

Attachments 1 thru 4

Attachment 1 - Access and Affected Claim Documents - Tererro Project

Claim Name	Claim Owner	Claimant Address
A1	Andrea Rector	3715 Otra Vez CT NW, Albuquerque, NM 87107
A2	Andrea Rector	3715 Otra Vez CT NW, Albuquerque, NM 87107
A7	Andrea Rector	3715 Otra Vez CT NW, Albuquerque, NM 87107
JH-40	Comexico LLC	242 Linden St, Fort Collins CO 80524
JH-50	Comexico LLC	242 Linden St, Fort Collins CO 80524
JH-58	Comexico LLC	242 Linden St, Fort Collins CO 80524
JH-59	Comexico LLC	242 Linden St, Fort Collins CO 80524
JH-60	Comexico LLC	242 Linden St, Fort Collins CO 80524
JH-103	Comexico LLC	242 Linden St, Fort Collins CO 80524
W1	Wayne LaBeau	8209 Krim Dr NE, Albuquerque, NM 87109
W2	Wayne LaBeau	8209 Krim Dr NE, Albuquerque, NM 87109
W3	Wayne LaBeau	8209 Krim Dr NE, Albuquerque, NM 87109

After Recording, Please Return to:
Brewer Exploration and Geological Services, Inc.
26 Hay Hook Dr.
Salmon, Idaho 83467



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MINING CLAIM
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of April, 2019 at 09:50:09 AM
And Was Duly Recorded as Instrument # 1883400
Of The Records Of Santa Fe County

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

NMMC 201329

CERTIFICATE OF LOCATION - New Mexico Lode Mining Claim

NOTICE IS HEREBY GIVEN, That Andrea Rector., locator and claimant, has located and claimed under the provisions of the laws of the United States and the State of New Mexico a lode Mining Claim. The undersigned as agent of the locator/claimant hereby certifies and declares as follows, to wit:

Name and current address of the locator is: **Andrea Rector, 3715 Otra Vez CT. NW., Albuquerque, NM 87107-2475**

The date of location and the date of posting this notice of location is: April 8, 2019 at 12:30 clock AM/PM

The name of this claim is **A1** lode mining claim and is situated in the Santa Fe Mining District, County of Santa Fe, State of New Mexico, and covers the area particularly described as follows, to-wit:

Commencing at this monument, which is the Southwest corner of the claim, said monument being corner No. 1, upon which this notice is posted;

thence in a N10°E direction 600 feet to corner monument No. 2; the Northwest corner of the claim;

thence in a S80°E direction 1,500 feet to corner monument No. 3, the Northeast corner of the claim;

thence in a S10°W direction 600 feet to corner monument No. 4, the Southeast corner of the claim;

thence in a N80°W direction 1,500 feet to corner No. 1, the place of beginning.

The said corner monument No. 1 upon which this notice is posted, is situated about 1,400 feet in a S10°W direction and 4,330 feet in a N80°W direction from the Northeast Corner of Section 1, Township 17 North, Range 11 East, New Mexico Principle Meridian.

Claim is located in the NW ¼ Sec. 1, T 17 N, R 11 E, New Mexico Principle Meridian.

The corner monuments Nos. 1, 2, 3, and 4 aforesaid are marked with the name of the claim and the corner which each said monument represents, and the direction of the boundary lines extending there from, and all of said monuments are at least 1.5 inches by 1.5 inches square and at least 4 feet in length.

Claimant/Locator Name and Address:

Andrea Rector
3715 Otra Vez CT. NW.,
Albuquerque, NM 87107-2475
STATE OF New Mexico

By: Dave Heatt
Brewer Exploration and Geological Services Inc. (agent)
PO Box 305, Salmon, Idaho 83467

) ss.
County of Santa Fe

I, Patrick Siglin, do solemnly swear that I am a citizen of the United States of America and that I am acquainted with the mining ground described in this notice of location and herewith called the **A1** lode mining claim; that the ground and claim therein described, or any part thereof, has not to the best of my knowledge and belief been previously located according to the laws of the United States and of this State, or if so located, that the same has been abandoned or forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws.

SIGNATURE: [Signature]

Subscribed and sworn to before me this 9 day of April, 2019

BLM, NMSO
SANTA FE
RECEIVED

Notary Public or County Recorder
(my commission expires 4/21/19)

APR 17 2019

PAID

RECEIPT # _____



After Recording, Please Return to:
Brewer Exploration and Geological Services, Inc.
26 Hay Hook Dr.
Salmon, Idaho 83467

COUNTY OF SANTA FE) MINING CLAIM
STATE OF NEW MEXICO) ss PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of April, 2019 at 09:50:10 AM
And Was Duly Recorded as Instrument # 1883401
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

NMMC 201330

CERTIFICATE OF LOCATION - New Mexico Lode Mining Claim

NOTICE IS HEREBY GIVEN, That Andrea Rector, locator and claimant, has located and claimed under the provisions of the laws of the United States and the State of New Mexico a lode Mining Claim. The undersigned as agent of the locator/claimant hereby certifies and declares as follows, to wit:

Name and current address of the locator is: **Andrea Rector, 3715 Otra Vez CT. NW., Albuquerque, NM 87107-2475**
The date of location and the date of posting this notice of location is: April 8, 2019 at 11:15 o'clock AM/PM

The name of this claim is **A2** lode mining claim and is situated in the Santa Fe Mining District, County of Santa Fe, State of New Mexico, and covers the area particularly described as follows, to-wit:

Commencing at this monument, which is the Southeast corner of the claim, said monument being corner No. 1, upon which this notice is posted;

thence in a N80°W direction 1,500 feet to corner monument No. 2; the Southwest corner of the claim;
thence in a N10°E direction 600 feet to corner monument No. 3, the Northwest corner of the claim;
thence in a S80°E direction 1,500 feet to corner monument No. 4, the Northeast corner of the claim;
thence in a S10°W direction 600 feet to corner No. 1, the place of beginning.

The said corner monument No. 1 upon which this notice is posted, is situated about 1,400 feet in a S10°W direction and 1,330 feet in a N80°W direction from the Northeast Corner of Section 1, Township 17 North, Range 11 East, New Mexico Principle Meridian.

Claim is located in the NE ¼ & NW ¼ Sec. 1, T 17 N, R 11 E, New Mexico Principle Meridian.

The corner monuments Nos. 1, 2, 3, and 4 aforesaid are marked with the name of the claim and the corner which each said monument represents, and the direction of the boundary lines extending there from, and all of said monuments are at least 1.5 inches by 1.5 inches square and at least 4 feet in length.

Claimant/Locator Name and Address:

Andrea Rector
3715 Otra Vez CT. NW.,
Albuquerque, NM 87107-2475
STATE OF New Mexico)

By: Dave Hiatt
Brewer Exploration and Geological Services Inc. (agent)
PO Box 305, Salmon, Idaho 83467

) ss.
County of Santa Fe)

I, Andrea Rector, do solemnly swear that I am a citizen of the United States of America and that I am acquainted with the mining ground described in this notice of location and herewith called the **A2** lode mining claim; that the ground and claim therein described, or any part thereof, has not to the best of my knowledge and belief been previously located according to the laws of the United States and of this State, or if so located, that the same has been abandoned or forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws.

SIGNATURE: [Signature]

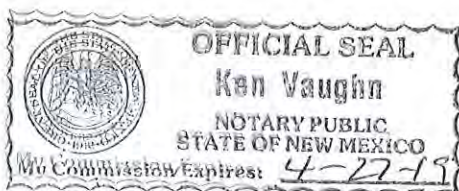
Subscribed and sworn to before me this 9 day of April, 2019

[Signature]
Notary Public or County Recorder
(my commission expires 4/27/19)

BLM, NMSO
SANTA FE
RECEIVED

APR 17 2019

RECEIPT # PAID



After Recording, Please Return to:
Brewer Exploration and Geological Services, Inc.
26 Hay Hook Dr.
Salmon, Idaho 83467



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MINING CLAIM
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of April, 2019 at 09:50:15 AM
And Was Duly Recorded as Instrument # 1883406
Of The Records Of Santa Fe County

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM

NMMC 201335

CERTIFICATE OF LOCATION - New Mexico Lode Mining Claim

NOTICE IS HEREBY GIVEN, That Andrea Rector, locator and claimant, has located and claimed under the provisions of the laws of the United States and the State of New Mexico a lode Mining Claim. The undersigned as agent of the locator/claimant hereby certifies and declares as follows, to wit:

Name and current address of the locator is: **Andrea Rector, 3715 Otra Vez CT. NW., Albuquerque, NM 87107-2475**
The date of location and the date of posting this notice of location is: April 8, 2019 at 11:00 o'clock AM/PM

The name of this claim is **A7** lode mining claim and is situated in the Santa Fe Mining District, County of Santa Fe, State of New Mexico, and covers the area particularly described as follows, to-wit:

Commencing at this monument, which is the Southeast corner of the claim, said monument being corner No. 1, upon which this notice is posted;

thence in a N80°W direction 600 feet to corner monument No. 2; the Southwest corner of the claim;
thence in a N10°E direction 1,500 feet to corner monument No. 3, the Northwest corner of the claim;
thence in a S80°E direction 600 feet to corner monument No. 4, the Northeast corner of the claim;
thence in a S10°W direction 1,500 feet to corner No. 1, the place of beginning.

The said corner monument No. 1 upon which this notice is posted, is situated about 4,100 feet in a S10°W direction and 1,500 feet in a N80°W direction from the Northeast Corner of Section 1, Township 17 North, Range 11 East, New Mexico Principle Meridian.

Claim is located in the NE ¼ & SE ¼ & SW ¼ & NW ¼, Sec. 1, T 17 N, R 11 E, New Mexico Principle Meridian.

The corner monuments Nos. 1, 2, 3, and 4 aforesaid are marked with the name of the claim and the corner which each said monument represents, and the direction of the boundary lines extending there from, and all of said monuments are at least 1.5 inches by 1.5 inches square and at least 4 feet in length.

Claimant/Locator Name and Address:

Andrea Rector
3715 Otra Vez CT. NW.
Albuquerque, NM 87107-2475

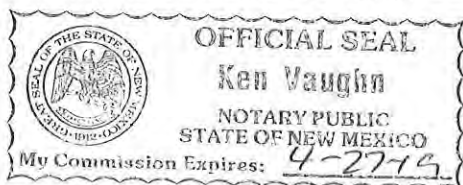
By: Dave Hiatt
Brewer Exploration and Geological Services Inc. (agent)
PO Box 305, Salmon, Idaho 83467

STATE OF New Mexico)
County of Santa Fe) ss.

I, Patrick Sydon, do solemnly swear that I am a citizen of the United States of America and that I am acquainted with the mining ground described in this notice of location and herewith called the **A7** lode mining claim; that the ground and claim therein described, or any part thereof, has not to the best of my knowledge and belief been previously located according to the laws of the United States and of this State, or if so located, that the same has been abandoned or forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws.

SIGNATURE: [Signature]

Subscribed and sworn to before me this 9 day of April, 2019



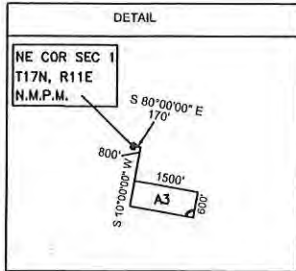
Notary Public or County Recorder
(my commission expires 4/27/19)

BLM, NMSO
SANTA FE
RECEIVED

APR 17 2019

RECEIPT # PAID

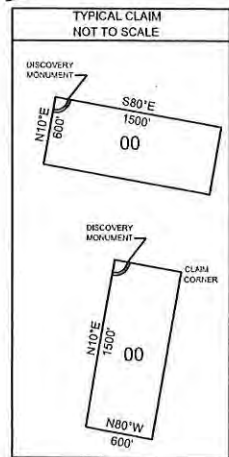
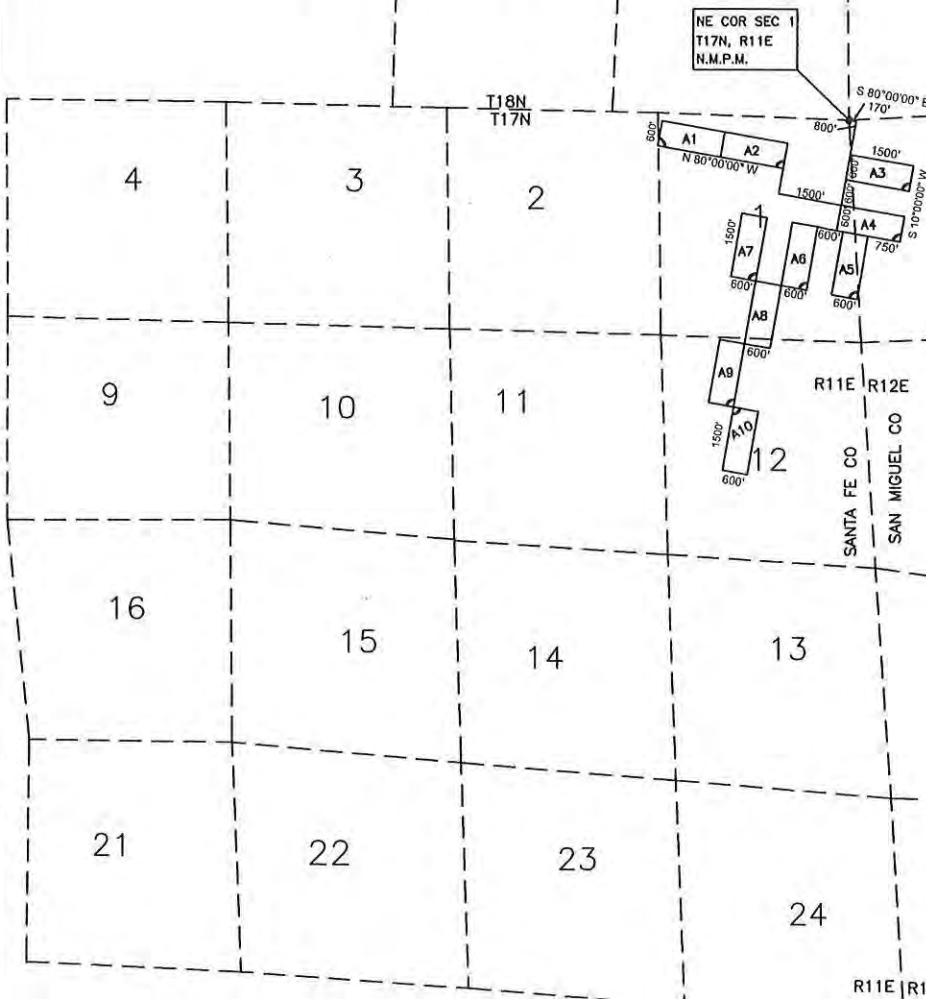
*Part of
T 17 N, R 11 & 12 E, N. M. P. M.
Santa Fe & San Miguel County, New Mexico.*



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SANTA FE
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APR 17 2019

RECEIPT # 28 PAID



"A" - CLAIM MAP

T 17 N, R 11 & 12 E,
N.M.P.M.

