CO.

BISBEE, ARIZONA

Witness my hand and official seal

When recorded, mail to:
Donald Kennedy
Box 675
Tombstone, Arizona

JAMES G. BIRCH County Recorder

By *H. H. Hinkle* Deputy Recorder

Compared
Photostated
Fee: \$1.75

Joint Tenancy Deed

For the consideration of Ten Dollars, and other valuable considerations,

MORRIS G. SPENCER and MILDRED C. SPENCER

hereafter called the Grantor, whether one or more than one, hereby conveys to

DONALD KENNEDY and JEAN KENNEDY

not as tenants in common and not as a community property estate, but as joint tenants with right of survivorship, the following described property situated in Cochise County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

That portion of the Houghton Patented Lode Mining Claim in the Tombstone Mining District in Cochise County, State of Arizona, the United States patent of which is recorded in the office of the County Recorder of said Cochise County, Arizona, in Book 29, Deeds of Mines, at page 335,

Particularly described as the surface, together with a depth of forty (40) feet immediately beneath the surface of that portion of the Houghton Mining Claim which lies East of the right-of-way of the Southern Pacific Company as such right-of-way was established on July 20, 1951,

Excepting therefrom, however, all mines, minerals and mineral rights under the hereinbefore described premises and the right of extracting and mining the same beneath the surface of said premises, said mining operations to be conducted with due regard to the owners of the aforesaid surface of said premises, as reserved in Deed from Monumental Gas Company, a Delaware Corporation, to Morris G. Spencer, recorded April 29, 1956, in Docket 145 at page 75.

ALL EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN THE COUNTY OF COCHISE, STATE OF ARIZONA.

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

The grantors by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property nor as tenants in common.

Dated this 22 day of June, 1964.

Accepted and approved:

Donald Kennedy

Grantor

Mildred C. Spencer

Mildred C. Spencer Grantor

This instrument was acknowledged before me this 22 day of June, 1964, by Morris G. Spencer and Mildred C. Spencer, his wife,

Edith Wells

Notary Public

My commission will expire 6-1-65

Arizona
Cochise

This instrument was acknowledged before me this 21 day of July, 1964, by Donald Kennedy and Jean Kennedy, his wife,

Michel A. Smith

Notary Public

July 20, 1968

STATE OF ARIZONA, County of Cochise; ss. I do hereby certify that the within instrument was filed and recorded at request of M. Docket on _____, Records of _____ County, Arizona.

Page _____, Records of _____ County, Arizona. WITNESS my hand and official seal the day and year first above written. Then recorded, mail to: Randolph Realty & Ins., Box 96, Tombstone, Arizona. County Recorder, By _____ Deputy.

AGREEMENT

THIS AGREEMENT entered into in triplicate December 2, 1966, between JAMES H. KELLY and JESSIE M. KELLY, HIS WIFE, as Seller, and Cobb Edmondson and Lyllis Edmondson, HIS WIFE, as Buyer.

WITNESSETH: That Seller, in consideration of the covenants and agreements of Buyer hereinafter contained, agrees to sell and convey unto Buyer, and Buyer agrees to buy, all that certain real property, together with all and singular the rights and appurtenances thereto in anywise belonging, situate in the County of Cochise, State of Arizona, described as follows: That portion of the Houghton Patented Lode Mining Claim in the Tombstone Mining District in Cochise County, State of Arizona, the United States patent of which is recorded in the office of the County Recorder of said Cochise County, Arizona, in Book 29, Deeds of Mines, at page 335. Particularly described as the surface, together with a depth of forty (40) feet immediately beneath the surface of that portion of the Houghton Mining Claim which lies East of the right-of-way of the Southern Pacific Company as such right-of-way was established on July 10, 1951. Excepting therefrom, however, all mines, minerals and mineral rights under the hereinbefore described premises and the right of extracting and mining the same beneath the surface of said premises, said mining operations to be conducted with due regard to the owners of the aforesaid surface of said premises as reserved in Deed from Monumental Gas Company, a Delaware Corporation, to Morris G. Spencer, recorded 4/23/56, in D. 145, at p. 75; ALL E. G. & S. R. B. & M. Cochise County, Arizona. SUBJECT TO: Realty Mortgage of record dated May 22, 1964.

It is agreed that not more than one hundred (100) tons of mining material ores or concentrate shall be removed from the surface of existing property, or to a depth of 40 feet, until paid in full. Any material brought upon the property may be removed. for the sum of Twelve Thousand and 00/100 Dollars, (\$12,000.00) lawful money of the United States, and Buyer agrees in consideration of the premises to pay said sum in the following manner:

To Randolph Realty and Insurance, Tombstone, Arizona, for the benefit of the seller, the sum of \$12,000.00 payable in the following manner: \$1,000.00 in cash upon the signing and sealing of these presents, the receipt of which is hereby acknowledged, and the balance of \$11,000.00 payable \$2,000 on or before January 15, 1967; the balance of \$9,000.00 on or before April 15, 1967. No interest shall be charged unless there is a delinquency in which case 8% per annum will be paid on the deficient balance.

**** If Buyer is in default under this agreement, Seller may either elect to enforce a forfeiture thereof in any lawful manner including, but not limited to, forfeiture by notice as hereinafter provided but only after the expiration after such default of the following periods:

Where Buyer has paid on the purchase price: Less than 20%--30 days; 20% or more but less than 30%--60 days; 30% or more, but less than 50%--120 days; 50% or more--9 months.

If Seller elects to forfeit this agreement by notice, Seller shall do so through Escrow Agent by delivering to Escrow Agent a written declaration of forfeiture directed to Buyer together with Escrow Agent's established fee for services rendered in connection with forfeitures. Escrow Agent shall within three days thereafter send a copy of said declaration to the Buyer by certified mail to his last known address. Buyer fails to comply with the terms of this agreement to the date of such compliance before the expiration of 10 days from the date said copy was deposited in the United States mail, Escrow Agent is authorized to deliver to Seller the documents, and money deposited under these instructions or under this Agreement.

STATE OF ARIZONA COUNTY OF COCHISE I hereby certify that the within instrument was filed and recorded at request of Randolph Realty & Ins. Box 96 Tombstone, Ariz 85638. Fee \$ 2.00 DEC 9 1966-8 00AM DOKY 450 39 27137

Buyer shall pay, before they become delinquent, all installments of principal and interest of any improvement liens against said property not delinquent at the date hereof; and

and all taxes and assessments on said property levied subsequent to December 31, 1966, together with all other assessments and charges for or on account of irrigation water or power used for furnishing irrigation water, after the date hereof. Buyer shall keep the buildings erected, and to be erected, upon said property insured against fire in the amount of the reasonable insurable value thereof, in insurance companies to be approved by Seller, for the mutual benefit and protection of the parties hereto, and to place the policy or policies representing the said fire insurance and evidence of the payment of premium thereon with the Randolph Realty & Ins. Company to be held by it, or a mortgagee.

If Buyer fails to pay any such taxes, charges, assessments, or premiums for fire insurance or to place the policies of fire insurance with the Randolph Realty & Ins. Company, or fails to pay any amount due upon or fails to perform any condition or covenant of any agreement for sale or mortgage required of Buyer, before the same shall have become delinquent, Seller shall have the right to pay or procure the same, together with necessary costs and legal fees, and the amount so advanced and such repayment thereof shall be secured hereby, and shall be repaid to Seller by Buyer on demand, together with interest thereon at the rate of eight per cent per annum from date advanced by Seller until repaid, and any payment so made by Seller shall be prima facie evidence of the necessity therefor. If the Randolph Realty & Ins. Company is notified in writing by Seller of any such advances, it shall not deliver deed to Buyer until repayment thereof with interest shall have been made.

If Seller institutes suit against Buyer to enforce Seller's rights under this agreement and obtains a valid judgment against Buyer, Buyer agrees to pay all costs, expenses and attorneys' fees of Seller.

The Deed of Seller conveying the herein described property to Buyer, subject to liens, encumbrances, reservations, restrictions and exceptions affecting the title to said property has been delivered in escrow with the Randolph Realty & Ins. Company, and shall, as provided by the escrow instructions given to said Company, be delivered to Buyer upon fulfillment of Buyer's obligation to Seller under the terms of this agreement.

Buyer may enter into possession of said property and continue in such possession for and during the life of this agreement. Buyer agrees to maintain said premises and all improvements thereon in good repair, to permit no waste thereof, and to take the same care thereof that a prudent owner would take.

No transfer or assignment of any rights hereunder shall be made by anyone having an interest herein, unless made in such manner and accompanied by such deeds and other instruments as shall be required by the Randolph Realty & Ins. Company, nor until its regular escrow fee and other costs including its charge for the issuance of a new Title Insurance Policy shall have been fully paid, and all instruments deposited in escrow with it.

Seller and Buyer, and each of them, promise to pay promptly, and to indemnify and hold harmless Escrow Agent against all costs, damages, attorneys' fees, expenses and liabilities which, in good faith and without fault on its part, it may incur or sustain in connection with this agreement and in connection with any court action arising out of this agreement.

Should Buyer default in making any payment, or in fulfilling any obligation hereunder, Seller may, either elect to bring an action against Buyer for specific performance of this agreement, or enforce a forfeiture of the interest of Buyer, in any lawful manner, including but not limited to forfeiture by notice as provided in the escrow instructions or supplemental escrow instructions given to the Randolph Realty & Ins. Company in connection with this transaction. In the event a forfeiture is enforced, Buyer shall forfeit any and all rights and interests hereunder in and to the real property hereinbefore described and appurtenances, and Buyer shall surrender to Seller, forthwith, peaceable possession of said property, and shall forfeit to the Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property. Neither the provisions of this paragraph nor any provisions of the escrow instructions herein referred to shall affect any other lawful right or remedy which the Seller may have against the Buyer.

Time is of the essence of this agreement. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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

(Seller) _____ (Buyer) _____
(Seller) _____ (Buyer) _____

STATE OF ARIZONA
County of Cochise } ss.

My commission will expire: _____

STATE OF ARIZONA
County of Cochise } ss.

My commission will expire: _____

STATE OF ARIZONA
County of Cochise } ss.
FORM 100-2 REV 12-66

My commission will expire: _____

This instrument was acknowledged before me this 2nd day of December, 1966, by Robb Edmundson

Notary Public
M. J. Kennedy

This instrument was acknowledged before me this 2nd day of December, 1966, by Donald Kennedy and Jean M. Kennedy, his wife

Notary Public
This instrument was acknowledged before me this 3rd day of December, 1966 by Phyllis R. Edmundson.

Notary Public
M. J. Kennedy

1127-RP-1

1127-RP-1

Docket 472 pg 519

STATE OF ARIZONA, County of Maricopa, ss

I hereby certify that the within instrument was filed and recorded at request of _____ on _____ at _____ M. Docket _____ Page _____, Records of Maricopa County, Arizona.

WITNESS my hand and official seal the day and year first above written.

N. C. "KELLY" MOORE, County Recorder.

When recorded, mail to:

By _____, Deputy

Charles Randolph
2011 9th
Tombstone, Arizona

Quit Claim Deed
(JOINT TENANCY)
ESCROW # _____

For the consideration of Ten Dollars, and other valuable considerations, I or we, Robb Edmundson and Phyllis R. Edmundson, His Wife hereby quit-claim to Donald Kennedy and Jean M. Kennedy, His Wife

not as tenants in common and not as community property estate but as joint tenants with right of survivorship, the following described property situated in the County of Maricopa, State of Arizona That portion of the Houghton Patented Lode Mining Claim in the Tombstone Mining District in Cochise County, State of Arizona, the United States patent of which is recorded in the office of the County Recorder of said Cochise County, Arizona, in Book 29, Deeds of Mines, at page 335.

Particularly described as the surface, together with a depth of forty (40) feet immediately beneath the surface of that portion of the Houghton Mining Claim which lies East of the right-of-way of the Southern Pacific Company as such right-of-way was established on July 20, 1951,

Excepting therefrom, however, all mines, minerals and mineral rights under the hereinbefore described premises and the right of extracting and mining the same beneath the surface of said premises, said mining operations to be conducted with due regard to the owners of the aforesaid surface of said premises, as reserved in Deed from Monumental Gas Company, a Delaware Corporation, to Morris G. Spencer, recorded 4/23/56, in D.145, at p. 75; ALL E. G. & S. R. B. & M. Cochise County, Arizona.