ANDREA RECTOR
3715 OTRA VEZ CT NW
ALBUQUERQUE, NM 87107-2475

JOB NO.:	18001	SHEET
DATE:	04-07-18	1
BATH. BY:	TT	OF
CHECK BY:	SB	1
AMOUNT:	\$1.2	

RECEIPT # _____

RECEIPT # []

After Recording, Please Return to:
Brewer Exploration and Geological Services, Inc.
26 Hay Hook Dr.
Salmon, Idaho 83467

County of San Miguel
State of New Mexico

MINING CLAIMS
Pages: 1

I Hereby Certify that this Instrument was filed
for record 05/07/2019 02:42:38 PM and was
duly recorded as Instrument No. 201901410 of the
Records of San Miguel County, NM.

Witness My Hand and Seal Of Office
Geraldine E. Gutierrez

Deputy [Signature]
County Clerk, San Miguel, NM

NMMC 201389



CERTIFICATE OF LOCATION – New Mexico Lode Mining Claim

NOTICE IS HEREBY GIVEN, That Comexico LLC., locator and claimant, has located and claimed under the provisions of the laws of the United States and the State of New Mexico a lode Mining Claim. The undersigned as agent of the locator/claimant hereby certifies and declares as follows, to wit:

Name and current address of the locator is: **Comexico LLC., 242 Linden St., Fort Collins, CO 80524**
The date of location and the date of posting this notice of location is: February 13, 2019.

The name of this claim is **JH – 58** lode mining claim and is situated in the Santa Fe Mining District, Counties of Santa Fe and San Miguel, State of New Mexico, and covers the area particularly described as follows, to-wit:

Commencing at this monument, which is the Northwest corner of the claim, said monument being corner No. 1, upon which this notice is posted;

thence in a S80°E direction 1,500 feet to corner monument No. 2; the Northeast corner of the claim;
thence in a S10°W direction 600 feet to corner monument No. 3, the Southeast corner of the claim;
thence in a N80°W direction 1,500 feet to corner monument No. 4, the Southwest corner of the claim;
thence in a N10°E direction 600 feet to corner No. 1, the place of beginning.

The said corner monument No. 1 upon which this notice is posted, is situated about 200 feet in a S10°W direction and 1,330 feet in a N80°W direction from the Northeast Corner of Section 1, Township 17 North, Range 11 East, New Mexico Principle Meridian.

Claim is located in the NE ¼ Sec. 1, T 17 N, R 11 E & NW ¼ Sec. 6, T 17 N, R 12 E, New Mexico Principle Meridian.

The corner monuments Nos. 1, 2, 3, and 4 aforesaid are marked with the name of the claim and the corner which each said monument represents, and the direction of the boundary lines extending there from, and all of said monuments are at least 1.5 inches by 1.5 inches square and at least 4 feet in length.

Claimant/Locator Name and Address:

Comexico LLC.
242 Linden St.
Fort Collins, CO 80524
STATE OF IDAHO)

) ss.

County of Lemhi)

By: [Signature]
Brewer Exploration and Geological Services Inc. (agent)
PO Box 305, Salmon, Idaho 83467

I, Brian T. Brewer, do solemnly swear that I am a citizen of the United States of America and that I am acquainted with the mining ground described in this notice of location and herewith called the **JH – 58** lode mining claim; that the ground and claim therein described, or any part thereof, has not to the best of my knowledge and belief been previously located according to the laws of the United States and of this State, or if so located, that the same has been abandoned or forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws.

SIGNATURE: [Signature]

Subscribed and sworn to before me this 27 day of February, 2019

[Signature]
By Brian T. Brewer

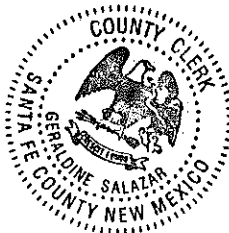
BLM, BMSO
SANTA FE
RECEIVED
MAY 08 2019

PAID

RECEIPT #

Tina Martin
NOTARY PUBLIC
State of Idaho
Commission No. 66051
My Commission Expires: 08/06/2021

Notary Public or County Recorder
(my commission expires ___/___/___)



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss MINING CLAIM
PAGES: 3

I Hereby Certify That This Instrument Was Filed for
Record On The 8TH Day Of May, 2019 at 08:43:12 AM
And Was Duly Recorded as Instrument # **1885671**
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Veronica Duran County Clerk, Santa Fe, NM

BLM, NMSO
SANTA FE
RECEIVED
MAY 08 2019
PAID
RECEIPT # _____

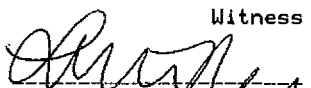
After Recording, Please Return to:
Brewer Exploration and Geological Services, Inc.
26 Hay Hook Dr.
Salmon, Idaho 83467

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MINING CLAIM
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of April, 2019 at 10:05:32 AM
And Was Duly Recorded as Instrument # 1883440
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Deputy  County Clerk, Santa Fe, NM
Geraldine Salazar

NMMC 201390

CERTIFICATE OF LOCATION - New Mexico Lode Mining Claim

NOTICE IS HEREBY GIVEN, That Comexico LLC., locator and claimant, has located and claimed under the provisions of the laws of the United States and the State of New Mexico a lode Mining Claim. The undersigned as agent of the locator/claimant hereby certifies and declares as follows, to wit:

Name and current address of the locator is: **Comexico LLC., 242 Linden St., Fort Collins, CO 80524**

The date of location and the date of posting this notice of location is: February 13, 2019.

The name of this claim is **JH - 59** lode mining claim and is situated in the Santa Fe Mining District, County of Santa Fe, State of New Mexico, and covers the area particularly described as follows, to-wit:

Commencing at this monument, which is the Southwest corner of the claim, said monument being corner No. 1, upon which this notice is posted;

thence in a N10°E direction 600 feet to corner monument No. 2; the Northwest corner of the claim;
thence in a S80°E direction 1,500 feet to corner monument No. 3, the Northeast corner of the claim;
thence in a S10°W direction 600 feet to corner monument No. 4, the Southeast corner of the claim;
thence in a N80°W direction 1,500 feet to corner No. 1, the place of beginning.

The said corner monument No. 1 upon which this notice is posted, is situated about 1,400 feet in a S10°W direction and 1,330 feet in a N80°W direction from the Northeast Corner of Section 1, Township 17 North, Range 11 East, New Mexico Principle Meridian.

Claim is located in the NE ¼ Sec. 1, T 17 N, R 11 E, New Mexico Principle Meridian.

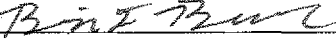
The corner monuments Nos. 1, 2, 3, and 4 aforesaid are marked with the name of the claim and the corner which each said monument represents, and the direction of the boundary lines extending there from, and all of said monuments are at least 1.5 inches by 1.5 inches square and at least 4 feet in length.

Claimant/Locator Name and Address:


**Comexico LLC.
242 Linden St.
Fort Collins, CO 80524
STATE OF IDAHO)**

) ss.

County of Lemhi)

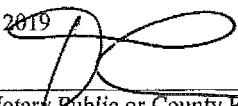
By: 
Brewer Exploration and Geological Services Inc. (agent)
PO Box 305, Salmon, Idaho 83467

I, **Brian T. Brewer**, do solemnly swear that I am a citizen of the United States of America and that I am acquainted with the mining ground described in this notice of location and herewith called the **JH - 59** lode mining claim; that the ground and claim therein described, or any part thereof, has not to the best of my knowledge and belief been previously located according to the laws of the United States and of this State, or if so located, that the same has been abandoned or forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws.

SIGNATURE: 

Subscribed and sworn to before me this 27 day of February, 2019




Notary Public or County Recorder
(my commission expires / /)

BLM, NMSO
SANTA FE
RECEIVED

MAY 08 2019

PAID

RECEIPT #

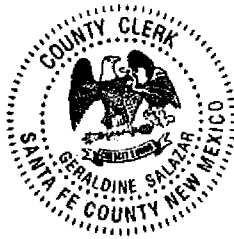
SEC. CLERK RECORDED 04/10/2019

After Recording, Please Return to:
Brewer Exploration and Geological Services, Inc.
26 Hay Hook Dr.
Salmon, Idaho 83467

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MINING CLAIM
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of April, 2019 at 10:05:33 AM
And Was Duly Recorded as Instrument # 1883441
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Deputy Geraldine Salazar County Clerk, Santa Fe, NM

NMMC 201391

CERTIFICATE OF LOCATION – New Mexico Lode Mining Claim

NOTICE IS HEREBY GIVEN, That Comexico LLC., locator and claimant, has located and claimed under the provisions of the laws of the United States and the State of New Mexico a lode Mining Claim. The undersigned as agent of the locator/claimant hereby certifies and declares as follows, to wit:

Name and current address of the locator is: **Comexico LLC., 242 Linden St., Fort Collins, CO 80524**
The date of location and the date of posting this notice of location is: February 13, 2019.

The name of this claim is **JH – 60** lode mining claim and is situated in the Santa Fe Mining District, County of Santa Fe, State of New Mexico, and covers the area particularly described as follows, to-wit:

Commencing at this monument, which is the Northwest corner of the claim, said monument being corner No. 1, upon which this notice is posted;
thence in a S80°E direction 1,500 feet to corner monument No. 2; the Northeast corner of the claim;
thence in a S10°W direction 600 feet to corner monument No. 3, the Southeast corner of the claim;
thence in a N80°W direction 1,500 feet to corner monument No. 4, the Southwest corner of the claim;
thence in a N10°E direction 600 feet to corner No. 1, the place of beginning.

The said corner monument No. 1 upon which this notice is posted, is situated about 1,400 feet in a S10°W direction and 1,330 feet in a N80°W direction from the Northeast Corner of Section 1, Township 17 North, Range 11 East, New Mexico Principle Meridian.

Claim is located in the NE ¼ Sec. 1, T 17 N, R 11 E, New Mexico Principle Meridian.

The corner monuments Nos. 1, 2, 3, and 4 aforesaid are marked with the name of the claim and the corner which each said monument represents, and the direction of the boundary lines extending there from, and all of said monuments are at least 1.5 inches by 1.5 inches square and at least 4 feet in length.

Claimant/Locator Name and Address:

Comexico LLC.
242 Linden St.
Fort Collins, CO 80524

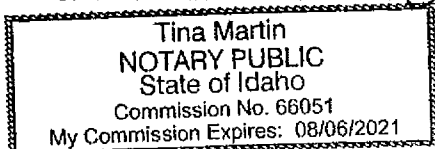
STATE OF IDAHO)
) ss.
County of Lemhi)

By: Brian T. Brewer
Brewer Exploration and Geological Services Inc. (agent)
PO Box 305, Salmon, Idaho 83467

I, **Brian T. Brewer**, do solemnly swear that I am a citizen of the United States of America and that I am acquainted with the mining ground described in this notice of location and herewith called the **JH – 60** lode mining claim; that the ground and claim therein described, or any part thereof, has not to the best of my knowledge and belief been previously located according to the laws of the United States and of this State, or if so located, that the same has been abandoned or forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws.

SIGNATURE: Brian T. Brewer

Subscribed and sworn to before me this 27 day of February, 2019



[Signature]
Notary Public or County Recorder
(my commission expires ___/___/___)

BLM, NMCO
SANTA FE
RECEIVED

MAY 08 2019

PAID

RECEIPT #

SEC. CLERK RECORDED 04/10/2019

After Recording, Please Return to:
Brewer Exploration and Geological Services, Inc.
26 Hay Hook Dr.
Salmon, Idaho 83467



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MINING CLAIM
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of April, 2019 at 09:21:00 AM
And Was Duly Recorded as Instrument # 1883314
Of The Records Of Santa Fe County

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk Santa Fe, NM

NMMC 201434

CERTIFICATE OF LOCATION - New Mexico Lode Mining Claim

NOTICE IS HEREBY GIVEN, That Comexico LLC., locator and claimant, has located and claimed under the provisions of the laws of the United States and the State of New Mexico a lode Mining Claim. The undersigned as agent of the locator/claimant hereby certifies and declares as follows, to wit:

Name and current address of the locator is: **Comexico LLC., 242 Linden St., Fort Collins, CO 80524**

The date of location and the date of posting this notice of location is: February 13, 2019.

The name of this claim is **JH - 103** lode mining claim and is situated in the Santa Fe Mining District, County of Santa Fe, State of New Mexico, and covers the area particularly described as follows, to-wit:

Commencing at this monument, which is the Southwest corner of the claim, said monument being corner No. 1, upon which this notice is posted;

thence in a N10°E direction 1,500 feet to corner monument No. 2; the Northwest corner of the claim;

thence in a S80°E direction 600 feet to corner monument No. 3, the Northeast corner of the claim;

thence in a S10°W direction 1,500 feet to corner monument No. 4, the Southeast corner of the claim;

thence in a N80°W direction 600 feet to corner No. 1, the place of beginning.

The said corner monument No. 1 upon which this notice is posted, is situated about 4,100 feet in a S10°W direction and 2,700 feet in a N80°W direction from the Northeast Corner of Section 1, Township 17 North, Range 11 East, New Mexico Principle Meridian.

Claim is located in the NW ¼ & SW ¼ Sec. 1, T 17 N, R 11 E, New Mexico Principle Meridian.

The corner monuments Nos. 1, 2, 3, and 4 aforesaid are marked with the name of the claim and the corner which each said monument represents, and the direction of the boundary lines extending there from, and all of said monuments are at least 1.5 inches by 1.5 inches square and at least 4 feet in length.

Claimant/Locator Name and Address:

**Comexico LLC.
242 Linden St.
Fort Collins, CO 80524**

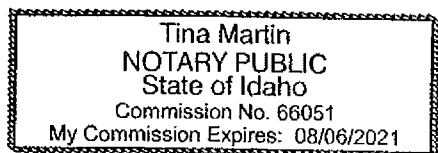
By: Brian T. Brewer
Brewer Exploration and Geological Services Inc. (agent)
PO Box 305, Salmon, Idaho 83467

STATE OF IDAHO)
) ss.
County of Lemhi)

I, Brian T. Brewer, do solemnly swear that I am a citizen of the United States of America and that I am acquainted with the mining ground described in this notice of location and herewith called the **JH - 103** lode mining claim; that the ground and claim therein described, or any part thereof, has not to the best of my knowledge and belief been previously located according to the laws of the United States and of this State, or if so located, that the same has been abandoned or forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws.

SIGNATURE: Brian T. Brewer

Subscribed and sworn to before me this 27 day of February, 2019



Notary Public or County Recorder
(my commission expires ___/___/___)

BLM, NMCO
SANTA FE
RECEIVED

MAY 08 2019

PAID

RECEIPT #

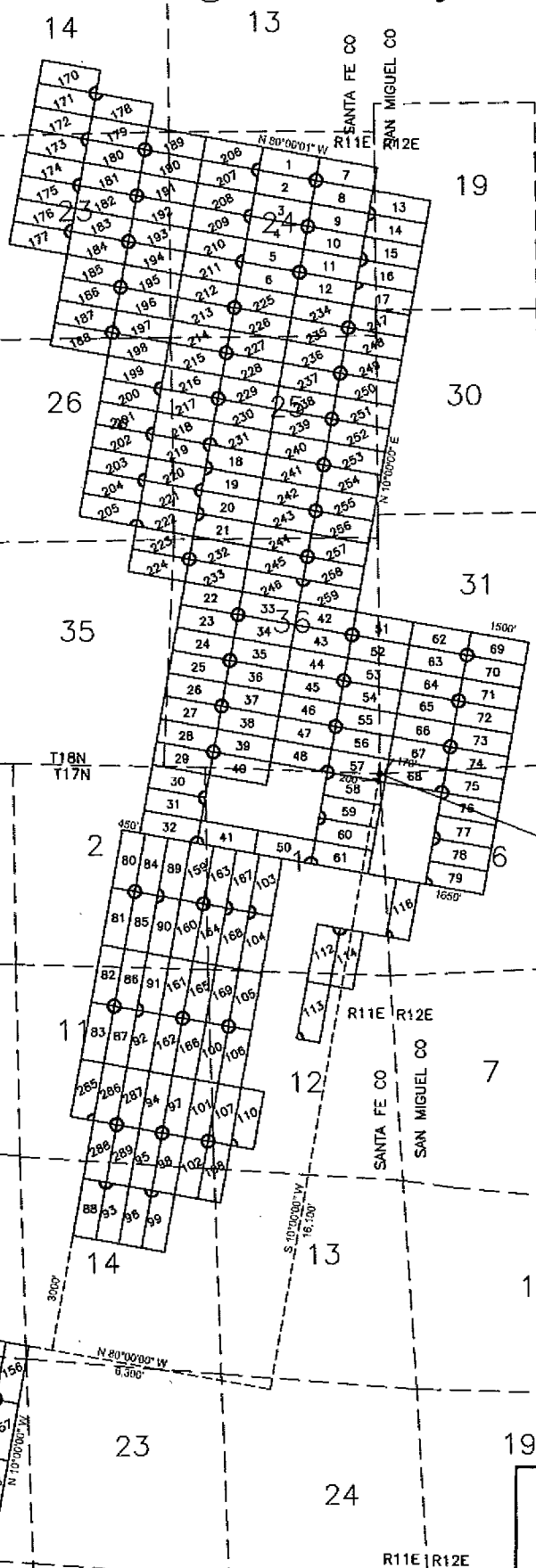
DETAIL

S 80°00'00"E
170

57
58

S 10°30'00" W
200

NE COR SEC 1
T17N, R11E
N.M.P.M.

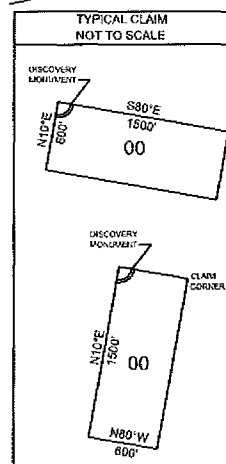


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BLM, NMSO
SANTA FE
RECEIVED

MAY 08 2019

RECEIPT #

NE COR
T17N, R
N.M.P.M.



JH - CLAIM MAP

COMEXICO LLC.
T 17 N, R 11 & 12 E,
T 18 N, R 11 & 12 E. N.M.P.M.

COMEXICO LLC

242 LINDEN STREET
FORT COLLINS, CO. 80524

JOB NO.: 180001	SHEET
DATE: 03-02-18	1
DRAWN BY: TT	
CHECKED BY: SB	OF
DRAWING NO. 2	1

SECRET

After Recording, Please Return to:
Brewer Exploration and Geological Services, Inc.
26 Hay Hook Dr.
Salmon, Idaho 83467



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MINING CLAIM
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of April, 2019 at 09:38:26 AM
And Was Duly Recorded as Instrument # 1883359
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM
Deputy [Signature]

NMMC 201319

CERTIFICATE OF LOCATION - New Mexico Lode Mining Claim

NOTICE IS HEREBY GIVEN, That Wayne LaBeau, locator and claimant, has located and claimed under the provisions of the laws of the United States and the State of New Mexico a lode Mining Claim. The undersigned as agent of the locator/claimant hereby certifies and declares as follows, to wit:

Name and current address of the locator is: **Wayne LaBeau, 8209 Krim Dr. NE., Albuquerque, NM 87109-5225**

The date of location and the date of posting this notice of location is: April 8, 2019 at 12:00 o'clock AM/PM

The name of this claim is **W1** lode mining claim and is situated in the Santa Fe Mining District, County of Santa Fe, State of New Mexico, and covers the area particularly described as follows, to-wit:

Commencing at this monument, which is the Northeast corner of the claim, said monument being corner No. 1, upon which this notice is posted;

thence in a S10°W direction 600 feet to corner monument No. 2; the Southeast corner of the claim;
thence in a N80°W direction 1,500 feet to corner monument No. 3, the Southwest corner of the claim;
thence in a N10°E direction 600 feet to corner monument No. 4, the Northwest corner of the claim;
thence in a S80°E direction 1,500 feet to corner No. 1, the place of beginning.

The said corner monument No. 1 upon which this notice is posted, is situated about 200 feet in a S10°W direction and 1,330 feet in a N80°W direction from the Northeast Corner of Section 1, Township 17 North, Range 11 East, New Mexico Principle Meridian.

Claim is located in the SE ¼ & SW ¼ Sec. 36, T 18 N, R 11 E and NE ¼ & NW ¼ Sec. 1, T 17 N, R 11 E, New Mexico Principle Meridian.

The corner monuments Nos. 1, 2, 3, and 4 aforesaid are marked with the name of the claim and the corner which each said monument represents, and the direction of the boundary lines extending there from, and all of said monuments are at least 1.5 inches by 1.5 inches square and at least 4 feet in length.

Claimant/Locator Name and Address:

Wayne LaBeau
8209 Krim Dr. NE.
Albuquerque, NM 87109-5225
STATE OF New Mexico

By: [Signature: Dave Hiatt]
Brewer Exploration and Geological Services Inc. (agent)
PO Box 305, Salmon, Idaho 83467

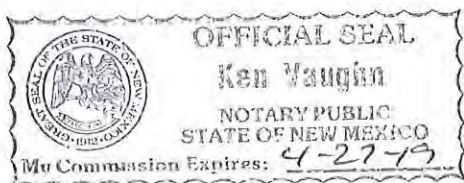
County of Santa Fe) ss.

I, Patrick S. Lih, do solemnly swear that I am a citizen of the United States of America and that I am acquainted with the mining ground described in this notice of location and herewith called the **W1** lode mining claim; that the ground and claim therein described, or any part thereof, has not to the best of my knowledge and belief been previously located according to the laws of the United States and of this State, or if so located, that the same has been abandoned or forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws.

SIGNATURE: [Signature]

BLM, NMSC
SANTA FE
RECEIVED

Subscribed and sworn to before me this 9 day of April, 2019



Notary Public or County Recorder
(my commission expires 4/27/19)

APR 17 2019

PAID

RECEIPT # _____

After Recording, Please Return to:
Brewer Exploration and Geological Services, Inc.
26 Hay Hook Dr.
Salmon, Idaho 83467

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MINING CLAIM
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of April, 2019 at 09:38:27 AM
And Was Duly Recorded as Instrument # 1883360
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

NMMC 201320

CERTIFICATE OF LOCATION - New Mexico Lode Mining Claim

NOTICE IS HEREBY GIVEN, That Wayne LaBeau, locator and claimant, has located and claimed under the provisions of the laws of the United States and the State of New Mexico a lode Mining Claim. The undersigned as agent of the locator/claimant hereby certifies and declares as follows, to wit:

Name and current address of the locator is: **Wayne LaBeau, 8209 Krim Dr. NE., Albuquerque, NM 87109-5225**
The date of location and the date of posting this notice of location is: April 8, 2019 at 12:30 o'clock AM/PM

The name of this claim is **W2** lode mining claim and is situated in the Santa Fe Mining District, County of Santa Fe, State of New Mexico, and covers the area particularly described as follows, to-wit:

Commencing at this monument, which is the Northwest corner of the claim, said monument being corner No. 1, upon which this notice is posted;
thence in a S80°E direction 1,500 feet to corner monument No. 2; the Northeast corner of the claim;
thence in a S10°W direction 600 feet to corner monument No. 3, the Southeast corner of the claim;
thence in a N80°W direction 1,500 feet to corner monument No. 4, the Southwest corner of the claim;
thence in a N10°E direction 600 feet to corner No. 1, the place of beginning.

The said corner monument No. 1 upon which this notice is posted, is situated about 1,400 feet in a S10°W direction and 4,330 feet in a N80°W direction from the Northeast Corner of Section 1, Township 17 North, Range 11 East, New Mexico Principle Meridian.

Claim is located in the NW ¼ Sec. 1 & NE ¼ Sec. 2, T 17 N, R 11 E, New Mexico Principle Meridian.

The corner monuments Nos. 1, 2, 3, and 4 aforesaid are marked with the name of the claim and the corner which each said monument represents, and the direction of the boundary lines extending there from, and all of said monuments are at least 1.5 inches by 1.5 inches square and at least 4 feet in length.

Claimant/Locator Name and Address:

Wayne LaBeau
8209 Krim Dr. NE.
Albuquerque, NM 87109-5225
STATE OF New Mexico)

By: Dave Hiatt
Brewer Exploration and Geological Services Inc. (agent)
PO Box 305, Salmon, Idaho 83467

County of Santa Fe) ss.

I, Danick S. J. Lh, do solemnly swear that I am a citizen of the United States of America and that I am acquainted with the mining ground described in this notice of location and herewith called the **W2** lode mining claim; that the ground and claim therein described, or any part thereof, has not to the best of my knowledge and belief been previously located according to the laws of the United States and of this State, or if so located, that the same has been abandoned or forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws.

SIGNATURE: [Signature]

Subscribed and sworn to before me this 9 day of April, 2019

BLM, NMSO
SANTA FE
RECEIVED

Notary Public or County Recorder
(my commission expires 4/17/19)

APR 17 2019



PAID

RECEIPT # _____

After Recording, Please Return to:
Brewer Exploration and Geological Services, Inc.
26 Hay Hook Dr.
Salmon, Idaho 83467

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MINING CLAIM
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of April, 2019 at 09:38:28 AM
And Was Duly Recorded as Instrument # **1883361**
Of The Records Of Santa Fe County

Deputy Geraldine Salazar With My Hand And Seal Of Office
County Clerk, Santa Fe, NM



NMMC 201321

CERTIFICATE OF LOCATION – New Mexico Lode Mining Claim

NOTICE IS HEREBY GIVEN, That Wayne LaBeau, locator and claimant, has located and claimed under the provisions of the laws of the United States and the State of New Mexico a lode Mining Claim. The undersigned as agent of the locator/claimant hereby certifies and declares as follows, to wit:

Name and current address of the locator is: **Wayne LaBeau, 8209 Krim Dr. NE., Albuquerque, NM 87109-5225**

The date of location and the date of posting this notice of location is: April 8, 2019 at 11:15 o'clock AM/PM

The name of this claim is **W3** lode mining claim and is situated in the Santa Fe Mining District, County of Santa Fe, State of New Mexico, and covers the area particularly described as follows, to-wit:

Commencing at this monument, which is the Northeast corner of the claim, said monument being corner No. 1, upon which this notice is posted;

thence in a S10°W direction 600 feet to corner monument No. 2; the Southeast corner of the claim;
thence in a N80°W direction 1,500 feet to corner monument No. 3, the Southwest corner of the claim;
thence in a N10°E direction 600 feet to corner monument No. 4, the Northwest corner of the claim;
thence in a S80°E direction 1,500 feet to corner No. 1, the place of beginning.

The said corner monument No. 1 upon which this notice is posted, is situated about 1,400 feet in a S10°W direction and 1,330 feet in a N80°W direction from the Northeast Corner of Section 1, Township 17 North, Range 11 East, New Mexico Principle Meridian.

Claim is located in the NE ¼ & NW ¼ Sec. 1, T 17 N, R 11 E, New Mexico Principle Meridian.