67-21

STATE OF ARIZONA
COUNTY OF COCHISE

TRANSAMERICA TITLE INSURANCE CO.
BISBEE

APR 6 1967 - 2 10 PM

DOKT 472 pg 519 23117

The grantees by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property or as tenants in common.

Dated this 2nd day of December, 1966.

ACCEPTED AND APPROVED:

Donald Kennedy
Jean M. Kennedy
Grantees

Robb Edmundson
Phyllis R. Edmundson
Grantors

STATE OF ARIZONA } This instrument was acknowledged before me this 2nd day of December, 1966
County of Cochise } by Robb Edmundson

My commission will expire: Commission Expires Jan. 5, 1968

Murrell L. Nelson
Notary Public

STATE OF ARIZONA } This instrument was acknowledged before me this 2nd day of December, 1966
County of Riverside } by Phyllis R. Edmundson

My commission will expire: Commission Expires Jan. 5, 1968

Murrell L. Nelson
Notary Public

STATE OF ARIZONA } This instrument was acknowledged before me this 2nd day of December, 1966
County of Cochise } by Donald Kennedy and Jean M. Kennedy, His wife.

Commission Expires Jan. 5, 1968

NOTARY PUBLIC

519

Docket 524 89 147

STATE OF ARIZONA }
County of COCHISE }

I hereby certify that the within instrument was filed and recorded

Fee No. 2636

In DOCKET DKT 524

FFR 8 1968 - 11 08 AM
page 147 and index in the books

at the request of TRANSAMERICA TITLE INSURANCE CO.

When recorded, mail to:
Bardolph Reulty
Box 96, Tombstone, Arizona 85638

BISBEE

Witness my hand and official seal
JAMES O. DOFFIN, County Recorder

By *H. White* Deputy Recorder

Notarized:
Endorsed:
Compared
Photostated
Fee 1.00

JOINT TENANCY DEED

For the consideration of ten Dollars, and other valuable considerations,

DONALD KENNEDY and JEAN KENNEDY, his wife,

hereinafter called the Grantor, whether one or more than one, hereby convey to

NORMAN A. DOUST and DOROTHY M. DOUST, his wife,

not as tenants in common and not as a community property estate, but as joint tenants with right of survivorship, the following described property situated in Cochise County, Arizona, together with all rights and privileges appurtenant thereto, to wit:

That portion of the surface, together with a depth of forty feet (40') immediately beneath the surface of the HOUKINGTON PATENTED LEAD MINING CLAIM, IN the Tombstone Mining District, being shown on Mineral Survey No. 3228, on file in the Bureau of Land Management as granted by Patent recorded May 20, 1919, in Book 29, Deed of Mines, at page 335, records of Cochise County, Arizona, lying East of the right-of-way of the Southern Pacific Company, as such right-of-way was established on July 20, 1951;

EXCEPTING therefrom, however, all mines, minerals, and mineral rights under the hereinbefore described premises and the right of extracting and mining the same beneath the surface of said premises, said mining operations to be conducted with due regard to the owners of the aforesaid surface of the said premises, as reserved in Deed from Monumental Gas Company, a Delaware Corporation, to Morris G. Spencer, recorded April 23, 1956, in Docket 145, at page 75;

ALL East of the Gila and Salt River Base and Meridian, in the County of Cochise, State of Arizona.

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor warrants the title against all persons whomsoever.

The grantees by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property nor as tenants in common.

Dated this 5th day of February, 1968.

Accepted and approved:

Norman A. Doust
Norman A. Doust
Dorothy M. Doust
Dorothy M. Doust
Grantees

Donald Kennedy
Donald Kennedy
Jean Kennedy
Jean Kennedy
Grantors

NOTARY PUBLIC
STATE OF ARIZONA
County of Cochise

This instrument was acknowledged before me this 7th day of February, 1968, by Donald Kennedy and Jean Kennedy, his wife.
Charles J. Randolph
Notary Public

My commission will expire Jan 1, 1969

NOTARY PUBLIC
STATE OF ARIZONA
County of Cochise
My commission will expire Jan 1, 1969

This instrument was acknowledged before me this 7th day of February, 1968, by Norman A. Doust and Dorothy M. Doust, his wife.
Charles J. Randolph
Notary Public

FURNISHED THROUGH THE COURTESY OF TRANSAMERICA TITLE INSURANCE COMPANY

STATE OF ARIZONA }
COUNTY OF COCHISE }
Witness my hand and Official Seal
D. W. NEWBURY, County Recorder
John S. Smith Deputy

I HEREBY CERTIFY that the within instrument was filed and recorded at request of
Fee \$ 1.75 *Ernest B. Escapule*
L. R. S. Del 387
Date SEP 26 1962 - 11 30AM
Total \$
Docket 310 Page 610 No. 13433

Indexed	Photostat	Noted
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

D E E D
Corrective

NO FEE NECESSARY
EXEMPT UNDER ARS 41-1014

Docket 563
Page 182

WE, ERNEST B. ESCAPULE and MILDRED ESCAPULE, husband and wife, in consideration of the love and affection which we do bear CHARLES B. ESCAPULE and LOUIS W. ESCAPULE, do hereby give, grant and convey to said Charles B. Escapule and Louis W. Escapule the following described mining claims, situate in the Tombstone Mining District, Cochise County Arizona, patent of which is duly recorded in the Cochise County Recorder's Office, to which reference is hereby made, and which is incorporated herein and made a part hereof as if restated herein.

Said patents being duly recorded of said patented mining claims as follows:

1. Accident Lode, recorded Docket 306, page 588-591.
2. Silver Cable Lode, recorded Docket 306, page 598-602
3. Pt. of AIFA, DRE 7, page 405
4. Carbonate, ~~DRE 20, page 39~~ *DKT 504 Page 441-447*
5. Perseverance, DRE 39
6. Baker Lode, DRE 12, page 38
7. Commodore, DRE 207
8. Leopold, DRE 194
9. May, DRE 7, page 694
10. Michigan Central, DRE 29, page 335

MAIN GROUP

- Main, DRE 8, page 540
- Brother Jonathan, DRE 8, page 530
- Triple X, DRE 8, page 536
- Liwell, DRE 12, page 615

ALKEY GROUP

- Alkey, DRE 12, page 261

Pierce Mining District, Cochise County Arizona
Hussar, DRE 28, page 296

Ernest B. Escapule
ERNEST B. ESCAPULE
Mildred Escapule
MILDRED ESCAPULE

STATE OF ARIZONA }
COUNTY OF COCHISE }

The foregoing instrument acknowledged before me this 6th day of Sept, 1962, by Ernest B. Escapule and Mildred Escapule husband and wife, for the purpose therein expressed.



John S. Smith
NOTARY PUBLIC

Ernest B. Escapule
Mildred Escapule
JUL 6 1962 7 55 PM
DKT 310
182-13433

DEC 11 '78 - 2:10 PM

STATE OF ARIZONA
COUNTY OF Cochise

I hereby certify that the within instrument was filed and recorded
and indexed in deeds

Fee No.
26294

In DOCKET 1291 page 545
at the request of USLIFE Title Company of Arizona

PLEASE MAIL TO:
ELDON R. SMITH
P. O. Box 157
Tombstone, AZ 85638



Witness my hand and official seal.
CHRISTINE KHUOL County Recorder
By *[Signature]* Deputy Recorder

Fee: \$5.00

Tax Code # 109-10-147
176-1MLB

Joint Tenancy Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,
CHARLES W. DEARBORN and MARGOT DEARBORN, husband and wife
do hereby convey to ELDON R. SMITH, husband of JEANETTE L. SMITH, JEANETTE L. SMITH, wife of
ELDON R. SMITH and JAYE S. SMITH, a single women, dba THE ROCKSMITHS,
an Arizona Partnership
not as tenants in common and not as community property estate, but as joint tenants with right of survivorship, the following described property situated in the County of Cochise State of Arizona.

PARCEL I: That portion of LOTS 1, 2, 3 and 4, BLOCK T lying within the City of Tombstone, according to the official map thereof made by M. Kelleher, dated July 1, 1881.

PARCEL II: That portion of the VIZINA PATENTED MINING CLAIM according to Mineral Survey Lot #59, the Patent to which is recorded in Book 27, Deeds of Mines, page 299 and the GOOD ENOUGH PATENTED MINING CLAIM according to Mineral Survey Lot #87, Patent to which is recorded in Book 14 Deeds of Mines, page 311 records of Cochise County, Arizona located in the TOMBSTONE MINING DISTRICT, shown by dotted lines on the official map of the CITY OF TOMBSTONE made by M. Kelleher dated July 1, 1881 as LOTS 1, 2, 3, and 4, BLOCK "T" of said Townsite.

EXCEPTING all mines, minerals and mineral rights under said LOTS, as reserved in Deed recorded in Book 146, Deeds of Real Estate, page 53.

Subject to current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

The grantees by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property or as tenants in common.

Dated this 27th day of October, 1978.

Accepted and approved:
Jaye S. Smith
Jaye S. Smith
Eldon R. Smith
ELDON R. SMITH
Jeanette L. Smith
JEANETTE L. SMITH
Grantees

Charles W. Dearborn
CHARLES W. DEARBORN
Margot Dearborn
MARGOT DEARBORN
Grantors

STATE OF ARIZONA CALIFORNIA
County of Cochise ORANGE

OFFICIAL SEAL
MARJIE ALLEN
NOTARY PUBLIC - CALIFORNIA
My Commission Expires July 31, 1981

This instrument was acknowledged before me
this 22nd day of November, 1978 by
CHARLES W. DEARBORN and MARGOT DEARBORN,
husband and wife

Marjie Allen
Notary Public
My commission will expire July 31, 1981.

STATE OF Arizona
County of Cochise



This instrument was acknowledged before me
this 11th day of December, 1978 by
ELDON R. SMITH and JEANETTE L. SMITH,
husband and wife and Jaye S. Smith, a single woman

Carol A. Blacketer
Notary Public
My commission will expire 7-11-82

MAY 16 '80 -2 20 PM

STATE OF ARIZONA
COUNTY OF COCHISE

I hereby certify that the within instrument was filed and recorded
in DOCKET 422 P⁷ 35936 and indexed in DEEDS



Fee No.
10655

at the request of USLIFE TITLE COMPANY OF ARIZONA
SIERRA VISTA, ARIZONA 85635

Witness my hand and official seal.

When recorded, mail to:
ELDON R. SMITH
P.O. Box 157
Tombstone, Arizona 85638

CHRISTINE PHODEN
County Recorder

By

J. [Signature]

Deputy Recorder

Fee:
\$5.00

C-1645

Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,
CHARLES W. DEARBORN and MARGOT DEARBORN, husband and wife

do hereby convey to

ELDON R. SMITH and JEANETTE J. SMITH, husband and wife and JAYE S. SMITH, a single woman
DBA "THE ROCKSMITHS"

the following real property situated in COCHISE County, Arizona:

(SEE ATTACHED)

Subject to current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restric-
tions, liens and encumbrances of record.

And I or we do warrant the title against all persons whomsoever subject to the matters above set forth.

Dated this 8th day of May, 1980

Charles W. Dearborn
CHARLES W. DEARBORN

Margot Dearborn
MARGOT DEARBORN

STATE OF ARIZONA
County of Cochise

} ss

This instrument was acknowledged before me
this 12 day of May, 1980 by

CHARLES W. DEARBORN and MARGOT DEARBORN

Quitt C. Quinn
Quitt C. Quinn

Notary Public

My commission will expire by Commission Expires May 11, 1981

STATE OF _____
County of _____

} ss

This instrument was acknowledged before me
this _____ day of _____, 1980 by

Notary Public

My commission will expire

1422 359

ORDER NO. C-1645

DESCRIPTION

PARCEL I:

That portion of Lots 5 and 6 and of the North 60.00 feet of Lots 7, 8, 9, and 10, Block T, lying within the City of Tombstone, according to the official map thereof made by M. Kelleher, dated July 1, 1881.