The corner monuments Nos. 1, 2, 3, and 4 aforesaid are marked with the name of the claim and the corner which each said monument represents, and the direction of the boundary lines extending there from, and all of said monuments are at least 1.5 inches by 1.5 inches square and at least 4 feet in length.

Claimant/Locator Name and Address:

Wayne LaBeau
8209 Krim Dr. NE.
Albuquerque, NM 87109-5225
STATE OF New Mexico

By: Dave Huatt
Brewer Exploration and Geological Services Inc. (agent)
PO Box 305, Salmon, Idaho 83467

County of Santa Fe) ss.

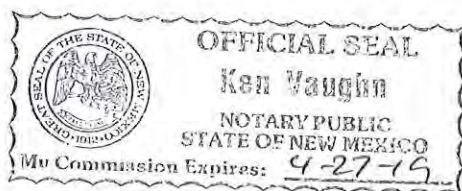
I, Patrick S. Huatt, do solemnly swear that I am a citizen of the United States of America and that I am acquainted with the mining ground described in this notice of location and herewith called the **W3** lode mining claim; that the ground and claim therein described, or any part thereof, has not to the best of my knowledge and belief been previously located according to the laws of the United States and of this State, or if so located, that the same has been abandoned or forfeited by reason of the failure of such former locators to comply in respect thereto with the requirements of said laws.

SIGNATURE: [Signature]

Subscribed and sworn to before me this 9 day of April, 2019

BLM, NMSO
SANTA FE
RECEIVED

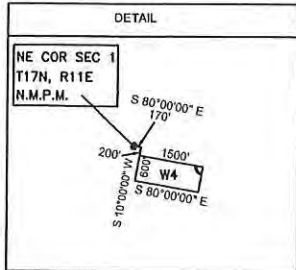
APR 17 2019



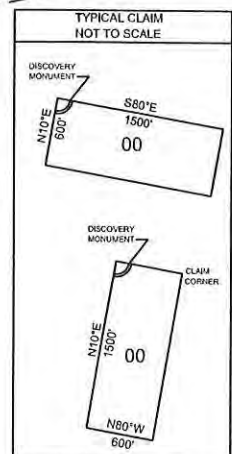
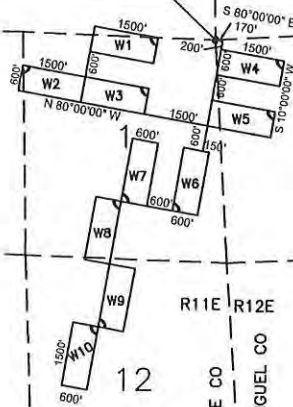
Notary Public or County Recorder
(my commission expires 4/27/19)

RECEIPT # PAID

*Part of
T 17 N, R 11 & 12 E, N. M. P. M.
Santa Fe & San Miguel County, New Mexico.*



NE COR SEC 1
T17N, R11E
N.M.P.M.



BLM, NMSC
SANTA FE
RECEIVED

APR 17 2019

RECEIPT *

PAID

"W" - CLAIM MAP

T 17 N, R 11 & 12 E,
N.M.P.M.

Wayne LaBeau
8209 Krim Dr. NE
Albuquerque, NM 87109-5225

JOB NO.	100201	SHEET
DATE	04-07-19	1
DRAWN BY	TY	
CHECKED BY	BT	OP
APPROVED BY	JH	1

AFFIDAVIT OF AGREEMENT FOR EASEMENT

012572

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO) ss

W. T. Hines, being first duly sworn upon his oath, deposes and states:

That he is an agent of Conoco Inc., which corporation is "buyer" in that certain Agreement for Easement dated the 8th day of May, 1980 between said Conoco Inc., and Carlos N. Gonzales and Mary Gonzales, his wife, as "sellers," pertaining to lands in the NE1/4, NE1/4 of Section 17, T17N, R12E, N.M.P.M., San Miguel County, New Mexico.

That Exhibit "B" (Roadway Easement) attached to and a part of the aforesaid Agreement for Easement is the same Exhibit "B" attached hereto for the purpose of recording into the records of the Clerk of the County of San Miguel Miguel, New Mexico.

W. T. Hines
W. T. Hines, agent for Conoco Inc.

State of New Mexico)
COUNTY OF BERNALILLO) ss

The foregoing affidavit was sworn to, subscribed and acknowledged before me this 23rd day of February 1982 by W. T. Hines.

My Commission Expires:
September 27, 1984

Laura Armistead
Notary Public
STATE OF NEW MEXICO)
County of San Miguel)
I hereby certify that this instrument
was filed for record on

MAR 03 1982

at 8:46 AM on 3/3/82 received in Book 28 of 1982 page 9197
Witness my hand and seal of office
Notary Public
Deputy

9311 Indian School Rd. N.E. Albuquerque, NM 87112

ME-815

EXHIBIT "B"

Attached and made a part of that certain Agreement For Easement dated the day of _____, 1980, by and between CARLOS N. GONZALES and MARY GONZALES, his wife, as Sellers, and CONOCO, INC., pertaining to lands in San Miguel County, New Mexico.

8th day of May 1980

ROADWAY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and other valuable consideration, including the provisions of this Agreement, we, CARLOS GONZALES and MARY GONZALES, his wife, hereinafter referred to as "Grantors," do hereby grant, subject to the terms and conditions hereinafter stated, unto CONOCO, INC., a Delaware corporation, hereinafter referred to as "Grantee," its successors and assigns, a perpetual, full and unrestricted easement and right-of-way, together with the right to construct and use, maintain, inspect, alter, repair and operate a roadway and construct appurtenances as may be necessary or convenient for operation over, through, upon and across the following-described lands in San Miguel County, State of New Mexico, to-wit:

As more particularly described in Exhibits 1 & 2 hereto attached and made a part hereof.

Together with the rights of ingress and egress to and from said premises, or any of them, for the purposes aforesaid. Grantors are to have the right to fully use and enjoy the above-described premises, except as to the rights hereinabove granted. Grantors reserve the right to joint and common use with others of the above-described easement and is not a grant of an exclusive use by Grantee.

The terms and conditions of this Roadway Easement are as follows:

1. This agreement is intended to and does grant a right-of-way, together with the right to construct (including the right to oil, gravel, construct bridges and culverts and use any other materials that Grantee might elect to place thereon or use in the construction and maintenance thereof), use, maintain, inspect, alter, repair and operate a roadway forty-two and one-half feet (42 1/2') wide for the passage of cars, trucks and other equipment and appurtenances as may be necessary or convenient for operation over, through, upon and across the above-described lands, together with the rights of ingress and egress to and from such lands, or any of them, for the purposes aforesaid. The approximate location of such roadway will be as shown on the survey plat attached hereto as Exhibit "2." Grantee shall have the right to improve, reconstruct and widen said roadway at anytime, except the width shall not exceed the above-stated width.

2. The Grantee shall save Grantors harmless from all damages of whatsoever nature to the property of the Grantors caused by the construction, maintenance and use of said roadway by Grantee and its authorized agents and invitees.

3. Grantee agrees to indemnify and hold Grantors harmless from claims arising out of or in connection with the exercise and use of the rights granted to Grantee from Grantors hereunder which may be asserted by third persons for damages, for injury to persons or property, and which are not occasioned by the negligence of Grantors.

4. This agreement shall remain in force and effect until said easement is exercised and as long thereafter as Grantee shall have need thereof, or so long as Grantee contemplates

future need thereof. At such time as Grantee no longer needs or contemplates a need for the right-of-way and easement herein granted for Grantee's exploration, development and mining operations in the area, Grantee agrees to quitclaim all rights herein granted to Grantor or Grantor's successors and assigns.

5. The agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD such easement, rights, and rights-of-way unto the said Grantee, in accordance with the terms and conditions of this agreement.

EXECUTED this 21st day of August, 1980.

GRANTORS:

Carlos N. Gonzales
CARLOS N. GONZALES

Mary C. Gonzales
MARY GONZALES

GRANTEE:

CONOCO, INC., a Delaware corporation

BY: Gordon H. Mackery *HE*
Its Attorney In Fact *SE HE*

STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.

The foregoing instrument was acknowledged before me this 21st day of August, 1980, by Carlos Gonzales and Mary Gonzales, his wife.



COMMISSION EXPIRES:

3-2-84

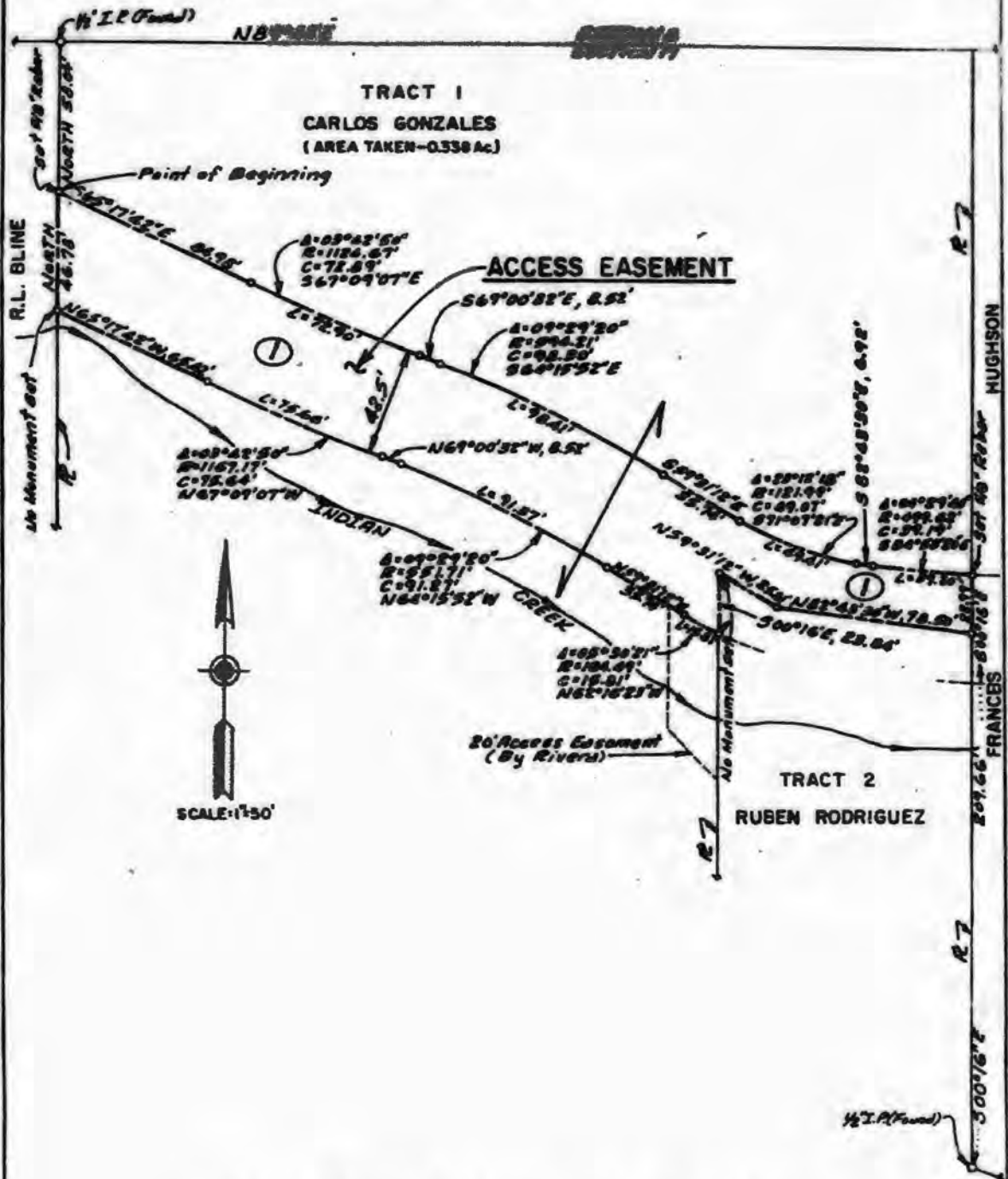
Wanda Toyales
NOTARY PUBLIC

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me
this 5 day of September, 1980, by Robert H. Moberg,
Attorney at Law (title), of Conoco, Inc., a Delaware
corporation, on behalf of said corporation.



Beverly A. Gardner
NOTARY PUBLIC



**PLAT OF EASEMENT FOR ROAD RIGHT-OF-WAY
IN THE NE 1/4, NE 1/4 OF
SECTION 17, T.17 N., R.12 E., N.M.P.M., SAN MIGUEL CO., NEW MEXICO**

CERTIFICATE OF SURVEY

I, WILLIAM I. MATOTAN, NEW MEXICO REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR NO. 1593, HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION FROM FIELD NOTES OF AN ACTUAL SURVEY AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IN WITNESS WHEREOF, THIS CERTIFICATE IS EXECUTED AT ALBUQUERQUE, NEW MEXICO, ON THIS 6TH DAY OF June 1980.

William I. Matotan
WILLIAM I. MATOTAN, P.E. & L.S., NO. 1593



WILLIAM MATOTAN & ASSOCIATES INC - ENGINEERS
ALBUQUERQUE NEW MEXICO

PARCEL TAKEN FROM CARLOS GONZALES PROPERTY

PLAT OF EASEMENT FOR ROAD RIGHT-OF-WAY IN THE NE1/4 NE1/4, SECTION 17, TOWNSHIP 17 NORTH, RANGE 12 EAST, NEW MEXICO PRINCIPLE MERIDIAN, SAN MIGUEL COUNTY, NEW MEXICO.

DESCRIPTION

A parcel of land being a portion of Tract 1 as shown on Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos M. Gonzales, dated January 23, 1980, situate in the NE1/4 NE1/4 of Section 17, T.17N., R.12E., N.M.P.M., San Miguel County, New Mexico.

Said parcel being more particularly described as follows:

Beginning at the northwest corner of the parcel herein described, said northwest corner being a point on the westerly boundary line of said Tract 1, as shown on Amended Certificate of Survey of January 23, 1980, from whence the northwest corner of said Tract 1 bears due north 58.04 feet; thence,

S.65°17'42"E., 84.98 feet on the northerly line of the parcel herein described to a Point of Curvature; thence,

Southeasterly, 72.90 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 1124.67 feet, a central angle of 03°42'50", and a chord which bears S.67°09'07"E., 72.89 feet, to a Point of Tangency; thence,

S.69°00'32"E., 8.52 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly 98.41 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 594.21 feet, a central angle of 09°29'20" and a chord which bears S.64°15'52"E., 98.30 feet to a Point of Tangency; thence,

S.59°31'12"E., 35.74 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 49.41 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 121.99 feet, a central angle of 23°12'18" and a chord which bears S.71°07'21"E., 49.07 feet, to a Point of Tangency; thence,

S.82°43'30"E., 6.92 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 39.20 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 499.62 feet, a central angle of 04°29'40" and a chord which bears S.84°58'20"E., 39.19 feet to a Point of Curvature being on the easterly line of said Tract 1 as shown on the Amended Certificate of Survey, January 23, 1980; thence,

S.00°16'E., 22.99 feet on the easterly line of said Tract 1 to a Point; thence,

N.82°43'30"W., 78.50 feet on the southerly line of the parcel herein described to a Point; thence,

N.59°31'12"W., 25.81 feet on the southerly line of said parcel to a Point; thence,

S.00°16'E., 23.84 feet on an easterly line of said parcel to a Point on Curve; thence,

Northwesterly, 15.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 164.49 feet, a central angle of $05^{\circ}30'21''$ and a chord which bears $N.62^{\circ}16'23''W.$, 15.80 feet to a Point of Tangency; thence,

$N.59^{\circ}31'12''W.$, 35.74 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 91.37 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 551.71 feet, a central angle of $09^{\circ}29'20''$ and a chord which bears $N.64^{\circ}15'52''W.$, 91.27 feet to a Point of Tangency; thence,

$N.69^{\circ}00'32''W.$, 8.52 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 75.66 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 1167.17 feet, a central angle of $03^{\circ}42'50''$ and a chord which bears $N.67^{\circ}09'07''W.$, 75.64 feet to a Point of Tangency; thence,

$N.65^{\circ}17'42''W.$, 65.42 feet on the southerly line of said parcel to a point on the west boundary line of said Tract 1, as shown on Amended Certificate of January 23, 1980; thence,

North 46.78 feet on the westerly line of said Tract 1 to the Point and Place of Beginning, containing 0.338 acres more or less.

ME-917

GRANT OF RIGHT OF WAY AND EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, BENJAMIN P. PADILLA and FRANCES HUGHSON ("Grantor") do hereby grant, with warranty covenants and subject to the terms and conditions hereof, only to CONOCO INC., a Delaware corporation, and persons designated by it ("Grantee"), whose address is 9301 Indian School Road, N.E., Albuquerque, New Mexico, 87112, a perpetual, full and unrestricted right of way and easement for the construction, use, maintenance, inspection, alteration, repair, replacement and reconstruction of an all-weather (but not oiled) road 42 1/2 feet wide over, through, upon and across the lands in San Miguel County, New Mexico, described on Exhibit A hereto, together with rights of ingress and egress across other lands of Grantor to said road as required for said purposes. The rights granted herein include but are not limited to the rights to grade, level, fill, pave, build, maintain, repair and rebuild the road, together with such bridges, culverts, ramps, cuts and other facilities and improvements as may be necessary or convenient.

Grantee shall hold Grantor harmless from all damages of whatsoever nature to other land of Grantor caused by the construction, maintenance and use of the road by Grantee. Grantee shall indemnify and hold Grantor harmless from claims arising out of or in connection with the exercise and use of the rights granted to Grantee herein for damages or injury to persons or property which do not result from the negligence of Grantor. Grantee shall not damage or destroy any cabins now existing on the land of or owned by Francis Hughson or Indian Creek Lodge.

STATE OF NEW MEXICO)
County of San Miguel SS.
I hereby certify that this instrument
was filed for recording on

MAR 03 1982

542
recorded in Book 100 of 101st page 9198
Witness my hand and seal of office
Notary Public for the State of New Mexico
My Comm. Expires 12/31/82

OCT 23 1980

Benjamin P. Padilla 9301 Indian School Rd. N.E. Albuquerque, NM 87112

The right of way and easement granted herein shall remain in full force and effect until it is released by a written document duly executed on behalf of Grantee and filed for record in San Miguel County.

The rights granted and obligations incurred hereunder shall inure to the benefit of and be binding upon the heirs, executors, administrators, representatives, successors and assigns of the respective parties.

WITNESS our hand and seal this 12th day of JUNE, 1980.

Benjamin P. Padilla
BENJAMIN P. PADILLA, Executor
for the estate of (Seal)
Delores Gonzales

Frances Hughson
FRANCES HUGHSON (Seal)

STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.

The foregoing instrument was acknowledged before me this 12th day of JUNE, 1980, by BENJAMIN P. PADILLA and FRANCES HUGHSON

Cordelia L. Padilla
Notary Public

My commission expires:
May 3, 1982



EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HERewith
OF THE GRANT OF RIGHT OF WAY AND EASEMENT
FROM BENJAMIN P. PADILLA AND FRANCES HUGH-
SON TO CONOCO INC. IN THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF
SECTION 17, TOWNSHIP 17 NORTH, RANGE 12
EAST, N.M.P.M., SAN MIGUEL COUNTY, NEW MEXICO

DESCRIPTION

A parcel of land being a portion of a tract of land now or formerly owned by Frances Hughson being bounded on the north by lands of Newcomb Rice, et al., on the east by the right of way for New Mexico State Road 63, and on the south and west partly by lands of Ruben Rodriguez and partly by lands of Carlos Gonzales.

Said parcel being more particularly described as follows:

Beginning at a point being a corner common to the northeast corner of lands of Ruben Rodriguez and the southeast corner of lands of Carlos Gonzales; thence,

N.00°16'W., 22.99 feet on the easterly line of lands of Carlos Gonzales and being on the westerly line of the parcel herein described, to a Point on Curve; thence,

Southeasterly, 41.54 feet on the northerly line of said parcel on the arc of a curve to left, said arc having a radius of 499.62 feet, a central angle of 4°45'50" and a chord which bears S.89°36'05" E., 41.53 feet to a Point of Tangency; thence,

N.88°01'00"E., 14.30 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 133.26 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 339.56 feet, a central angle of 22°29'06" and a chord which bears S.80°44'27"E., 132.40 feet to a Point of Tangency; thence,

S.69°29'54"E., 4.57 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 89.67 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 498.71 feet, a central angle of 10°18'06" and a chord which bears S.64°20'31"E., 89.55 feet to a Point of Tangency; thence,

S.39°11'48"E., 52.76 feet on the northerly line of said parcel to a Point of Intersection with the westerly right of way of New Mexico State Road 63, said Point of Intersection being a Point on Curve, Highway Centerline Station 497+71.4; thence,

Southwesterly, 35.21 feet on the easterly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1016.43 feet, a central angle of 01°59'05" and a chord which bears S.24°30'46"W., 35.21 feet to a New Mexico State Road right of way T-rail marked Station 497+30.2; thence,

S.39°15'24"E., 35.14 feet on an offset right of way line for New Mexico State Road 63 and a line for the parcel herein described to a New Mexico State Road right of way T-rail marked Station 497+30.2, said station being a Point on Curve centerline station; thence,

Southwesterly, 7.57 feet on the easterly line of the parcel herein described and the westerly right of way for New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1051.43, a central angle of $00^{\circ}24'45''$ and a chord which bears $S.25^{\circ}53'10''W.$, 7.57 feet to a point of intersection with the southerly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 having a centerline Point on Curve Station 497+22.4; thence,

$N.59^{\circ}11'42''W.$, 92.41 feet on the southerly line of the parcel herein described to a Point of Curvature; thence,

Northwesterly, 82.03 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 456.21 feet, a central angle of $10^{\circ}18'06''$ and a chord which bears $N.64^{\circ}20'51''W.$, 81.92 feet to a Point of Tangency; thence,

$N.69^{\circ}29'54''W.$, 4.57 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 116.83 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 297.06 feet, a central angle of $22^{\circ}29'06''$ and a chord which bears $N.80^{\circ}44'27''W.$, 115.83 feet to a Point of Tangency; thence,

$S.88^{\circ}01'00''W.$, 14.30 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 42.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 542.12 feet, a central angle of $4^{\circ}31'29''$ and a chord which bears $N.89^{\circ}43'16''W.$, 42.80 feet to a Point on Curve being a point common to lands of Frances Hughson and Ruben Rodriguez; thence,

$N.00^{\circ}16'W.$, 19.57 feet on the line common to lands of Frances Hughson and Ruben Rodriguez and the westerly line of the parcel herein described to the Point and Place of Beginning, containing 0.325 acres more or less.

AGREEMENT

THIS AGREEMENT is made this 27th day of May, 1980, by and between BENJAMIN P. PADILLA and FRANCES HUGHSON ("Grantor") and CONOCO INC., a Delaware corporation ("Grantee").

Grantor has granted Grantee a right of way and easement on the form of Grant of Right of Way and Easement attached hereto as Exhibit A (the "Grant"). For and in consideration of such grant, Grantee shall pay Grantor \$22,500, as follows: \$5,000 on or before June 1, 1980, and \$500 on or before the first day of each month thereafter until a total of \$22,500 has been paid to Grantor.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Grantor and Grantee. This Agreement and the Grant are intended by Grantor and Grantee as, and they are, the complete, final and exclusive statement and expression of all of their negotiations, understandings and agreements. All such negotiations, understandings and agreements are merged in this Agreement and the Grant. Neither this Agreement nor the Grant, nor any right, obligation or term of, in or under this Agreement or the Grant, may be amended, modified, rescinded or terminated, nor may any such right, obligation or term be waived, contradicted, supplemented, explained, interpreted, construed, modified, varied or in any way changed, orally or by or as a result of any past or future dealing, negotiation, understanding, agreement, course of conduct or usage of trade, nor by acceptance of or acquiescence in a course of performance under this or any other agreement, or except by a

writing duly executed and delivered on behalf of Grantor and Grantee. Any controversy or claim arising out of or relating to this Agreement or the Grant, or the breach of either, shall be settled by arbitration in Albuquerque, New Mexico in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There are no third party beneficiaries of this Agreement or the Grant.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this Agreement effective as of the date indicated above.

GRANTOR:

Benjamin P. Padilla
BENJAMIN P. PADILLA, Executor
of the estate of Delores Gonzal
Frances P. Hughson
FRANCES HUGHSON

GRANTEE:

CONOCO, INC.

By Gordon H. Mayberry
GORDON H. MAYBERRY
Its Attorney in Fact

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

I hereby certify that the above is a true, full and correct copy of the original Agreement.

Witness my hand and official seal this 30th day of May, 1980.



Notary Public
OFFICIAL SEAL
Signature Peggy N. White
PEGGY N. WHITE
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires April 2, 1983

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HERewith
OF THE GRANT OF RIGHT OF WAY AND EASEMENT
FROM BENJAMIN P. PADILLA AND FRANCES HUGH-
SON TO CONOCO INC. IN THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF
SECTION 17, TOWNSHIP 17 NORTH, RANGE 12
EAST, N.M.P.M., SAN MIGUEL COUNTY, NEW MEXICO

DESCRIPTION

A parcel of land being a portion of a tract of land now or formerly owned by Frances Hughson being bounded on the north by lands of Newcomb Rice, et al., on the east by the right of way for New Mexico State Road 63, and on the south and west partly by lands of Ruben Rodriguez and partly by lands of Carlos Gonzales.

Said parcel being more particularly described as follows:

Beginning at a point being a corner common to the northeast corner of lands of Ruben Rodriguez and the southeast corner of lands of Carlos Gonzales; thence,

N.00°16'W., 22.99 feet on the easterly line of lands of Carlos Gonzales and being on the westerly line of the parcel herein described, to a Point on Curve; thence,

Southeasterly, 41.54 feet on the northerly line of said parcel on the arc of a curve to left, said arc having a radius of 499.62 feet, a central angle of 4°45'50" and a chord which bears S.89°36'05" E., 41.53 feet to a Point of Tangency; thence,

N.88°01'00"E., 14.30 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 133.26 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 339.56 feet, a central angle of 22°29'06" and a chord which bears S.80°44'27"E., 132.40 feet to a Point of Tangency; thence,

S.69°29'54"E., 4.57 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 89.67 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 498.71 feet, a central angle of 10°18'06" and a chord which bears S.64°20'51" E., 89.55 feet to a Point of Tangency; thence,

S.59°11'48"E., 52.76 feet on the northerly line of said parcel to a Point of Intersection with the westerly right of way of New Mexico State Road 63, said Point of Intersection being a Point on Curve, Highway Centerline Station 497+71.4; thence,

Southwesterly, 35.21 feet on the easterly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1016.43 feet, a central angle of 01°59'05" and a chord which bears S.24°30'46"W., 35.21 feet to a New Mexico State Road right of way T-rail marked Station 497+30.2; thence,

S.59°15'24"E., 35.14 feet on an offset right of way line for New Mexico State Road 63 and a line for the parcel herein described to a New Mexico State Road right of way T-rail marked Station 497+30.2, said station being a Point on Curve centerline station; the

Southwesterly, 7.57 feet on the easterly line of the parcel herein described and the westerly right of way for New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1051.43, a central angle of $00^{\circ}24'45''$ and a chord which bears $S.25^{\circ}53'10''W.$, 7.57 feet to a point of intersection with the southerly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 having a centerline Point on Curve Station 497+22.4; thence,

$N.59^{\circ}11'42''W.$, 92.41 feet on the southerly line of the parcel herein described to a Point of Curvature; thence,

Northwesterly, 82.03 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 456.21 feet, a central angle of $10^{\circ}18'06''$ and a chord which bears $N.64^{\circ}20'51''W.$, 81.92 feet to a Point of Tangency; thence,

$N.69^{\circ}29'54''W.$, 4.57 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 116.83 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 297.06 feet, a central angle of $22^{\circ}29'06''$ and a chord which bears $N.80^{\circ}44'27''W.$, 115.83 feet to a Point of Tangency; thence,

$S.88^{\circ}01'00''W.$, 14.30 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 42.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 542.12 feet, a central angle of $4^{\circ}31'29''$ and a chord which bears $N.89^{\circ}43'16''W.$, 42.80 feet to a Point on Curve being a point common to lands of Frances Hughson and Ruben Rodriguez; thence,

$N.00^{\circ}16'W.$, 19.57 feet on the line common to lands of Frances Hughson and Ruben Rodriguez and the westerly line of the parcel herein described to the Point and Place of Beginning, containing 0.325 acres more or less.