PARCEL II:

That portion of the Virina Patented Mining Claim according to Mineral Survey Lot #59 the Patent to which is recorded in Book 27, Deeds of Real Estate, page 299, located in the Tombstone Mining District shown by dotted lines on the official map of the City of Tombstone made by M. Kelleher, dated July 1, 1881, as Lots 5, 6, and the North 60.00 feet of Lots 7, 8, 9, and 10, Block T of said Townsite.

EXCEPTING all mines, minerals and mineral rights under said Lots, as reserved in Deed recorded in Book 146, Deeds of Real Estate, page 53.

STATE OF ARIZONA
COUNTY OF COCHISE

MAY 16 '80 - 2 20 PM

I hereby certify that the within instrument was filed and recorded

Fee No. 10656

In DOCKET 1422 page 361 and indexed 363

at the request of USLIFE TITLE COMPANY OF ARIZONA
SIERRA VISTA, ARIZONA

Witness my hand and official seal.

When recorded mail to:
USLIFE TITLE COMPANY OF ARIZONA
1232 Fry Boulevard, S.E.
Sierra Vista, Arizona 85635

CHRISTINE PHOOEY County Recorder,
By [Signature] Deputy Recorder

Compared
Photostated
Fee \$3.00

C-1645

DEED OF TRUST AND ASSIGNMENT OF RENTS

DATE: May 8, 1980

TRUSTOR: ELDON R. SMITH and JEANETTE L. SMITH, husband and wife, and JAYE S. SMITH, a single woman, DBA "THE ROCKSMITHS" (whose mailing address is) P.O. Box 157, Tombstone, Arizona 85638

BENEFICIARY CHARLES H. DEARBORN and MARGOT DEARBORN, husband and wife

(whose mailing address is) RR. 1, Box 71, Sedonia, Arizona 85336

TRUSTEE: USLIFE TITLE Company of Arizona, an Arizona corporation, 5055 E. Bldg. A-111, Tucson, AZ 85711

PROPERTY situated in Cochise County, State of Arizona, described as:

(SEE ATTACHED)

Together with all buildings, improvements, and fixtures thereon.

This Deed of Trust, made on the above date between the Trustor, Trustee, and Beneficiary above named,

WITNESSETH: That Trustor irrevocably grants, conveys, transfers and assigns to Trustee in Trust, with Power of Sale, the above described real property, together with leases, rents, issues, profits, or income thereof, (all of which are hereinafter called "property income") SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income, AND SUBJECT TO

FOR THE PURPOSE OF SECURING:

A. Performance of each agreement of Trustor herein contained. B. Payment of the indebtedness evidenced by promissory note or notes of even date herewith, and any extension or renewal thereof, in the principal sum of \$213,000.00 secured by Trustor or Trustee or Beneficiary or order. C. Payment of additional sums and interest thereon which may hereafter be added to Trustor, or the successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by the Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to give when due all taxes for labor performed and materials furnished thereon, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit, suffer, or permit any act upon said property in violation of law, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount covered under any fire or other insurance policy may be applied by Beneficiary upon any endorsement secured hereby and in full order in Beneficiary's sole discretion or of order of Beneficiary. The entire amount so collected or any part thereof may be advanced to Trustor upon application or release shall not cure or waive any default or notice of Trustor's bad faith or violation of any of the provisions of this Deed of Trust.

3. To appear in and defend any action or proceeding pertaining to effect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to enforce the Deed of Trust.

4. To pay before delinquency, all taxes and assessments affecting said property, when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all such taxes, and expenses of the Trust, including without limiting the generality of the foregoing, the fees of Trustee for recording of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reconveyance of, following default in, the Deed of Trust or the obligations secured hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as other may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes, remove or defend any action or proceeding to effect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, correct, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto, and, in executing any such powers, pay necessary expenses, attorney counsel, and pay his reasonable fees.

5. To see immediately and without demand of sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the note secured by this Deed of Trust or at the higher legal rate, whichever be the greater rate. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises, or shall become immediately due and payable at option of Beneficiary or Trustee.

IT IS MUTUALLY AGREED:

6. That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust) and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

1422 FILE 361

STATE OF ARIZONA
COUNTY OF COCHISE
Witness my hand and Official Seal

I hereby certify that the within instrument was filed for record in _____ County, State of Arizona

No. 8264
Book 1758 Page 162-163
Date: APR 23 1984 2:25 PM
Request of:

Indexed	Paged	Blotted

By [Signature] Deputy

TICOR TITLE INS. CO.

WHEN RECORDED
MAIL TO:

Beed



For the consideration of Ten Dollars and other valuable considerations, I (or we) ARIZONA BOARD OF REGENTS, A body corporate,

do hereby CONVEY unto RALPH SCOTT LEWIS and KATHARINE A. LEWIS, husband and wife, as joint tenants with right of survivorship,

the following described real property situated in Cochise County, Arizona

Townsite Patented Lode Mining Claim in the Tombstone Mining District, being shown on Mineral Survey No. 84 on file in the Bureau of Land Management as granted by Patent recorded in Docket 189 at Page 11, Cochise County Records.

RESERVING UNTO THE GRANTOR HEREIN a five per cent (5%) royalty interest in any and all minerals.

SUBJECT TO:
Current taxes and assessments and to all easements, restrictions, encumbrances, Reservations in State and Federal Patents, and other matters of record in the office of the County Recorder of Cochise County, Arizona.

Dated this 3rd day of January, 1984

ARIZONA BOARD OF REGENTS, a body corporate,

By: [Signature]
Floyd A. Swenson, Contracting Officer

STATE OF Arizona

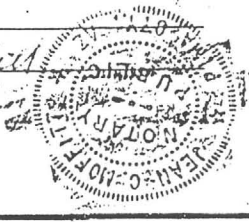
COUNTY OF Pima

This instrument was acknowledged before me this 3rd day of January, 1984

by Floyd A. Swenson as Contracting Officer on behalf of the Arizona Board of Regents, a body corporate.

[Signature]
Notary Public

My commission expires January 21, 1988



SEE ATTACHED

EX. 1758 PAGE 162

181,929 LFH

21854

ACCEPTANCE OF JOINT TENANCY

The undersigned, RALPH SCOTT LEWIS and KATHARINE A. LEWIS, husband and wife,

being the Grantees named in that deed executed by ARIZONA BOARD OF REGENTS, a body corporate

to RALPH SCOTT LEWIS and KATHARINE A. LEWIS, husband and wife,

not as tenants in common, and not as a community property estate, but as joint tenants with the right of survivorship, conveying the following described property:

Townsite Patented Lode Mining Claim in the Tombstone Mining District, being shown on Mineral Survey No. 84 on file in the Bureau of Land Management as granted by Patent recorded in Docket 189 at Page 511. Cochise County Records. RESERVING UNTO THE GRANTOR a five per cent (5) royalty interest in any and all minerals.

do hereby accept and approve said deed, and state that it is their intention to acquire said premises as joint tenants with the right of survivorship, and not as tenants in common or as a community property estates.

Dated this 10th day of April, 1984.

Ralph Scott Lewis: Ralph Scott Lewis

Katharine A. Lewis: Katharine A. Lewis

STATE OF ARIZONA
COUNTY OF PIMA

The foregoing instrument was acknowledged before me, the undersigned, on the day of April, 1984, by Ralph Scott Lewis and Katharine A. Lewis, husband and wife.

My commission expires: 7/1/84

[Notary Seal: Notary Public, Pima County, Arizona]
[Signature]
Notary Public

181929/LFH

BOOK 1
BK 25 A9 28

KNOW ALL MEN BY THESE PRESENTS:

That, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the CITY OF TOMBSTONE, a municipal corporation, to TOMBSTONE DEVELOPMENT COMPANY, an Arizona corporation, the receipt whereof is hereby acknowledged, the said TOMBSTONE DEVELOPMENT COMPANY does hereby grant, remise, release and quit-claim unto the CITY OF TOMBSTONE, a municipal corporation, its successors and assigns, a perpetual easement and right-of-way, over, upon and through the following described lands, to wit:

A portion of the surface to a depth of 40 feet of the Sulphuret Lode Mining Claim, Survey Lot No. 48 and of the First South Extension of the Tough Nut lode mining claim, Survey Lot No. 72, situated in the Tombstone Mining District, Cochise County, Arizona, more particularly described as follows:- Beginning at the northeast corner of this parcel whence Cor. No. 8 of the First South Extension of the Tough Nut lode mining claim identical with Cor. No. 6 of the Sulphuret Lode mining claim bears N. 57° 21' W., 79.1 ft.; thence S. 12° 20' W., 100 ft. to the southeast corner of this parcel; thence N. 77° 40' W., 100 ft. to the southwest corner of this parcel; thence N. 12° 20' E., 100 ft. to the northwest corner of this parcel; thence S. 77° 40' E., 100 ft. to the place of beginning; containing 0.23 acrs.

for the purpose of constructing, operating and maintaining thereon a tank-site for the water system of the CITY OF TOMBSTONE, and the further right in perpetuity to construct, maintain, and operate thereon pipe-lines for the conveyance of water from said tank-site for said water system and the right to repair, re-construct, or re-lay and remove the said pipe-lines or replace the said tank thereon for the said water system of the CITY OF TOMBSTONE. The grantee herein, and its successors and assigns, shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right-of-way of timber, and of ingress and egress to and from said tract of land for the purpose of constructing or re-constructing tank or tanks thereon, for the storage of water, and for the

purpose of laying, maintaining, repairing, renewing, changing the size of, or restoring said tank or tanks thereon or said pipe-lines.

IN WITNESS WHEREOF, the TOMBSTONE DEVELOPMENT COMPANY, an Arizona corporation, by and through its officers thereunto duly authorized, has hereunto set its hand and corporate seal this 30th day of March, 1949.

TOMBSTONE DEVELOPMENT COMPANY

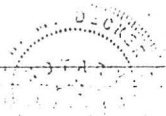
By J B Martin
President

ATTEST: Meador Clyne
Secretary

STATE OF ARIZONA)
County of Cochise) ss.

On this, the 30th day of March, 1949, before me, _____, the undersigned officer, personally appeared JACK B. MARTIN, and MEADOR CLYNE, who acknowledged themselves to be the President and Secretary, respectively, of the TOMBSTONE DEVELOPMENT COMPANY, an Arizona corporation, and that they, as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Secretary respectively.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



P. W. Newbury
Notary Public

My Commission Expires: Nov 23, 1949

STATE OF ARIZONA) I hereby certify that the within instrument was filed and recorded at request of
COUNTY OF COCHISE)
Witness my hand and Official Seal)
P. W. NEWBURY, County Registrar of Cochise County, Arizona)

Doc # 809 ANTHONY T. DEDDENS
BISBEE, ARIZONA
Date MAY 9 1949 10 00AM

Indexed	Serialized	Filed	DOCKET 25	Page <u>28-29</u> No. <u>3937</u>
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Docket
BL 25 A 30

DKT 25
pg 30

PERPETUAL EASEMENT FOR PIPE-LINE AND COVENANTS

THIS AGREEMENT, made and entered into by and between the TOMBSTONE DEVELOPMENT COMPANY, an Arizona corporation, hereinafter referred to as the GRANTOR, and the CITY OF TOMBSTONE, a municipal corporation, hereinafter referred to as GRANTEE;

W I T N E S S E T H :

That for and in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid by the GRANTEE to the GRANTOR, the receipt whereof is hereby acknowledged, said GRANTOR does hereby grant, remise, release and quit-claim unto the said GRANTEE, its successors and assigns, a perpetual easement and right-of-way, over, upon and through the surface to a depth of ten (10) feet beneath the surface of the following described land; a strip of land ten (10) feet wide, five (5) feet on each side of the following described center line:

Beginning at a point from which corner No. 3 of the Tranquillity Lode Mining Claim Survey Lot No. 49, which is identical with Cor. No. 8 of the Sulphuret Lode mining claim Survey Lot No. 48 and Cor. No. 2 of the Fortuna lode mining claim, Survey No. 3214, bears W. 88° 29' W., 238.0 ft.; thence N. 60° 57' W., 390.0 ft. to a point; thence N. 21° 11' W., 256.0 ft. to a water tank of the City of Tombstone. Said right-of-way crosses the Tranquillity lode mining claim Lot No. 49, the First South Extension of the Tough Nut lode mining claim Lot No. 72, Mineral Survey No. 3214 Fortuna lode mining claim and the Sulphuret lode mining claim Lot No. 48, all situated in the Tombstone Mining District, Cochise County, Arizona.

for the purpose of constructing, operating and maintaining thereon, a pipe-line or pipe-lines for the transportation of water for the water system of the CITY OF TOMBSTONE, and the further right, in perpetuity, to construct, maintain and operate thereon pipe-lines for the conveyance of water from the tank-site of the CITY OF TOMBSTONE for said water system, and the right to repair, re-construct, or re-lay and remove or replace the said pipe-line or pipe-lines for the said water system of the CITY OF TOMBSTONE.