111-511

GRANT OF RIGHT OF WAY AND EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, BENJAMIN P. PADILLA and FRANCES HUGHSON ("Grantor") do hereby grant, with warranty covenants and subject to the terms and conditions hereof, only to CONOCO INC., a Delaware corporation, and persons designated by it ("Grantee"), whose address is 9301 Indian School Road, N.E., Albuquerque, New Mexico, 87112, a perpetual, full and unrestricted right of way and easement for the construction, use, maintenance, inspection, alteration, repair, replacement and reconstruction of an all-weather (but not oiled) road 42 1/2 feet wide over, through, upon and across the lands in San Miguel County, New Mexico, described on Exhibit A hereto, together with rights of ingress and egress across other lands of Grantor to said road as required for said purposes. The rights granted herein include but are not limited to the rights to grade, level, fill, pave, build, maintain, repair and rebuild the road, together with such bridges, culverts, ramps, cuts and other facilities and improvements as may be necessary or convenient.

Grantee shall hold Grantor harmless from all damages of whatsoever nature to other land of Grantor caused by the construction, maintenance and use of the road by Grantee. Grantee shall indemnify and hold Grantor harmless from claims arising out of or in connection with the exercise and use of the rights granted to Grantee herein for damages or injury to persons or property which do not result from the negligence of Grantor. Grantee shall not damage or destroy any cabins now existing on the land of or owned by Francis Hughson or Indian Creek Lodge.

STATE OF NEW MEXICO)
County of San Miguel) SS.
I hereby certify that this instrument
was filed for record on

MAR 03 1992

at 8:42 P.M. on 2/28/92, duly recorded in Book 228 of P.M.S.C. page 9198
Witness my hand and seal of office

[Signature]
Clerk

OCT 28 '80 JS

The right of way and easement granted herein shall remain in full force and effect until it is released by a written document duly executed on behalf of Grantee and filed for record in San Miguel County.

The rights granted and obligations incurred hereunder shall inure to the benefit of and be binding upon the heirs, executors, administrators, representatives, successors and assigns of the respective parties.

WITNESS our hand and seal this 12th day of JUNE, 1980.

Benjamin P. Padilla
BENJAMIN P. PADILLA, Executor
for the estate of (Seal)
Delores Gonzales

Frances Hughson
FRANCES HUGHSON (Seal)

STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.

The foregoing instrument was acknowledged before me this 12th day of JUNE, 1980, by BENJAMIN P. PADILLA and FRANCES HUGHSON

Cordelia L. Padilla
Notary Public

My commission expires:

May 3, 1982

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREWITH
OF THE GRANT OF RIGHT OF WAY AND EASEMENT
FROM BENJAMIN P. PADILLA AND FRANCES HUGH-
SON TO CONOCO INC. IN THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ OF
SECTION 17, TOWNSHIP 17 NORTH, RANGE 12
EAST, N.M.P.M., SAN MIGUEL COUNTY, NEW MEXICO

DESCRIPTION

A parcel of land being a portion of a tract of land now or formerly owned by Frances Hughson being bounded on the north by lands of Newcomb Rice, et al., on the east by the right of way for New Mexico State Road 63, and on the south and west partly by lands of Ruben Rodriguez and partly by lands of Carlos Gonzales.

Said parcel being more particularly described as follows:

Beginning at a point being a corner common to the northeast corner of lands of Ruben Rodriguez and the southeast corner of lands of Carlos Gonzales; thence,

N.00°16'W., 22.99 feet on the easterly line of lands of Carlos Gonzales and being on the westerly line of the parcel herein described, to a Point on Curve; thence,

Southeasterly, 41.54 feet on the northerly line of said parcel on the arc of a curve to left, said arc having a radius of 499.62 feet, a central angle of 4°45'50" and a chord which bears S.89°36'05" E., 41.53 feet to a Point of Tangency; thence,

N.88°01'00"E., 14.30 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 133.26 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 339.56 feet, a central angle of 22°29'06" and a chord which bears S.80°44'27"E., 132.40 feet to a Point of Tangency; thence,

S.69°29'54"E., 4.57 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 89.67 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 498.71 feet, a central angle of 10°18'06" and a chord which bears S.64°20'51" E., 89.55 feet to a Point of Tangency; thence,

S.59°11'48"E., 52.76 feet on the northerly line of said parcel to a Point of Intersection with the westerly right of way of New Mexico State Road 63, said Point of Intersection being a Point on Curve, Highway Centerline Station 497+71.4; thence,

Southwesterly, 35.21 feet on the easterly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1016.43 feet, a central angle of 01°59'05" and a chord which bears S.24°30'46"W., 35.21 feet to a New Mexico State Road right of way T-rail marked Station 497+30.2; thence,

S.59°15'24"E., 35.14 feet on an offset right of way line for New Mexico State Road 63 and a line for the parcel herein described to a New Mexico State Road right of way T-rail marked Station 497+30.2, said station being a Point on Curve centerline station; then

Southwesterly, 7.57 feet on the easterly line of the parcel herein described and the westerly right of way for New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1051.43, a central angle of $00^{\circ}24'45''$ and a chord which bears $S.25^{\circ}53'10''W.$, 7.57 feet to a point of intersection with the southerly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 having a centerline Point on Curve Station 497+22.4; thence,

$N.59^{\circ}11'42''W.$, 92.41 feet on the southerly line of the parcel herein described to a Point of Curvature; thence,

Northwesterly, 82.03 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 456.21 feet, a central angle of $10^{\circ}18'06''$ and a chord which bears $N.64^{\circ}20'51''W.$, 81.92 feet to a Point of Tangency; thence,

$N.69^{\circ}29'54''W.$, 4.57 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 116.83 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 297.06 feet, a central angle of $22^{\circ}29'06''$ and a chord which bears $N.80^{\circ}44'27''W.$, 115.83 feet to a Point of Tangency; thence,

$S.88^{\circ}01'00''W.$, 14.30 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 42.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 542.12 feet, a central angle of $4^{\circ}31'29''$ and a chord which bears $N.89^{\circ}43'16''W.$, 42.80 feet to a Point on Curve being a point common to lands of Frances Hughson and Ruben Rodriguez; thence,

$N.00^{\circ}16'W.$, 19.57 feet on the line common to lands of Frances Hughson and Ruben Rodriguez and the westerly line of the parcel herein described to the Point and Place of Beginning, containing 0.325 acres more or less.

WAIVER OF AGREEMENT

GRANTORS AND GRANTEE, as defined by their mutual contract and Right of Way and Easement agreement dated May 27, 1980, and designated by Grantee as ME-817, agree to modify and waive the first paragraph of said agreement as follows:

- A) The said payment total of \$22,500.00 is not changed; however,
- B) The total amount paid to GRANTORS to February 1, 1982 is \$15,000.00 with a balance remaining of \$7,500.00.
- C) Said payment schedule of \$500.00 on or before the first day of each month is changed insofar that GRANTORS will receive the next ten (10) months payment in a lump sum of \$5,000.00.
- D) GRANTORS will receive the final five (5) payments of said schedule in a lump sum of \$2,500.00 to be paid on or before January 15, 1983. It is agreed by the parties that the said final payment will make a total of \$22,500.00, and will complete the consideration of said agreement dated May 27, 1980.

Agreed and sworn to on this 16th day of February, 1982.

Grantors acknowledge payment in the sum of \$5,000.00 by check on this date.

By GRANTORS:

Frances Hughson
Frances Hughson

Benjamin P. Padilla
Benjamin P. Padilla,
Executor for the estate of
Dolores G. Gonzales

By GRANTEE:

CONOCO, INC.

By London H. Mayberry
Attorney in fact

20.11
JL
B2K

STATE OF NEW MEXICO)
COUNTY OF SANTA FE)

On this 18th day of FEBRUARY, 1982, before me personally appeared FRANCES HUGHSON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

W.T. Hines
Notary Public

My Commission Expires:

APRIL 6, 1985



OFFICIAL SEAL

W.T. HINES

NOTARY PUBLIC - NEW MEXICO

Notary Bond Filed with Secretary of State

My Commission Expires 4/6/85

STATE OF NEW MEXICO)
COUNTY OF SANTA FE)

On this 18th day of FEBRUARY, 1982, before me personally appeared BENJAMIN P. PADILLA, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

W.T. Hines
Notary Public

My Commission Expires:

APRIL 6, 1985



OFFICIAL SEAL

W.T. HINES

NOTARY PUBLIC - NEW MEXICO

Notary Bond Filed with Secretary of State

My Commission Expires 4/6/85

STATE OF Colorado)
COUNTY OF Denver)

On this 10 day of February, 1982, before me personally appeared Barbara H. Mayberry, to me known to be the person who executed the foregoing instrument as Attorney in Fact in behalf of CONOCO INC., and acknowledged that he executed the same as the free act and deed of the corporation.

Barbara H. Mayberry
Notary Public

My Commission Expires:

July 30, 1983

Santa Fe Mining, Inc.

4775 Indian School Road N.E., Suite 100
P.O. Box 3588
Albuquerque, New Mexico 87190
505/262-2211

January 3, 1983

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: JONES HILL PROJECT
R/W Easement to Conoco
San Miguel County, N. M.
File #32-034-SR-1

Hughson and Padilla
c/o Manuel Lujan Agency
P. O. Box 4995
Santa Fe, New Mexico 87501

Gentlemen:

Enclosed is check in the amount of \$2,500.00 representing final payment for Agreement covering Grant of Right of Way and Easement to Conoco, Inc. (assigned to Santa Fe Mining, Inc.) on lands in the NE/4 NE/4 Section 17, Township 17 North, Range 12 East, San Miguel County, New Mexico.

Upon receipt of this check, will you please sign copy of this letter and return to us in the enclosed self-addressed and stamped envelope.


Very truly yours,

Faye R. Young
Lease Records Coordinator

Enclosures

RECEIVED this 5TH day of January, 1983.

HUGHSON & PADILLA
By: Benjamin P. Padilla
By: Frances G. Hughson

 A Santa Fe Industries Company

The rights granted and obligations incurred hereunder shall inure to the benefit of and be binding upon the heirs, executors, administrators, representatives, successors and assigns of the respective parties.

WITNESS our hand and seal this 19th day of FEBRUARY, 1982.

R. L. Bline
R. L. BLINE

Elizabeth Board Bline
ELIZABETH BOARD BLINE

STATE OF NEW MEXICO)
) SS
COUNTY OF CURRY)

The foregoing instrument was acknowledged before me this 19th day of FEBRUARY, 1982, by R. L. Bline and

Elizabeth Board Bline.



OFFICIAL SEAL
W.T. HINES
NOTARY PUBLIC - NEW MEXICO
Notary Bond Filed with Secretary of State
My Commission Expires 4/6/85

W.T. Hines
Notary Public

My Commission Expires:

APRIL 6, 1985

EXHIBIT "A-1"

PLAT OF EASEMENT FOR ROAD RIGHT-OF-WAY
IN THE NW1/4 NE1/4, SECTION 17, TOWNSHIP 17 NORTH, RANGE 12 EAST, N.M.P.M.
SAN MIGUAL COUNTY, NEW MEXICO

DESCRIPTION

A parcel of land being a portion of a tract of land now or formerly owned by R.L. Bline and Elizabeth Board Bline, his wife, being bounded on the North by lands of the State of New Mexico Department of Game and Fish, on the East by lands of Carlos M. Gonzales.

Said parcel being more particularly described as follows:

Beginning at a point on the West line of Tract 1, as shown on the Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos M. Gonzales, dated January 23, 1980, from whence the Northwest corner of said Tract 1 bears North, 58.04 feet; thence,

South, 46.78 feet along the West line of said Tract 1 and the East line of the parcel herein described to a point on the southerly line of said parcel; thence,

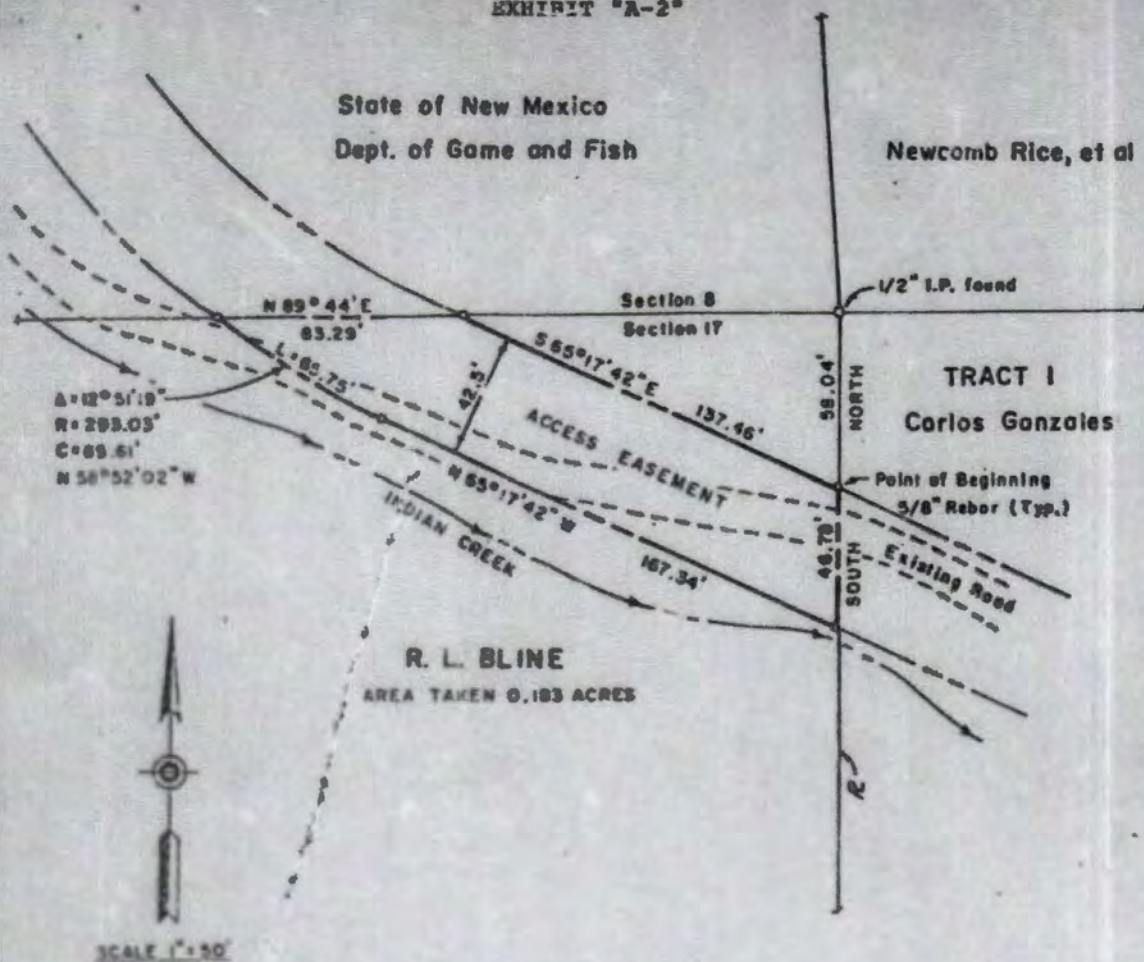
N. 65°17'42" W., 167.34 feet on the southerly line of said parcel to a point of curvature; thence,

Northwesterly, 65.75 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 293.03 feet, a central angle of 12°51'19", and a chord which bears N. 58°52'02" W., 65.61 feet to a point on curve on the North line of said Section 17, T.17N., R.12E., N.M.P.M.; thence,

N. 89°44' E., 83.29 feet on the North line of said Section 17 to a point on the northerly line of said parcel; thence,

S. 65°17'42" E., 137.46 feet on the northerly line of said parcel to the point and place of beginning, containing 0.183 acres, more or less.

EXHIBIT "A-2"



PLAT OF EASEMENT FOR ROAD RIGHT-OF-WAY
IN THE NW1/4 NE1/4 OF
SECTION 17, T.17N, R.12E, N.M.P.M., SAN MIGUEL CO., NEW MEXICO

CERTIFICATE OF SURVEY

I, WILLIAM I. MATOTAN, NEW MEXICO REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR NO. 1593, HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION FROM FIELD NOTES OF AN ACTUAL SURVEY AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IN WITNESS WHEREOF, THIS CERTIFICATE IS EXECUTED AT ALBUQUERQUE, NEW MEXICO, ON THIS 23RD DAY OF Oct. 1980.

William I. Matotan
WILLIAM I. MATOTAN, P.E. & L.S., NO. 1593



WILLIAM MATOTAN & ASSOCIATES, INC.
ENGINEERS
ALBUQUERQUE, NEW MEXICO

ROADWAY RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other considerations in hand paid, the receipt of which is hereby acknowledged, STATE OF NEW MEXICO, DEPARTMENT OF GAME AND FISH, State Capitol Building, Santa Fe, New Mexico 87503, hereinafter referred to as Grantor, does hereby grant, subject to the terms and conditions hereinafter stated, unto CONOCO INC., a Delaware corporation, hereinafter referred to as Grantee, its successors and assigns, a right of way, together with the right to construct (including the right to gravel, construct bridges and culverts and use any other materials that Grantee might elect to place thereon or use in the construction and maintenance thereof), use, maintain, inspect, alter, repair, and operate a roadway fifty (50) feet wide for the transportation of cars, trucks and other equipment and appurtenances as may be necessary or convenient for operation over, through, upon and across the following described land in San Miguel County, State of New Mexico, to-wit:

Township 17 North, Range 12 East, N.M.P.M.

Section 8: E 1/2 SW 1/4, W 1/2 SE 1/4,

together with the rights of ingress and egress to and from said premises, or any of them, for the purposes aforesaid. Grantor is to have the right to fully use and enjoy the above described premises except as to the rights hereinbefore granted.

The terms and conditions of this agreement are as follows:

STATE OF NEW MEXICO)
County of San Miguel SS.
I hereby certify that this instrument
was filed for record on

MAR 03 1982

8:43
Recorded in Book 31-11-12 Page 9199
Notary Public for the State of New Mexico
H. J. [Signature]

Rt. 1, Corral, Sec. 9301 Indian School Rd. NE Alling. NW 11 30 35 71 77.5 71/2

1. This agreement will be in effect commencing upon the date of final execution of this document and so long thereafter as Grantee has need for or contemplates that it will have a need for such right of way, subject to the provision of paragraph 8 hereafter.

2. It is understood that there is an existing roadway across the above described lands and this agreement is intended to and does grant a right of way over such existing roadway, together with the right to maintain and improve such roadway, and to construct bridges and culverts upon the same and to gravel the same, and to widen same (but in no event to a width greater than 50 feet). All improvements or widening of such roadway by Grantee shall be in accordance with the "U.S. Forest Service - Regulation 13 - Minimum Standards for Single Lane Fair Weather Road," a copy of which is attached hereto as Exhibit "A." Provided, however, that the grade design specifications contained in the regulation shall not apply to the roadway to be constructed and maintained hereunder. If the grade design exceeds eight (8) percent, then adequate construction methods must be used to prevent any soil erosion upon the road during its construction and during its use.

3. The Grantee shall construct a steel gate at the southeast entrance to the Grantor's property whereby the Grantor can control unauthorized access to its property.

4. The consideration paid to the Grantor shall cover and include all damages of whatsoever nature to the property of the Grantor caused by the construction, maintenance and use of said roadway, including any damages which may result by reason of the improvement, widening, graveling, construction of bridges and culverts and blasting, if any, necessary therefor, providing that if any damages to the property of Grantor should occur from such activities which are not normally incidental to such activities,

the Grantee agrees to indemnify Grantor and save Grantor harmless from such unusual or unexpected damages.

5. Grantee agrees to indemnify and hold Grantor harmless from claims arising out of or in connection with the exercise and use of the rights granted to Grantee from Grantor which may be asserted by third persons for damages, for injury to persons or property and which are not occasioned by the negligence of Grantor. In addition, Grantee shall indemnify and hold harmless the Grantor from claims of third persons for personal injury or property damage while using the roadway across the property of Grantor unless such claims of injury and damage shall be caused by the negligence of Grantor.

6. It is understood and agreed that Grantee will permit no one other than its employees, contractors and authorized invitees to use such roadway. Grantor shall have the right to use such roadway and to permit others to use such roadway, at the discretion of Grantor. Grantee shall not be liable for any damage caused to such roadway or to the properties of Grantor, by or arising out of the use of such roadway by Grantor or a permittee of Grantor.

7. It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter not herein expressed.

8. At such time as Grantee has no need or contemplates that it will not have a need for the right of way granted herein, Grantee shall restore the roadway to its original width of approximately fifteen (15) feet. Grantee shall restore the remaining area of the right of way by necessary grading and seeding or use of other suitable material at which time this agreement shall terminate.

9. This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said easement, rights, and rights of way unto the said Grantee, its successors and assigns, until said easement be executed, and so long thereafter as the same shall be useful and necessary for the above named purposes but subject to the express limitations herein.

Executed this 20th day of August, 19 80.

OFFICIAL SEAL

Cita R. Sanchez

CITA R. SANCHEZ

CLERK PUBLIC - STATE OF NEW MEXICO

My Commission Expires 9-28-83

STATE OF NEW MEXICO
DEPARTMENT OF GAME AND FISH

By *Harold F. Olson*

CONOCO INC.

By *London H. Mayberry* *PL 72*

STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.

On this 20 day of August, 1980, before me, the undersigned Notary Public, personally appeared Arnold F. Olson, known to me personally and who being by me duly sworn, did say that he is Director of the New Mexico Department of Game and Fish, an agency organized under the laws of the State of New Mexico, that said instrument was signed and sealed on behalf of said agency by authority of the State Game Commission and said Arnold F. Olson acknowledged that said instrument is the free act and deed of said agency.



IN WITNESS WHEREOF, I hereto affix my name and official seal.
OFFICIAL SEAL
ROBERT A. LEES
NOTARY PUBLIC NEW MEXICO
My commission expires: 11/8/82

STATE OF Colorado)
COUNTY OF Denver) ss.

On this 2nd day of September, 1980, before me, the undersigned Notary Public, personally appeared Gordon H. Mayberry, known to me personally, who executed the foregoing instrument in behalf of Conoco Inc. and acknowledged that he executed the same as the free act and deed of said corporation.



IN WITNESS WHEREOF, I hereto affix my name and official seal.

My commission expires: August 29, 1982

U. S. FOREST SERVICE — REG. 13 MINIMUM STANDARDS FOR SINGLE LANE FOREST LEATHER ROAD

DESIGN CRITERIA

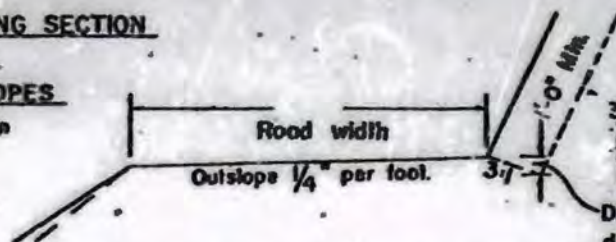
EXHIBIT "A"

Grade — Maximum of 8% unless approved in writing by the Forest Service.
Alignment — Minimum radius 50 ft.

TYPICAL GRADING SECTION

FILL SLOPES

1 1/2:1 Common
1 1/2:1 Rock



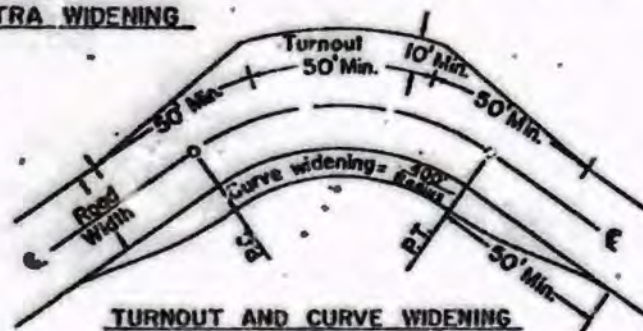
CUT SLOPES

1:1 — Common, 0-55% Side Slopes.
3/4:1 — Common, over 55% Side Slopes.
1/2:1 — Hardpan — Soft rock.
1/4:1 — Solid rock.

Ditch only where required for adequate drainage.

Side cast on contour grade line permitted except where topography is so broken that designed end haul is necessary to obtain reasonable minimum alignment standard.

EXTRA WIDENING



TURNOUT AND CURVE WIDENING

WIDENING ON FILL

Height of fill of Shoulder	Widen each Shoulder
0' - 6' (1 1/2:1 Fill Slopes)	1' - 0"
Over 6' (1 1/2:1 Fill Slopes)	2' - 0"

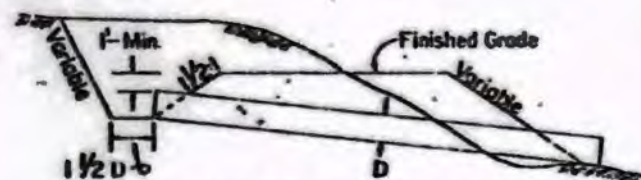
TURNOUT SPACING

Turnouts to be located on blind curves and supplemented between blind curves as necessary to keep spacing less than 1,000 ft.

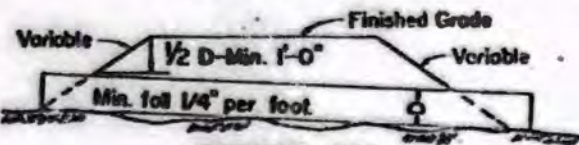
SURFACING

Spot surface with selected material where needed.

CULVERTS



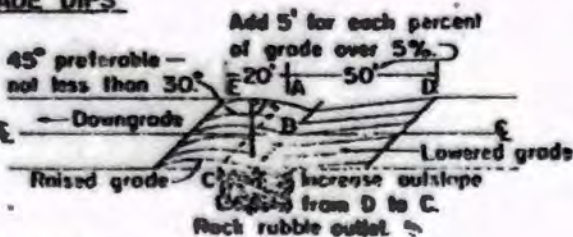
SIDEHILL INSTALLATION



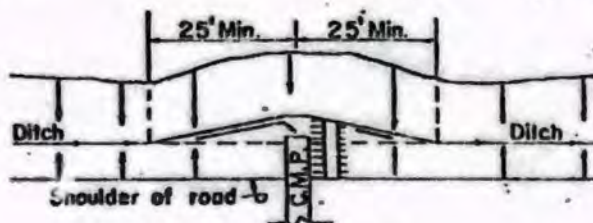
THROUGH FILL

All culverts must discharge at natural ground level unless slope under pipe is protected by rock fill.
Gradient of culverts on Sidehill Installation not less than approaching ditch gradient.

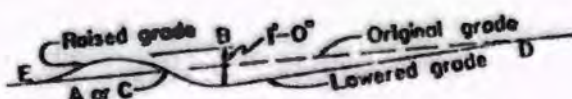
GRADE DIPS



R3-7100-B5 (8/66)



SIDEHILL INSTALLATION



Grade Dips may be used in lieu of culverts ordinarily used for ditch relief.

For spacing of Grade Dips and Ditch Relief Culverts see F.S.M. 5613.54.

NOV 11 1966

AFFIDAVIT OF AGREEMENT FOR EASEMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

W. T. Hines, being first duly sworn upon his oath, deposes and states:

That he is an agent of Conoco Inc., which corporation is "buyer" in that certain Agreement for Easement dated the 8th day of May, 1980 between said Conoco Inc., and Rubin Rodriguez and Mary E. G. Rodriguez, his wife, as "sellers," pertaining to lands in the NE1/4, NE1/4 of Section 17, T17N, R12E, N.M.P.M., San Miguel County, New Mexico.