The GRANTEE herein, and its successors and assigns, shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right-of-way of timber, and of ingress and egress to and from said tract of land for the purpose of constructing, laying, maintaining, repairing, renewing, changing the size of, or restoring said pipe-lines.

The GRANTEE, for itself and its successors or assigns hereby covenants to bury the lines of pipes so that the same will not interfere with the use of the various roads that may cross said line; and does further covenant that it will not fence in the said right-of-way for pipe-line and will not disrupt the use of those roads presently crossing the said pipe-line right-of-way, or that may hereafter cross the same, other than for temporary inconvenience due to temporary repairs.

IN WITNESS WHEREOF, the said corporations, by and through its officers thereunto duly authorized, have hereunto set its hand and corporate seals the day and year set forth in the acknowledgment clause hereafter.

THE TOMBSTONE DEVELOPMENT COMPANY



J. B. Martin
President

Meadell Clynne
Secretary

CITY OF TOMBSTONE
a municipal corporation

By *Edward G. ...*
Mayor

ATTEST: *Allen M. Gill*
Clerk

STATE OF ARIZONA)
County of Cochise) ss.

On this, the 31st day of March, 1949, before me, H. M. Decker, the undersigned officer, personally appeared JACK B. MARTIN and MEADE CLYNE, who acknowledged themselves to be the President and Secretary, respectively, of the TOMSTONE DEVELOPMENT COMPANY, an Arizona corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Secretary, respectively.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



H. M. Decker
Notary Public

(My Commission Expires: Nov 26, 1949)

-oO-

STATE OF ARIZONA)
County of Cochise) ss.

On this, the 23 day of April, 1949, before me, Raymond Trebe, the undersigned officer, personally appeared JOHN P. GIACOMA, who acknowledged himself to be the Mayor of the City of Tombstone, a municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Raymond Trebe
Notary Public

(My Commission Expires: 3-27-53)

-3-

STATE OF ARIZONA
COUNTY OF COCHISE

I hereby certify that the within instrument was filed and recorded - at - request - of -

Witness my hand and Official Seal this 120 day of May, 1949.

P. W. Newbury
P. W. NEWBURY, County Recorder

ANTHONY T. DEDDENS
BISBEE, ARIZONA

FILED MAY 9 1949 10 00AM

Total \$ _____

Indexed _____

DOCKET 25

Page 30-32 No. 3938

DOCKET
BE 26 19 348

LEASE AND OPTION AGREEMENT

THIS LEASE AND OPTION AGREEMENT, made and entered into as of the 1st day of May, 1949, by and between TOMSTONE DEVELOPMENT COMPANY, an Arizona Corporation, with office at 1000 East 17th Street, Tucson, Arizona, hereinafter called "Lessor", and ALEX M. McDONALD, an individual residing in Salt Lake City, Utah, hereinafter called "Lessee",

WITNESSETH:

IN CONSIDERATION, of the sum of Ten Dollars (\$10.00) in hand paid by Lessee to Lessor, receipt whereof said Lessor does hereby acknowledge, and in consideration of the covenants and agreements of Lessee hereinafter set forth, and by the said Lessee to be kept and performed, said Lessor has demised, leased and let, and by these presents does demise, lease and let unto said Lessee all of the following townsite lots situate in the Tombstone Townsite, Cochise County, State of Arizona, and also all of the following described mining claims and mining properties, or fractions thereof, situate in the Tombstone Mining District, Cochise County, State of Arizona, (hereinafter referred to as "demised premises"), to-wit:

PATENTED MINING CLAIMS, patents and deeds for which are of record in the office of the County Recorder of Cochise County, Arizona, by name and book of record as follows:

<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>
Dry Hill	30, Deeds of Mines	385
Atta	7, Deeds of Mines	405
Bunker Hill	12, Deeds of Mines	11
Black Hawk	30, Deeds of Mines	411
Banner	15, Deeds of Mines	386
Blue Monday	15, Deeds of Mines	458
Boss	14, Deeds of Mines	554
C O D	15, Deeds of Mines	108
Content	15, Deeds of Mines	297
Contact	9, Deeds of Mines	536
Contention	3, Deeds of Mines	394
Cocopa	6, Deeds of Mines	440
Contentment	15, Deeds of Mines	300
Defense	14, Deeds of Mines	289
East Side	14, Deeds of Mines	272
East Side #2	14, Deeds of Mines	278

Docket Book 26 pg 345

Emerald South	30, Deeds of Mines	387
Emerald	8, Deeds of Mines	600
Empire	11, Deeds of Mines	76
Extacy	8, Deeds of Mines	87
Escondido	29, Deeds of Mines	298
Flora Morrison	8, Deeds of Mines	177
Flora Dora	29, Deeds of Mines	394
Fortuna	29, Deeds of Mines	304
Goodenough	14, Deeds of Mines	311
Grand Dipper	8, Deeds of Mines	606
Gilead Age	9, Deeds of Mines	34
Grand Central	5, Deeds of Mines	24
Hard Up	27, Deeds of Mines	278
Hidden Treasure	11, Deeds of Mines	556
Heral	13, Deeds of Mines	261
Hawkeye-Little Wonder	30, Deeds of Mines	146
Head Center-Yellow Jacket	29, Deeds of Mines	296
Last Chance No. 2	11, Deeds of Mines	553
Lucky Cuss	14, Deeds of Mines	295
Mammoth	12, Deeds of Mines	1
Mexican	9, Deeds of Mines	541
May Flower	15, Deeds of Mines	360
Moonlight	11, Deeds of Mines	543
McCann	29, Deeds of Mines	302
Maumkeag	9, Deeds of Mines	17
New Year	9, Deeds of Mines	260
North Point	12, Deeds of Mines	568
Ninety Nine	30, Deeds of Mines	168
Owl's Last Roost	27, Deeds of Mines	297
Owl's Nest	14, Deeds of Mines	319
Oregon	29, Deeds of Mines	394
Protection	29, Deeds of Mines	409
Foot X	4, Deeds of Mines	3
Prompter	27, Deeds of Mines	273
Rattlesnake	12, Deeds of Mines	6
Revenue	11, Deeds of Mines	24
Silver Thread	11, Deeds of Mines	564
Silver Belt	13, Deeds of Mines	382
Survey	7, Deeds of Mines	334
Surveyor	14, Deeds of Mines	304
Shorty	8, Deeds of Mines	93
Sulphurets	5, Deeds of Mines	8
Silver Plume	9, Deeds of Mines	497
Sydney	27, Deeds of Mines	293
South Extension of The Grand Central	7, Deeds of Mines	100
First South Extension of the Toughnut Lode	5, Deeds of Mines	1
San Rafael	30, Deeds of Mines	168
Telephone	13, Deeds of Mines	103
Toughnut	14, Deeds of Mines	263
Tribute	14, Deeds of Mines	325
Tranquillity	3, Deeds of Mines	565
Verde	12, Deeds of Mines	265
Viking	27, Deeds of Mines	299
Wedge	14, Deeds of Mines	258
Way Up	5, Deeds of Mines	396
West Side	14, Deeds of Mines	383
Buffalo	29, Deeds of Mines	335
Cornell	29, Deeds of Mines	335
Houghton	29, Deeds of Mines	335
Illinois	29, Deeds of Mines	335
Michigan	29, Deeds of Mines	335
Southern Belle	29, Deeds of Mines	335

TYPE ALL OF ABOVE

Big Comit	29, Deeds of Mines	310
Little Comet	29, Deeds of Mines	310
Miners Dream	29, Deeds of Mines	310
Shoofly	29, Deeds of Mines	300
Antelope	29, Deeds of Mines	300
Standard	11, Deeds of Mines	547

North Extension of the Sulphurette, designated by U. S. Surveyor General as Lot No. 71, notice of location whereof is recorded in Book 1, Transcribed Records of Mines, Page 415.

UNPATENTED MINING CLAIMS, notices of location whereof are of record in the office of the County Recorder of Cochise County, Arizona, by name and book of record as follows:

Narrow Gauge, amended location recorded in Book 50, Records of Mines, at page 206 thereof;

Silver Brick, amended location recorded in Book 50, Records of Mines, at page 215 thereof;

Horn Silver, amended location recorded in Book 50, Records of Mines, at page 219 thereof;

Erie, amended location recorded in Book 50, Records of Mines, at page 230 thereof.

TOWNSHIP LOTS, according to the plat of the Townships of Tombstone, Cochise County, Arizona, as follows:

lots 1 to 10 inclusive, Block 5 1/2;
lots 1 and 2, in Block 6;
lots 1 to 7 inclusive, Block VIII.

including all tracks, buildings, structures, equipment, tools, machinery, piping and fixtures located upon or below the surface of said mining claims and properties and necessarily incident to mining and development of said mining claims, together with any and all right, title and interest of said lessor in and to any and all veins, lodes or mineral deposits extending into or contained in said mining claims and mining properties; together with all mining dumps, rights-of-way, easements, water, water rights, tenements, hereditaments, privileges, appurtenances and appropriations of every kind and nature belonging to lessor and located at or in the vicinity of said mining claims and properties or in anywise appertaining to said mining claims and properties, or either of them.

Subject to the following agreement, leases and quitclaim deeds, to-wit:

(a) That certain Lease Agreement dated September 2, 1947, by and between Tombstone Development Company and J. Deway Chadwick, covering the Emerald and Silver Plume Mining Dumps, the term of which said Lease Agreement expires September 2, 1949;

(b) That certain Lease Agreement dated June 3, 1948, by and between Tombstone Development Company and Chas. M. Deitz, covering The East Side Mining Claim, the term of which said Lease Agreement expires June 3, 1949;

(c) That certain Lease Agreement dated February 10, 1948, by and between Tombstone Development Company and Jesus and Frank Molina, covering

A
Emerald
&
Silver
Plume
on
lease

B
East
Side
on
lease

C
?

TYPE III of this block

the underground workings of the Little Joe Shaft, the term of which said Lease Agreement expires February 10, 1950;

(d) That certain Quitclaim Deed dated April 12, 1946, wherein Tombstone Development Company conveyed to Morgan Lewis Brett a certain portion of the surface of the Empire Lode Mining Claim, Lot No. 46, as in said Deed more particularly set forth;

(e) That certain Quitclaim Deed dated March 18, 1946, wherein Tombstone Development Company conveyed to Kruse and Florence B. Davis a certain portion of the surface of the Empire Lode Mining Claim, Lot No. 46, as in said Deed more particularly set forth;

(f) That certain Agreement dated May 27, 1947, by and between Operations, Inc., a Delaware corporation, as Party of the First Part, and Tombstone Development Company, an Arizona Corporation, Party of the Second Part, covering the purchase of certain surface and subsurface right in and to the Houghton Mining Claim and providing for a gas pipe line easement and other matters all as in said Agreement set forth. Said agreement calls for the payment by said Operations, Inc. to Lessor of the sum of \$100.00 monthly. Lessor shall have and retain as its own these monthly payments until such time as Lessee has made the minimum installment royalty payment of \$25,000.00, hereinafter provided to be made by Lessee on or before August 1, 1950. After Lessee has made said payment, said monthly payments made by Operations, Inc. shall go to and be retained by Lessee; and

(g) All easements of record, easement about to be granted to the City of Tombstone for the maintenance of a pipe line and reservoir, established and/or existing roads and highways, and all conveyances of surface rights heretofore executed.

TO HAVE AND TO HOLD, unto the said Lessee, his heirs, administrator, executor and assigns, for the term of three (3) years and three (3) months, beginning with the date hereof (May 1, 1949) and expiring at noon on the 1st day of August, 1952, unless sooner forfeited or terminated as hereinafter provided.

AND IN CONSIDERATION of such demise and of said royalties, covenants and agreements to be paid, kept and performed by Lessee, it is hereby mutually covenanted and agreed by the parties hereto, and each of them, as follows, to-wit:

1. That forthwith Lessee shall have and is hereby granted by Lessor the right and privilege of entering into and upon the demised premises and to drill and excavate thereon and therein holes, pits, tunnels, shafts and other ex-

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G
PIPELINE
CONVEYANCE
TO
CITY
OF
Tombstone

excavations and to conduct therein and elsewhere such surveys, explorations, investigations, sampling, metallurgical work and other work, similar as well as dissimilar, as Lessee in his sole judgment and discretion may desire, for the purpose of ascertaining, to the extent that Lessee in his sole judgment and discretion may wish to know, any and all facts relative to the geology of and ores in, upon and under said demised premises and the mining, milling and marketing thereof. All such work shall be conducted by Lessee as he in his sole judgment and discretion deems best, and in a good and minerlike fashion. All such work, including services rendered in connection therewith by engineers, geologists, superintendents, foremen and other officers, agents, servants, employees and contractors of Lessee, is hereinafter referred to as "Exploration work".

2. That Lessee shall also have exclusive and sole possession and control of the demised premises during and throughout the life of this lease and Option Agreement for any and all mining and milling uses and purposes, including, also, exploration work, development work, mining and the preparation and marketing of ores, or concentrates thereof, all of which work shall be done in a manner necessary to good and economical mining. As a minimum work requirement, Lessee agrees to perform work in or on the demised premises on the basis of an average of fifty (50) eight (8) hour regular shifts per calendar month, or its equivalent, during the life of this lease and Option, commencing with the assessment year 1949-1950, Lessee agrees to do all things and to comply with all laws necessary in order to keep the unpatented claims covered by this lease and Option in good standing:

3. Lessee agrees to allow said Lessor, or its agent, duly authorized in writing, to have, at all reasonable times, access to all parts of said demised premises for the purpose of inspecting, surveying or sampling the same.

4. Lessee agrees to post on or before May 1, 1949, and thereafter during the life of this lease and Option Agreement to continuously maintain, in accordance with the laws of Arizona, notices to all employees and other persons informing them of the fact that said demised premises are being operated by said Lessee, and that Lessor is not in any manner responsible for the wages of any person employed by Lessee upon the demised premises or for any work, supplies or materials furnished to said Lessee, or his agents or assigns, or for any labor, supplies or materials furnished upon or employed in or about the demised premises by said Lessee or his assigns.

5. All ores mined by Lessee from the demised premises and any concen-

ores thereof shall be shipped to and treated by a mill or smelter designated by Lessee pursuant to a contract or schedule for disposal thereof at the best prices and upon the most favorable terms obtainable consistent with the exercise of reasonable diligence; and in the event that Lessor can at any time obtain a bona fide offer from any other responsible milling or smelting company upon more favorable terms, said ores or concentrates shall, upon demand of said Lessor, be shipped and sold to such other company. On any ore or concentrates disposed of as herein contemplated, Lessee agrees to pay to the Southern Arizona Bank and Trust Company, at Tucson, Arizona, to Lessor's account, the following: On any ore or concentrates disposed of by Lessee from the demised premises a percentage royalty of the net smelter return per dry ton as set forth in the following percentage royalty schedule:

PERCENTAGE ROYALTY SCHEDULE

<u>Net Smelter Return Per Dry Ton</u>	<u>Royalty Percentage of Net Smelter Return per Dry Ton</u>
Fifty Dollars (\$50.00) or less	Seven and One-half Per cent (7-1/2%)
Over Fifty Dollars (\$50.00)	Ten Per cent (10%),

or in lieu of percentage royalty payments on ores or concentrates, the minimum installment royalty payments as set forth in such schedule below, whichever amount is the greater,

SCHEDULE OF MINIMUM INSTALLMENT ROYALTY PAYMENTS

On or before August 1, 1949	\$ 6,000
On or before August 1, 1950	\$25,000
On or before August 1, 1951	\$59,500
On or before August 1, 1952	\$59,500

Provided, however, that the above percentage royalties payable on net smelter returns from ores or concentrates, as above set forth, shall, in the case of each mining claim hereby demised, be calculated and paid in direct proportion to Lessor's actual fractional ownership in each said mining claim demised.

"NET SMELTER RETURN", whenever used herein is hereby defined and shall for all purposes be construed as the amount remaining after deducting from the value per dry ton of ore or concentrates as determined pursuant to the contract or schedule with the smelter or mill treating said ore or concentrates, all smelter and mill treatment charges, sampling, assaying and railroad charges and truck or other haulage charges.

Lessee agrees to pay the above percentage royalty payments on or before the fifteenth day of the month next following the receipt by Lessee of payment from the smelter or mill for ores or concentrates bought or purchased, and to accompany such payments with a statement of the amount of royalty due on each lot shipped and a duplicate smelter or mill treatment sheet on each such

lot and shall furnish to lessor, or its designated agent, a copy of such royalty statement and a duplicate smelter or mill settlement sheet.

Any and all payments herein specified to be made by the lessee to lessor's account, including any and all percentage royalty payments, shall be made by depositing the amount thereof to the credit of lessor at the Southern Arizona Bank and Trust Company, at Tucson, Arizona, all of which payments and amounts shall be a credit upon the purchase price of said property. It is expressly understood and agreed that lessee shall be in no manner responsible for any disposition of monies so deposited.

6. Lessee agrees to pay all taxes levied and assessed upon the demised premises, or any part thereof, including taxes measured on production, and also including taxes levied and assessed on improvements placed on said demised premises by lessee, during the life and existence of this Lease and Option Agreement or any extension thereof, commencing with the taxes for the year 1950, and to make payment thereof as required by the statutes of Arizona so that no default in taxes upon the demised premises shall occur, and to deliver to lessor the original or duplicate tax receipts for payments made; but said lessee shall not be liable in any way for any other tax, excise, levy, or assessment of or against said lessor.

7. Lessee agrees to assume all responsibility for personal injuries to or the death of any person upon or within the demised premises or on any adjacent premises used as ingress to or exit from the demised premises, occasioned by the negligence or actionable fault of the lessee, his agents or employees, and to indemnify and save the lessor harmless from any and all claims or judgments for such damage, injury or death. Lessee agrees to carry such insurance covering all persons working on or in said demised premises for lessee as will fully comply with the provisions of the statutes of the State of Arizona governing Workmen's Compensation and Occupational Disease, as they are now in force or as they may hereafter be changed or amended. Further, lessee agrees to comply with all the terms and provisions of all the laws of the State of Arizona and of the United States of America, as now existing or hereafter amended, pertaining to Social Security, Unemployment Compensation, wages, hours, conditions of labor, and to indemnify and hold the lessor harmless from the payment of any and all damages, costs or expenses incurred by reason of lessee's

operation of said demised premises during and throughout the term and existence of this lease and Option Agreement.

8. Lessee may at any time during the currency of this lease and Option Agreement install upon or remove from said demised premises any tools, machinery, equipment or facilities owned or furnished by him. It is mutually understood and agreed that if, by forfeiture or otherwise, the rights of Lessee hereunder are terminated and Lessee quits possession of said mining claims and mining properties hereby demised, Lessee, or his agents, may remove any tools, machinery, equipment and supplies theretofore by him placed upon said demised premises, or any of them, said removal to be at Lessee's own cost and expense and may be accomplished within one hundred twenty (120) days following surrender of possession of said demised premises, except that in such event all installed timbers, tracks, piping, wiring and surface buildings shall thereupon be and become the property of Lessor. Further, Lessee agrees to surrender possession of and deliver up said demised premises to Lessor without demand or notice at the expiration of the term hereof or at any time previous upon forfeiture of this lease and Option Agreement by the terms hereof. Lessee also agrees to save and protect Lessor and the demised premises harmless from any and all liens or lien claims on account of labor done upon or material furnished to such demised premises at the instance of the Lessee.

9. It is further understood and agreed that if, during the life of this lease and Option Agreement, the Lessor shall acquire in any manner or has acquired any mining ground or interest in mining ground located within a radius of ten (10) miles from the outside boundaries of the demised premises located in the Tombstone Mining District, Cochise County, State of Arizona, which is not included in the description of the demised premises herein, such mining ground or interest therein acquired by said Lessor or owned by Lessor, shall be included in and made a part of the property or demised premises herein leased and optioned, precisely as if expressly designated and included herein as a part of the property herein leased and optioned and without further consideration than is payable pursuant to the express terms hereof. Lessor shall execute and deliver, or cause to be executed and delivered, such instruments as may be necessary in order to vest in Lessee any and every right to possess, lease, operate and obtain title to such mining ground or interest in mining

10
miles
radius

ground hereafter acquired or owned by lessor, as aforesaid, in the same manner as if said mining ground or interest therein had been expressly included and described herein and without further consideration than that payable as herein provided for the mining claims and mining property herein described.

10. It is expressly agreed that lessee may at any time hereafter terminate this Lease and Option Agreement and be freed from any and every obligation and liability hereunder, or in any manner arising out of any term, covenant or condition hereof, excepting only those obligations which, by the express provisions hereof, have then accrued and become fixed and unconditional, to-wit: (a) lessee's obligation to pay percentage royalty on ore or concentrates theretofore shipped to a mill, reduction plant or smelter and (b) lessee's obligation to keep said property free from any liens or encumbrances occasioned by lessee's act or default.

Said termination by lessee in this paragraph contemplated, may be effected by written notice served upon lessor setting forth the intention of lessee to discontinue performance hereunder, said written notice to be signed by or on behalf of lessee and to be enclosed in a sealed envelope addressed to said lessor at 1000 East 17th Street, Tucson, Arizona, and deposited in a United States Post Office, postage prepaid.

11. For any breach of any covenant or agreement herein specified to be kept and performed by lessee, lessor may, following sixty (60) days' written notice, terminate this Lease and Option Agreement by delivering to lessee at 818 Kearns Building, Salt Lake City, Utah, a written notice of its intention to terminate the same, which written notice shall set forth the breach of covenant or agreement being complained of; provided, however, that if lessee is thus in default as claimed by lessor, it is agreed that lessee may, within sixty (60) days following the receipt of such notice, avoid said termination and cure said default by performing the covenant or agreement breached. If such default has not been thus cured within said sixty-day period, said termination shall thereupon become effective, and all lessee's rights hereunder shall be forfeited, except only the right of lessee, or his assigns, to remove his property and equipment from said demised premises as hereinabove provided.

12. It is further agreed that upon termination of lessee's rights hereunder by forfeiture or otherwise, all money theretofore paid to lessor

shall be by it kept and retained as liquidated damages for any and every breach hereof by Lessee.

13. Lessor agrees at any time hereafter, upon written request of Lessee, to enter into a vertical sideline agreement with the owner, or owners, of any adjoining mining claims and properties; said sideline agreement shall restrict the rights and property of each party to said agreement to the property, minerals and ores lying beneath the surface of said owners' respective claims bounded by vertical planes projected through the common surface boundaries of said claims, thus eliminating any extralateral rights as between said parties.

14. Lessee agrees to keep books and accounts covering Lessee's operations hereunder and particularly the mining and milling of ores and the selling of ores or concentrates, and shall permit Lessor, through its duly accredited agents at all reasonable hours, to examine said books and accounts bearing on royalties due said Lessor. Lessee shall keep up-to-date maps showing any new workings in the demised premises, which maps may be inspected by Lessor at any reasonable time. In the event this lease and Option Agreement is terminated, by forfeiture or otherwise, prior to August 1, 1952, Lessee agrees to furnish to Lessor within ninety (90) days after receipt by Lessee of Lessor's written request therefor, a copy of maps showing the location of drill holes, assays of cuttings from drill holes, drill log data and a copy of maps showing any new underground workings excavated by Lessee hereunder.

15. Lessor shall, at its cost and expense, have prepared an abstract, or abstracts, of title to the demised property, certified to date, showing title to said demised premises, and shall furnish such abstracts to Lessee for examination.

16. And in consideration of the covenants herein specified to be kept and performed by Lessee, said Lessee shall have and is hereby granted the exclusive right, option and privilege to purchase the said demised premises described herein for a purchase price of One Hundred Fifty Thousand Dollars (\$150,000.00), without interest thereon and payable at any time during the existence and life of this lease and Option Agreement. Each royalty payment as provided herein to be paid by Lessee to Lessor and any and all other payments made by Lessee to Lessor, including minimum installment royalty payments, shall be applied against and be a credit upon said purchase price.

17. Lessor shall forthwith place in escrow with the Southern Arizona Bank and Trust Company at Tucson, Arizona, a good and sufficient deed conveying all of lessor's right, title and interest in and to said demised premises to lessee free and clear of liens and encumbrances; said Deed shall be accompanied by an Escrow Agreement signed by the parties hereto instructing said Bank to deliver said Deed to lessee if and when certain terms and conditions therein stated have been kept and performed by lessee, including payment of the purchase price of One Hundred Fifty Thousand dollars (\$150,000.00), as aforesaid. If any payment herein specified to be made by lessee is not made as and within the time herein provided, said Bank shall, upon the request of lessor, return said Deed to lessor at 1000 East 17th Street, Tucson, Arizona.

18. Any notice or other instrument in writing herein authorized to be given or delivered to lessor, may be served upon lessor, or sent to lessor by registered mail, postage prepaid, addressed to lessor, at 1000 East 17th Street, Tucson, Arizona, or to such other address as lessor may from time to time designate in writing and any notice or other instrument authorized to be given or delivered to lessee, may be served upon lessee or sent to lessee by registered mail, postage prepaid, addressed to lessee at 818 Kearns Building, Salt Lake City, Utah, or at such other address as lessee may designate from time to time in writing.

19. The provisions hereof and all the promises, covenants and agreements of any of the parties hereto shall be binding upon the parties hereto, their respective successors, heirs, administrators, executors and assigns and this lease and Option Agreement shall be freely assignable by lessee or lessee's assignee without any consent being required from or by lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Lease and Option Agreement as of the day and year first above written:

LESSOR:

TOMBSTONE DEVELOPMENT COMPANY, an ARIZONA CORPORATION

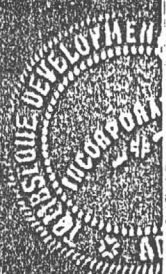
ATTEST:

Richard Dwyne
Secretary

By *Jack ...*
President

LESSEE:

Alex M. McDonald
ALEX M. McDONALD



STATE OF ARIZONA)
COUNTY OF Pima) SS

On this 5th day of May, 1949, before me Charity Ross, the undersigned Notary Public, personally appeared JACK B. MARTIN, known to me to be the person whose name is subscribed to the foregoing instrument as President of the corporation described in the foregoing instrument and as such President of said corporation, acknowledged to me that he executed the same for and on behalf of said corporation for the purposes and considerations therein expressed and as the duly authorized, free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Charity Ross
Notary Public

My Commission Expires:
August 12, 1952

STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On this 12th day of May, 1949, before me John H. Johnson, the undersigned Notary Public, personally appeared ALEX M. McDONALD, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



John H. Johnson
Notary Public

My Commission Expires:
2/7/50

Indexed	Recorded	Filed	Released

Fee \$8.15.

4707

STATE OF ARIZONA)
County of Cochise) ss
I hereby certify that the within instrument was filed and recorded in pursuance of

MARIS & POLLEY
BISEBEE, ARIZONA

JUN 5 1949 9:30 AM
in Book 100 Pages 345-356

Witness my hand and Official Seal the day and year aforesaid

P. W. Newbury,
Deputy Recorder
Cochise County, Arizona



26 DOK
345

LEASE AND OPTION AGREEMENT

THIS LEASE AND OPTION AGREEMENT, made and entered into as of the 1st day of May, 1949, by and between TOMBSTONE DEVELOPMENT COMPANY, an Arizona Corporation, with office at 1000 East 17th Street, Tucson, Arizona, hereinafter called "Lessor", and ALEX M. McDONALD, an individual residing in Salt Lake City, Utah, hereinafter called "Lessee",

WITNESSETH:

IN CONSIDERATION, of the sum of Ten Dollars (\$10.00) in hand paid by Lessee to Lessor, receipt whereof said Lessor does hereby acknowledge, and in consideration of the covenants and agreements of Lessee hereinafter set forth, and by the said Lessee to be kept and performed, said Lessor has demised, leased and let, and by these presents does demise, lease and let unto said Lessee all of the following townsite lots situate in the Tombstone Townsite, Cochise County, State of Arizona, and also all of the following described mining claims and mining properties, or fractions thereof, situate in the Tombstone Mining District, Cochise County, State of Arizona, (hereinafter referred to as "Demised Premises"), to-wit:

PATENTED MINING CLAIMS, patents and deeds for which are of record in the office of the County Recorder of Cochise County, Arizona, by name and book of record as follows:

<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>
Dry Hill	30, Deeds of Mines	385
Alta	7, Deeds of Mines	405
Bunker Hill	12, Deeds of Mines	11
Black Hawk	30, Deeds of Mines	411
Banner	15, Deeds of Mines	386
Blue Monday	15, Deeds of Mines	458
Boss	14, Deeds of Mines	594
C O D	15, Deeds of Mines	108
Content	15, Deeds of Mines	297
Contact	9, Deeds of Mines	536
Contention	3, Deeds of Mines	394
Cocopah	6, Deeds of Mines	440
Contentment	15, Deeds of Mines	300
Defense	14, Deeds of Mines	289
East Side	14, Deeds of Mines	272
East Side #2	14, Deeds of Mines	278

Made for ref. purpose of other lease & QCD given by TDC

M. H. [Signature]

Emerald South	30, Deeds of Mines	387
Emerald	8, Deeds of Mines	600
Empire	11, Deeds of Mines	76
Extacy	8, Deeds of Mines	87
Escondido	29, Deeds of Mines	298
Flora Morrison	8, Deeds of Mines	177
Flora Dora	29, Deeds of Mines	394
Fortuna	29, Deeds of Mines	304
Goodenough	14, Deeds of Mines	311
Grand Dipper	8, Deeds of Mines	606
Gilded Age	9, Deeds of Mines	34
Grand Central	5, Deeds of Mines	24
Hard Up	27, Deeds of Mines	278
Hidden Treasure	11, Deeds of Mines	556
Heral	15, Deeds of Mines	261
Hawkeys-Little Wonder	30, Deeds of Mines	146
Head Center-Yellow Jacket	29, Deeds of Mines	296
Last Chance No. 2	11, Deeds of Mines	553
Lucky Cuss	14, Deeds of Mines	295
Mammoth	12, Deeds of Mines	1
Mexican	9, Deeds of Mines	541
May Flower	15, Deeds of Mines	360
Moonlight	11, Deeds of Mines	543
McCann	29, Deeds of Mines	302
Naumkeag	9, Deeds of Mines	17
New Year	9, Deeds of Mines	260
North Point	12, Deeds of Mines	568
Ninety Nine	30, Deeds of Mines	168
Owl's Last Hoot	27, Deeds of Mines	297
Owl's Nest	14, Deeds of Mines	319
Oregon	29, Deeds of Mines	394
Protection	29, Deeds of Mines	409
Poor X	4, Deeds of Mines	3
Prompter	27, Deeds of Mines	273
Rattlesnake	12, Deeds of Mines	6
Revenue	11, Deeds of Mines	24
Silver Thread	11, Deeds of Mines	564
Silver Belt	15, Deeds of Mines	382
Survey	7, Deeds of Mines	334
Surveyor	14, Deeds of Mines	304
Shorty	8, Deeds of Mines	93
Sulphurette	5, Deeds of Mines	8
Silver Flume	9, Deeds of Mines	497
Sydney	27, Deeds of Mines	293
South Extension of The Grand Central	7, Deeds of Mines	100
First South Extension of the Toughnut Lode	5, Deeds of Mines	1
San Rafael	30, Deeds of Mines	168
Telephone	15, Deeds of Mines	103
Toughnut	14, Deeds of Mines	263
Tribute	14, Deeds of Mines	325
Tranquillity	3, Deeds of Mines	565
Verde	12, Deeds of Mines	265
Vizina	27, Deeds of Mines	299
Wedge	14, Deeds of Mines	258
Way Up	5, Deeds of Mines	396
West Side	14, Deeds of Mines	383
Buffalo	29, Deeds of Mines	335
Cornell	29, Deeds of Mines	335
Houghton	29, Deeds of Mines	335
Illinois	29, Deeds of Mines	335
Michigan	29, Deeds of Mines	335
Southern Belle	29, Deeds of Mines	335

Big Comit	29, Deeds of Mines	310
Little Comet	29, Deeds of Mines	310
Miners Dream	29, Deeds of Mines	310
Shoofly	29, Deeds of Mines	300
Antelope	29, Deeds of Mines	300
Standard	11, Deeds of Mines	547

North Extension of the Sulphurette, designated by U. S. Surveyor General as Lot No. 71, notice of location whereof is recorded in Book 1, Transcribed Records of Mines, Page 415.

UNPATENTED MINING CLAIMS, notices of location whereof are of record in the office of the County Recorder of Cochise County, Arizona, by name and book of record as follows:

Narrow Guage, amended location recorded in Book 50, Records of Mines, at page 206 thereof;

Silver Brick, amended location recorded in Book 50, Records of Mines, at page 216 thereof;

Horn Silver, amended location recorded in Book 50, Records of Mines, at page 219 thereof;

Erie, amended location recorded in Book 50, Records of Mines, at page 230 thereof.

TOWNSITE LOTS, according to the plat of the Townsite of Tombstone, Cochise County, Arizona, as follows:

Lots 1 to 10 inclusive, Block 5 1/2;
 Lots 1 and 2, in Block 8;
 Lots 1 to 7 inclusive, Block VIII.

including all tracks, buildings, structures, equipment, tools, machinery, piping and fixtures located upon or below the surface of said mining claims and properties and necessarily incident to mining and development of said mining claims, together with any and all right, title and interest of said Lessor in and to any and all veins, lodes or mineral deposits extending into or contained in said mining claims and mining properties; together with all mining dumps, rights-of-way, easements, water, water rights, tenements, hereditaments, privileges, appurtenances and appropriations of every kind and nature belonging to Lessor and located at or in the vicinity of said mining claims and properties or in anywise appertaining to said mining claims and properties, or either of them.

Subject to the following agreement, leases and quitclaim deeds,
 to-wit:

(a) That certain Lease Agreement dated September 2, 1947, by and between Tombstone Development Company and J. Dewey Chadwick, covering the Emerald and Silver Flume Mining Dumps, the term of which said Lease Agreement expires September 2, 1949;

(b) That certain Lease Agreement dated June 3, 1948, by and between Tombstone Development Company and Chas. F. Deiro, covering The East Side Mining Claim, the term of which said Lease Agreement expires June 3, 1949;

(c) That certain Lease Agreement dated February 10, 1948, by and between Tombstone Development Company and Jesus and Frank Molina, covering

the underground workings of the Little Joe Shaft, the term of which said Lease Agreement expires February 10, 1950;

(d) That certain Quitclaim Deed dated April 12, 1946, wherein Tombstone Development Company conveyed to Morgan Lewis Brett a certain portion of the surface of the Empire Lode Mining Claim, Lot No. 46, as in said Deed more particularly set forth;

(e) That certain Quitclaim Deed dated March 16, 1946, wherein Tombstone Development Company conveyed to Kruse and Florence B. Davis a certain portion of the surface of the Empire Lode Mining Claim, Lot No. 46, as in said Deed more particularly set forth;

(f) That certain Agreement dated May 27, 1947, by and between Operations, Inc., a Delaware corporation, as Party of the First Part, and Tombstone Development Company, an Arizona Corporation, Party of the Second Part, covering the purchase of certain surface and subsurface right in and to the Houghton Mining Claim and providing for a gas pipe line easement and other matters all as in said Agreement set forth. Said agreement calls for the payment by said Operations, Inc. to Lessor of the sum of \$100.00 monthly. Lessor shall have and retain as its own these monthly payments until such time as Lessee has made the minimum installment royalty payment of \$25,000.00, hereinafter provided to be made by Lessee on or before August 1, 1950. After Lessee has made said payment, said monthly payments made by Operations, Inc. shall go to and be retained by Lessee; and

(g) All easements of record; easement about to be granted to the City of Tombstone for the maintenance of a pipe line and reservoir; established and/or existing roads and highways; and all conveyances of surface rights heretofore executed.

TO HAVE AND TO HOLD, unto the said Lessee, his heirs, administrator, executor and assigns, for the term of three (3) years and three (3) months, beginning with the date hereof (May 1, 1949) and expiring at noon on the 1st day of August, 1952, unless sooner forfeited or terminated as hereinafter provided.

AND IN CONSIDERATION of such demise and of said royalties, covenants and agreements to be paid, kept and performed by Lessee, it is hereby mutually covenanted and agreed by the parties hereto, and each of them, as follows, to-wit:

1. That forthwith Lessee shall have and is hereby granted by Lessor the right and privilege of entering into and upon the demised premises and to drill and excavate thereon and therein holes, pits, tunnels, shafts and other ex-

cavations and to conduct therein and elsewhere such surveys, explorations, investigations, sampling, metallurgical work and other work, similar as well as discimilar, as Lessee in his sole judgment and discretion may desire, for the purpose of ascertaining, to the extent that Lessee in his sole judgment and discretion may wish to know, any and all facts relative to the geology of and ores in, upon and under said demised premises and the mining, milling and marketing thereof. All such work shall be conducted by Lessee as he in his sole judgment and discretion deems best, and in a good and minerlike fashion. All such work, including services rendered in connection therewith by engineers, geologists, superintendents, foremen and other officers, agents, servants, employees and contractors of Lessee, is hereinafter referred to as "Exploration Work".

2. That Lessee shall also have exclusive and sole possession and control of the demised premises during and throughout the life of this Lease and Option Agreement for any and all mining and milling uses and purposes, including, also, exploration work, development work, mining and the preparation and marketing of ores, or concentrates thereof, all of which work shall be done in a manner necessary to good and economical mining. As a minimum work requirement, Lessee agrees to perform work in or on the demised premises on the basis of an average of fifty (50) eight (8) hour regular shifts per calendar month, or its equivalent. During the life of this Lease and Option, commencing with the assessment year 1949-1950, Lessee agrees to do all things and to comply with all laws necessary in order to keep the unpatented claims covered by this Lease and Option in good standing.

3. Lessee agrees to allow said Lessor, or its agent, duly authorized in writing, to have, at all reasonable times, access to all parts of said demised premises for the purpose of inspecting, surveying or sampling the same.

4. Lessee agrees to post on or before May 1, 1949, and thereafter during the life of this Lease and Option Agreement to continuously maintain, in accordance with the laws of Arizona, notices to all employees and other persons informing them of the fact that said demised premises are being operated by said Lessee, and that Lessor is not in any manner responsible for the wages of any person employed by Lessee upon the demised premises or for any work, supplies or materials furnished to said Lessee, or his agents or assigns, or for any labor, supplies or materials furnished upon or employed in or about the demised premises by said Lessee or his assigns.

5. All ores mined by Lessee from the demised premises and any concen-

trates thereof shall be shipped to and treated by a mill or smelter designated by Lessee pursuant to a contract or schedule for disposal thereof at the best prices and upon the most favorable terms obtainable consistent with the exercise of reasonable diligence; and in the event that Lessor can at any time obtain a bona fide offer from any other responsible milling or smelting company upon more favorable terms, said ores or concentrates shall, upon demand of said Lessor, be shipped and sold to such other company. On any ore or concentrates disposed of as herein contemplated, Lessee agrees to pay to the Southern Arizona Bank and Trust Company, at Tucson, Arizona, to Lessor's account, the following: On any ores or concentrates disposed of by Lessee from the demised premises a percentage royalty of the net smelter return per dry ton as set forth in the following percentage royalty schedule:

PERCENTAGE ROYALTY SCHEDULE

<u>Net Smelter Return Per Dry Ton</u>	<u>Royalty Percentage of Net Smelter Return per Dry Ton</u>
Fifty Dollars (\$50.00) or less	Seven and One-half Per cent (7-1/2%)
Over Fifty Dollars (>\$50.00)	Ten Per cent (10%),

or in lieu of percentage royalty payments on ores or concentrates, the minimum installment royalty payments as set forth in such schedule below, whichever amount is the greater,

SCHEDULE OF MINIMUM INSTALLMENT ROYALTY PAYMENTS

On or before August 1, 1949	\$ 6,000
On or before August 1, 1950	\$25,000
On or before August 1, 1951	\$59,500
On or before August 1, 1952	\$59,500

Provided, however, that the above percentage royalties payable on net smelter returns from ores or concentrates, as above set forth, shall, in the case of each mining claim hereby demised, be calculated and paid in direct proportion to Lessor's actual fractional ownership in each said mining claim demised.

"NET SMELTER RETURN", wherever used herein is hereby defined and shall for all purposes be construed as the amount remaining after deducting from the value per dry ton of ore or concentrates as determined pursuant to the contract or schedule with the smelter or mill treating said ore or concentrates, all smelter and mill treatment charges, sampling, assaying and railroad charges and truck or other haulage charges.

Lessee agrees to pay the above percentage royalty payments on or before the fifteenth day of the month next following the receipt by Lessee of payment from the smelter or mill for ores or concentrates bought or purchased, and to accompany such payments with a statement of the amount of royalty due on each lot shipped and a duplicate smelter or mill treatment sheet on each such

lot and shall furnish to Lessor, or its designated agent, a copy of such royalty statement and a duplicate smelter or mill settlement sheet.

Any and all payments herein specified to be made by the Lessee to Lessor's account, including any and all percentage royalty payments, shall be made by depositing the amount thereof to the credit of Lessor at the Southern Arizona Bank and Trust Company, at Tucson, Arizona, all of which payments and amounts shall be a credit upon the purchase price of said property. It is expressly understood and agreed that Lessee shall be in no manner responsible for any disposition of monies so deposited.

6. Lessee agrees to pay all taxes levied and assessed upon the demised premises, or any part thereof, including taxes measured on production, and also including taxes levied and assessed on improvements placed on said demised premises by Lessee, during the life and existence of this Lease and Option Agreement or any extension thereof, commencing with the taxes for the year 1950, and to make payment thereof as required by the statutes of Arizona so that no default in taxes upon the demised premises shall occur, and to deliver to Lessor the original or duplicate tax receipts for payments made; but said Lessee shall not be liable in any way for any other tax, excise, levy, or assessment of or against said Lessor.

7. Lessee agrees to assume all responsibility for personal injuries to or the death of any person upon or within the demised premises or on any adjacent premises used as ingress to or exit from the demised premises, occasioned by the negligence or actionable fault of the Lessee, his agents or employees, and to indemnify and save the Lessor harmless from any and all claims or judgments for such damage, injury or death. Lessee agrees to carry such insurance covering all persons working on or in said demised premises for Lessee as will fully comply with the provisions of the statutes of the State of Arizona governing Workmen's Compensation and Occupational Disease, as they are now in force or as they may hereafter be changed or amended. Further, Lessee agrees to comply with all the terms and provisions of all the laws of the State of Arizona and of the United States of America, as now existing or hereafter amended, pertaining to Social Security, Unemployment Compensation, wages, hours, conditions of labor, and to indemnify and hold the Lessor harmless from the payment of any and all damages, costs or expenses incurred by reason of Lessee's

operation of said demised premises during and throughout the term and existence of this Lease and Option Agreement.

8. Lessee may at any time during the currency of this Lease and Option Agreement install upon or remove from said demised premises any tools, machinery, equipment or facilities owned or furnished by him. It is mutually understood and agreed that if, by forfeiture or otherwise, the rights of Lessee hereunder are terminated and Lessee quits possession of said mining claims and mining properties hereby demised, Lessee, or his agents, may remove any tools, machinery, equipment and supplies theretofore by him placed upon said demised premises, or any of them; said removal to be at Lessee's own cost and expense and may be accomplished within one hundred twenty (120) days following surrender of possession of said demised premises, except that in such event all installed timbers, tracks, piping, wiring and surface buildings shall thereupon be and become the property of Lessor. Further, Lessee agrees to surrender possession of and deliver up said demised premises to Lessor without demand or notice at the expiration of the term hereof or at any time previous upon forfeiture of this Lease and Option Agreement by the terms hereof. Lessee also agrees to save and protect Lessor and the demised premises harmless from any and all liens or lien claims on account of labor done upon or material furnished to such demised premises at the instance of the Lessee.

9. It is further understood and agreed that if, during the life of this Lease and Option Agreement, the Lessor shall acquire in any manner or has acquired any mining ground or interest in mining ground located within a radius of ten (10) miles from the outside boundaries of the demised premises located in the Tombstone Mining District, Cochise County, State of Arizona, which is not included in the description of the demised premises herein, such mining ground or interest therein acquired by said Lessor or owned by Lessor, shall be included in and made a part of the property or demised premises herein leased and optioned, precisely as if expressly designated and included herein as a part of the property herein leased and optioned and without further consideration than is payable pursuant to the express terms hereof. Lessor shall execute and deliver, or cause to be executed and delivered, such instruments as may be necessary in order to vest in Lessee any and every right to possess, lease, operate and obtain title to such mining ground or interest in mining

ground hereafter acquired or owned by Lessor, as aforesaid, in the same manner as if said mining ground or interest therein had been expressly included and described herein and without further consideration than that payable as herein provided for the mining claims and mining property herein described.

10. It is expressly agreed that Lessee may at any time hereafter terminate this Lease and Option Agreement and be freed from any and every obligation and liability hereunder, or in any manner arising out of any term, covenant or condition hereof, excepting only those obligations which, by the express provisions hereof, have then accrued and become fixed and unconditional, to-wit: (a) Lessee's obligation to pay percentage royalty on ore or concentrates theretofore shipped to a mill, reduction plant or smelter and (b) Lessee's obligation to keep said property free from any liens or encumbrances occasioned by Lessee's act or default.

Said termination by Lessee in this paragraph contemplated, may be effected by written notice served upon Lessor setting forth the intention of Lessee to discontinue performance hereunder; said written notice to be signed by or on behalf of Lessee and to be enclosed in a sealed envelope addressed to said Lessor at 1000 East 17th Street, Tucson, Arizona, and deposited in a United States Post Office, postage prepaid.

11. For any breach of any covenant or agreement herein specified to be kept and performed by Lessee, Lessor may, following sixty (60) days' written notice, terminate this Lease and Option Agreement by delivering to Lessee at 818 Kearns Building, Salt Lake City, Utah, a written notice of its intention to terminate the same, which written notice shall set forth the breach of covenant or agreement being complained of; provided, however, that if Lessee is thus in default as claimed by Lessor, it is agreed that Lessee may, within sixty (60) days following the receipt of such notice, avoid said termination and cure said default by performing the covenant or agreement breached. If such default has not been thus cured within said sixty-day period, said termination shall thereupon become effective, and all Lessee's rights hereunder shall be forfeited, except only the right of Lessee, or his assigns, to remove his property and equipment from said demised premises as hereinabove provided.

12. It is further agreed that upon termination of Lessee's rights hereunder by forfeiture or otherwise, all money theretofore paid to Lessor

shall be by it kept and retained as liquidated damages for any and every breach hereof by Lessee.

13. Lessor agrees at any time hereafter, upon written request of Lessee, to enter into a vertical sideline agreement with the owner, or owners, of any adjoining mining claims and properties; said sideline agreement shall restrict the rights and property of each party to said agreement to the property, minerals and ores lying beneath the surface of said owners' respective claims bounded by vertical planes projected through the common surface boundaries of said claims, thus eliminating any extralateral rights as between said parties.

14. Lessee agrees to keep books and accounts covering Lessee's operations hereunder and particularly the mining and milling of ores and the selling of ores or concentrates, and shall permit Lessor, through its duly accredited agents at all reasonable hours, to examine said books and accounts bearing on royalties due said Lessor. Lessee shall keep up-to-date maps showing any new workings in the demised premises, which maps may be inspected by Lessor at any reasonable time. In the event this Lease and Option Agreement is terminated, by forfeiture or otherwise, prior to August 1, 1952, Lessee agrees to furnish to Lessor within ninety (90) days after receipt by Lessee of Lessor's written request therefor, a copy of maps showing the location of drill holes, assays of cuttings from drill holes, drill log data and a copy of maps showing any new underground workings excavated by Lessee hereunder.

15. Lessor shall, at its cost and expense, have prepared an abstract, or abstracts, of title to the demised property, certified to date, showing title to said demised premises, and shall furnish such abstracts to Lessee for examination.

16. And in consideration of the covenants herein specified to be kept and performed by Lessee, said Lessee shall have and is hereby granted the exclusive right, option and privilege to purchase the said demised premises described herein for a purchase price of One Hundred Fifty Thousand Dollars (\$150,000.00), without interest thereon and payable at any time during the existence and life of this Lease and Option Agreement. Each royalty payment as provided herein to be paid by Lessee to Lessor and any and all other payments made by Lessee to Lessor, including minimum installment royalty payments, shall be applied against and be a credit upon said purchase price.

17. Lessor shall forthwith place in escrow with the Southern Arizona Bank and Trust Company at Tucson, Arizona, a good and sufficient Deed conveying all of Lessor's right, title and interest in and to said demised premises to Lessee free and clear of liens and encumbrances; said Deed shall be accompanied by an Escrow Agreement signed by the parties hereto instructing said Bank to deliver said Deed to Lessee if and when certain terms and conditions therein stated have been kept and performed by Lessee, including payment of the purchase price of One Hundred Fifty Thousand Dollars (\$150,000.00), as aforesaid. If any payment herein specified to be made by Lessee is not made as and within the time herein provided, said Bank shall, upon the request of Lessor, return said Deed to Lessor at 1000 East 17th Street, Tucson, Arizona.

18. Any notice or other instrument in writing herein authorized to be given or delivered to Lessor, may be served upon Lessor, or sent to Lessor by registered mail, postage prepaid, addressed to Lessor, at 1000 East 17th Street, Tucson, Arizona, or to such other address as Lessor may from time to time designate in writing and any notice or other instrument authorized to be given or delivered to Lessee, may be served upon Lessee or sent to Lessee by registered mail, postage prepaid, addressed to Lessee at 818 Kearns Building, Salt Lake City, Utah, or at such other address as Lessee may designate from time to time in writing.

19. The provisions hereof and all the promises, covenants and agreements of any of the parties hereto shall be binding upon the parties hereto, their respective successors, heirs, administrators, executors and assigns and this Lease and Option Agreement shall be freely assignable by Lessee or Lessee's assignee without any consent being required from or by Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Lease and Option Agreement as of the day and year first above written.

LESSOR:

TOMBSTONE DEVELOPMENT COMPANY, an
Arizona Corporation

ATTEST:

Harold Dwyne
Secretary

By Jack Martin
Its President

LESSEE:

Alex M. McDonald
ALEX M. McDONALD



STATE OF ARIZONA)
COUNTY OF Pima) SS

On this 5th day of May, 1949, before me Charity Ross, the undersigned Notary Public, personally appeared JACK B. MARTIN, known to me to be the person whose name is subscribed to the foregoing instrument as President of the corporation described in the foregoing instrument and as such President of said corporation, acknowledged to me that he executed the same for and on behalf of said corporation for the purposes and considerations therein expressed and as the duly authorized, free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Charity Ross
Notary Public

My Commission Expires:

August 12, 1952



STATE OF UTAH)
COUNTY OF SALT LAKE) SS

On this 12th day of May, 1949, before me John Robinson, the undersigned Notary Public, personally appeared ALAN M. McDONALD, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

John Robinson
Notary Public

My Commission Expires:

3/7/50



STATE OF ARIZONA,)
County of Cochise,)
I hereby certify that the within instrument
was filed and recorded at request of
MARIC & POLLEY
BISEB, ARIZONA

Indexed	Corrected	Correct	Blurred

File # 8.15.

4207

JUN 6 1949 9 30 AM
in Book 345-356
on Page DOCKET 22
Witness my hand and Official Seal the day
and year aforesaid.

By P. W. Newbury,
County Recorder



DOCKET
Bk 46 A 495

Book 46 dkt
Pg 495

Quit-Claim Deed

495

THIS INDENTURE, Made the 22nd day of May, in the year of our Lord, One Thousand Nine Hundred and Fifty between The Tombstone Development Company, an Arizona Corporation, the party of the first part and Morgan Lewis Dratt

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Five Hundred and No/100 DOLLARS to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released and quit-claimed, and by these presents do convey, remise, release and quit-claim unto the said party of the second part, and to his heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described real estate and property situated in the County of Cochise and

State of Arizona, to-wit: A portion of the surface to a depth of 40 feet, of the Empire Lode, Lot 46, and of Hawk Eye - Little Wonder lode mining claim, Mineral Survey No 3216 (both patented mining claims), situated in the Tombstone Mining District, Cochise County, Arizona, more particularly described as follows: Beginning at the southwest corner of this parcel, whence cor. No 6 of the Empire lode, Lot No 46 bears S. 14 Deg. 21' W., 572.64 ft.; thence N. 23 Deg. 30' E., 192.0 ft. to the northwest corner of this parcel; thence S. 66 Deg. 30' E., 156.0 ft. to the northeast corner of this parcel; thence S. 23 Deg. 30' W., 192.0 ft to the southeast corner of this parcel; thence N. 66 Deg. 30' W., 156.0 ft to the place of beginning. Excepting that parcel previously deeded to Col. Dratt which is enclosed by the above parcel.

EXCEPTING AND RESERVING unto said Tombstone Development Co., its successors and assigns, all mines, minerals and mineral rights under the hereinbefore described premises and the right of extracting and mining the same beneath the surface of said premises, said mining operations to be conducted with ~~xxx~~ due regard to the owners of the surface rights of said premises. TO HAVE AND TO HOLD the same together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, in possession or expectancy to the only proper use, benefit and behoof of the said party of the second party his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed and Delivered in the presence of
Bessie Davis
Morgan Lewis Dratt
Tombstone Development Company (SEAL)
James Smith (SEAL) President
Mae Olynes (SEAL) Secretary

40 EAST PENNINGTON ACRES TUCSON, ARIZONA HOWARD B. STOFFT TELEPHONE 61
Item 34 Book 46 dkt Page 495

OUT SIDE OF TDC
→ COVERS GREEN ON MAP (PART)

Book 1
BK III A1

THIS AGREEMENT dated this 13TH day of NOVEMBER, 1954
by and between TOMBSTONE DEVELOPMENT COMPANY, an Arizona corpora-
tion (hereinafter referred to as "Development Company") and THE
CITY OF TOMBSTONE of the STATE OF ARIZONA (hereinafter referred
to as "the City")

W I T N E S S E T H

In connection with exploration work now being carried
on by Development Company in its mining properties located in and
adjacent to the City, Development Company may decide to initiate
a major pumping program for the purpose of lowering the water
level in said properties. In that event, the parties hereto re-
cognize that such program may cause the City's water well (located
near the old City powerhouse) to be depleted, wholly or partially.

The parties hereto have heretofore negotiated but have
not yet signed an agreement pursuant to which the City will, sub-
ject to certain conditions, confirm the right of Development Com-
pany to purchase electric power and natural gas from third parties
for certain uses related to the Company's mining and milling op-
erations. Development Company is willing, as further considera-
tion and inducement to the City to sign said power agreement, to
undertake to furnish the City a quantity of water equal in quality
and substantially equal in quantity to the water of which the City
is deprived by reason of the said pumping program.

NOW, THEREFORE, the parties hereto agree as follows:

1. in the event Development Company decides to initiate
a pumping program for the purpose of lowering the water level in
its mining properties, Development Company shall anticipate de-
pletion of the City well, and shall, subject to the following
limitations, be prepared to furnish the City from the mine or
other source, a quantity of water equal to that portion of 720,000
gallons per day which is not available for withdrawal by the City
from the said City well. Water so furnished shall be chlorinated,
if necessary, by Development Company, at its own cost and expense,
so that the bacterial count per cc of water furnished shall not

Book III docketed
pg 1

exceed that of the water now being pumped from the City Well. The character of the water now being pumped from the City well and that of the mine water are agreed as being determined by analyses #109715 and #109716 made by Arizona Testing Laboratories on July 7, 1954 (copies of which analyses are appended hereto as "Exhibit A"). All water so furnished by Development Company shall be piped by it and delivered to the City at the site of the said City Well, or to such intermediate point between the said City well and the mine pump shaft as may be mutually agreed by the parties hereto.

2. In the event Development Company shall terminate or suspend its mining operations, its obligations as hereinabove described in paragraph 1, shall continue until the said City well is again capable of supplying the City 720,000 gallons per day for any consecutive 30 day period, provided that in any event, however, two years from the date Development Company shall cease large-scale pumping operations and allow the mine to fill, all obligations of said Development Company hereunder shall cease and terminate.

3. The City accepts the foregoing commitments of Development Company as further consideration and inducement to enter into the certain power agreement hereinabove noted, and agrees to execute and deliver the said agreement forthwith.

IN WITNESS WHEREOF, Development Company has executed this agreement by its officers thereunto duly authorized, and the City of Tombstone, acting through and by order of its Common Council, has caused this agreement to be signed by its Mayor, attested by its Clerk, and the corporate seal of the City to be im-

pressed hereon, as of the day and year first above mentioned.

[Signature]
City Clerk


TOMBSTONE DEVELOPMENT COMPANY
[Signature]
President

THE CITY OF TOMBSTONE
By *[Signature]*
Mayor

Signature Witnessed Nov 11 1954
My Commission Expires Nov. 4, 1955

ARIZONA TESTING LABORATORIES

PHONE ALpine 3-6272 817 WEST MADISON P. O. BOX 1888 PHOENIX

For: Newmont Exploration Company
Post Office Box 326
Tombstone, Arizona

Date: July 7, 1954

Lab. No.: #109715

Sample: Water

Marked: Tombstone City Well

Received:

Submitted by: Same

Report of Laboratory Tests

	Parts/Million
Total Soluble Salts (TSS)	447.0
Silica (SiO ₂)	24.8
Iron Oxide Alumina (Al ₂ O ₃ & Fe ₂ O ₃)	0.4
Fluorides (F)	2.2
Calcium (Ca)	44.0
Magnesium (Mg)	8.0
Alkalies (Calculated as Sodium)	67.0
Chlorides (Cl)	56.0
Sulphates (SO ₄)	35.0
Carbonates (CO ₃)	0.0
Bicarbonates (HCO ₃)	210.0
Phenolphthalein Alkalinity (CaCO ₃)	0.0
Methyl Orange "	172.0
Calcium Hardness	110.0
Magnesium Hardness	33.0
Total Hardness	143.0

pH 7.3

Showed a bacterial count of 10 per cc.

There were not gas forming organisms found in any tube after either 24 or 48 hours incubation.

Respectfully submitted,

ARIZONA TESTING LABORATORIES

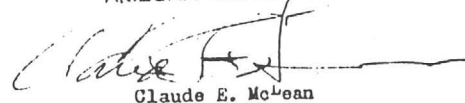

Claude E. McLean

EXHIBIT "A"¹