That Exhibit "B" (Roadway Easement) attached to and a part of the aforesaid Agreement for Easement is the same Exhibit "B" attached hereto for the purpose of recording into the records of the Clerk of the County of San Miguel Miguel, New Mexico.

W. T. Hines, agent for Conoco Inc.

State of New Mexico)
County of Bernalillo) ss

The foregoing affidavit was sworn to, subscribed and acknowledged before me this 23rd day of February, 1982 by W. T. Hines.

My Commission Expires:

September 27, 1984

Notary Public

STATE OF NEW MEXICO)
County of San Miguel) SS.
I hereby certify that this instrument
was filed for record on

MAR 03 1982

at 8:40 O'clock P.M. and was duly
recorded in Book 328 Misc. page 9195
Witness my hand and seal of office
John D. Hughes County Clerk
Alexander C. Williams Deputy

1. *Formosa* San Antonio Island, N. P. I. Jan. 21, 1902

EXHIBIT "B"

Attached and made a part of that certain Agreement For Easement dated the 24th day of May, 1960, by and day of _____, 1960, by and between RUBEN RODRIGUEZ and MARY E.G. RODRIGUEZ, his wife, as Sellers, and COMOCO, INC., pertaining to lands in San Miguel County, New Mexico.

ROADWAY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and other valuable consideration, including the provisions of this Agreement, we, RUBEN RODRIGUEZ and MARY E.G. RODRIGUEZ, his wife, hereinafter referred to as "Grantors," do hereby grant, subject to the terms and conditions hereinafter stated, unto COMOCO, INC., a Delaware corporation, hereinafter referred to as "Grantee," its successors and assigns, a perpetual, full and unrestricted easement and right-of-way, together with the right to construct and use, maintain, inspect, alter, repair and operate a roadway and construct appurtenances as may be necessary or convenient for operation over, through, upon and across the following-described lands in San Miguel County, State of New Mexico, to-wit:

As more particularly described in Exhibits 1 & 2 hereto attached and made a part hereof.

Together with the rights of ingress and egress to and from said premises, or any of them, for the purposes aforesaid. Grantors are to have the right to fully use and enjoy the above-described premises, except as to the rights hereinabove granted. Grantors reserve the right to joint and common use with others of the above-described easement and is not a grant of an exclusive use by Grantee.

LAW OFFICE
RUBEN RODRIGUEZ
302 LAST PALACE AVE.
P. O. BOX 1403
SANTA FE, N. M. 87301

William L. Matotan
WILLIAM L. MATOTAN, P.E. & L.S., NO. 1593



EXHIBIT "B"

APR 26 1960

WILLIAM MATOTAN & ASSOCIATES INC - ENGINEERS
ALBUQUERQUE, NEW MEXICO

The terms and conditions of this Roadway Easement are as follows:

1. This agreement is intended to and does grant a right-of-way, together with the right to construct (including the right to oil, gravel, construct bridges and culverts and use any other materials that Grantee might elect to place thereon or use in the construction and maintenance thereof), use, maintain, inspect, alter, repair and operate a roadway forty-two and one-half feet (42 1/2') wide for the passage of cars, trucks and other equipment and appurtenances as may be necessary or convenient for operation over, through, upon and across the above-described lands, together with the rights of ingress and egress to and from such lands, or any of them, for the purposes aforesaid. The approximate location of such roadway will be as shown on the survey plat attached hereto as Exhibit "2." Grantee shall have the right to improve, reconstruct and widen said roadway at anytime, except the width shall not exceed the above-stated width.

2. The Grantee shall save Grantors harmless from all damages of whatsoever nature to the property of the Grantors caused by the construction, maintenance and use of said roadway by Grantee and its authorized agents and invitees.

3. Grantee agrees to indemnify and hold Grantors harmless from claims arising out of or in connection with the exercise and use of the rights granted to Grantee from Grantors hereunder which may be asserted by third persons for damages, for injury to persons or property, and which are not occasioned by the negligence of Grantors.

4. This agreement shall remain in force and effect until said easement is exercised and as long thereafter as Grantee shall have need thereof, or so long as Grantee contemplates

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William J. Matotan
WILLIAM J. MATOTAN, P.E. & L.S., NO. 1593



WILLIAM MATOTAN & ASSOCIATES INC - ENGINEERS
ALBUQUERQUE, NEW MEXICO

Exhibit 1

SEP 26 1983

future need thereof. At such time as Grantee no longer needs or contemplates a need for the right-of-way and easement herein granted for Grantee's exploration, development and mining operations in the area, Grantee agrees to quitclaim all rights herein granted to Grantor or Grantor's successors and assigns.

5. The agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD such easement, rights, and rights-of-way unto the said Grantee, in accordance with the terms and conditions of this agreement.

EXECUTED this 21st day of AUGUST, 1980.

GRANTORS:

Ruben Rodriguez
RUBEN RODRIGUEZ

Mary E.G. Rodriguez
MARY E.G. RODRIGUEZ

GRANTEE:

CONOCO, INC., a Delaware corporation

BY: Warden H. Thompson
Its Attorney In Fact

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FL)

The foregoing instrument was acknowledged before me this 21st day of AUGUST, 1980, by Ruben Rodriguez and Mary E.G. Rodriguez his wife.

W. J. Matotan
NOTARY PUBLIC



3-31-84

-3-

William J. Matotan
WILLIAM J. MATOTAN, P.E. & L.S., NO. 1593



EXHIBIT "1"

SEP 26 1980

WILLIAM MATOTAN & ASSOCIATES INC - ENGINEERS
ALBUQUERQUE, NEW MEXICO

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me
this 5 day of September, 1980, by Stephen L. Mayberry
(Name)
Attorney at Law, of Conoco, Inc., a Delaware
(Title)
corporation, on behalf of said corporation.

Donald W. Barlow
NOTARY PUBLIC

MY COMMISSION EXPIRES:

SEP 28 1983

-4-

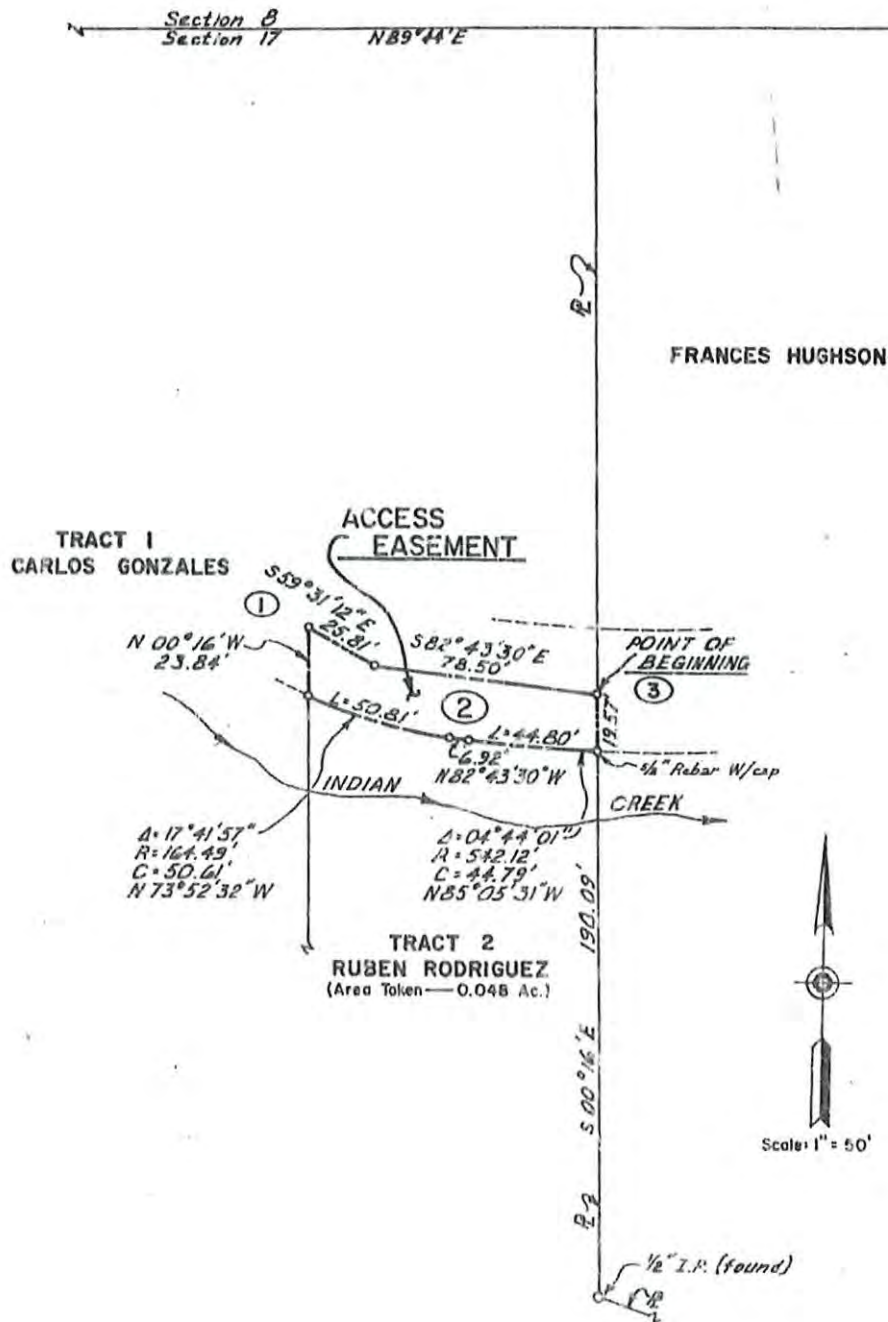
William L. Matotan

WILLIAM L. MATOTAN, P.E. & L.S., NO. 1593

EXHIBIT "1"

SEP 28 1983

WILLIAM MATOTAN & ASSOCIATES INC - ENGINEERS
ALBUQUERQUE, NEW MEXICO



PLAT OF EASEMENT FOR ROAD RIGHT-OF-WAY
IN THE NE 1/4, NE 1/4 OF
SECTION 17, T.17 N., R.12 E., N.M.P.M., SAN MIGUEL CO., NEW MEXICO

CERTIFICATE OF SURVEY

I, WILLIAM I. MATOTAN, NEW MEXICO REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR NO. 1593, HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION FROM FIELD NOTES OF AN ACTUAL SURVEY AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IN WITNESS WHEREOF, THIS CERTIFICATE IS EXECUTED AT ALBUQUERQUE, NEW MEXICO, ON THIS 6th DAY OF June 1980.

William I. Matotan

WILLIAM I. MATOTAN, P.E. & L.S., NO. 1593



PARCEL TAKEN FROM RODRIGUEZ PROPERTY

PLAT OF EASEMENT FOR ROAD RIGHT-OF-WAY IN THE NE1/4 NE1/4, SECTION 17,
TOWNSHIP 17 NORTH, RANGE 12 EAST, NEW MEXICO PRINCIPLE MERIDIAN, SAN
MIGUEL COUNTY, NEW MEXICO.

DESCRIPTION

A parcel of land being a portion of Tract 2, as shown on Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos N. Gonzales, dated January 23, 1980, situate in the NE1/4 NE1/4 of Section 17, T.17N., R.12E., N.M.P.M., San Miguel County, New Mexico.

Said parcel being more particularly described as follows:

Beginning at a point being the northeast corner of said Tract 2 as shown on the Amended Certificate of Survey, January 23, 1980, and the parcel herein described; thence,

S.00°16'E., 19.57 feet on the east line of Tract 2 to a Point on Curve and the southeast corner of the parcel herein described; thence,

Northwesterly, 44.80 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 542.12 feet, a central angle 04°44'01" and a chord which bears N.85°05'31"W., 44.79 feet to a Point of Tangency; thence,

N.82°43'30"W., 6.92 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 50.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 164.49 feet, a central angle of 17°41'57", and a chord which bears N.73°52'32"W., 50.61 feet to a Point on Curve and the westerly line of said Tract 2, and the southwest corner of the parcel herein described; thence,

N.00°16'W., 23.84 feet on the westerly line of said Tract 2 to a point, said point being the northwest corner of said Tract 2 and the parcel herein described; thence,

S.59°31'12"E., 25.81 feet on the northerly line of said Tract 2 and the parcel herein described; thence,

S.82°43'30"E., 78.50 feet on the northerly line of said Tract 2 and the parcel herein described, to the northeast corner of Tract 2 and the parcel herein described being the Point and Place of Beginning, and containing 0.048 acres more or less.

AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into in duplicate this 1st day of May, 1980, by and between RUBEN RODRIGUEZ and MARY E.G. RODRIGUEZ, his wife, as "Sellers," and CONOCO, INC., a Delaware Corporation, 9301 Indian School Road, NE, Suite 210, Albuquerque, New Mexico 87112, hereinafter called "Buyer";

WITNESSETH:

WHEREAS, Sellers are the owners of certain real estate more particularly described as Tract 2 on that certain plat of survey thereof, copy of which plat of survey is hereto attached and made a part hereof, which real estate is located in Section 17, Township 17 North, Range 12 East, N.M.P.M., and within the County of San Miguel and State of New Mexico and in the vicinity of Indian Creek in said county and state, and, whereas, the Sellers warrant that they have fee simple title to the surface said land described as Tract 2 on said plat of survey, and, whereas, Buyer wishes to acquire and purchase from the said Sellers a right-of-way easement over and across that land owned by Sellers hereinabove more particularly identified, and the parties having arrived at a mutual understanding;

IT IS, THEREFORE, AGREED BY THE PARTIES as follows:

1. Sellers will grant a Forty-Two and One-Half foot (42 1/2) roadway easement to Buyer over that certain portion of Sellers' property hereinabove identified, from a point on the west boundary of Sellers' property and for a distance of 104.31 feet, more or less, to the eastern boundary of the property in said survey parcel described, and in consideration of the grant of said roadway easement, Buyer will pay unto Sellers the following consideration:

- a) Buyer will have constructed and erected a six-foot (6') high chain-link fence along the southern side of the roadway easement to be granted with one (1) three-foot (3') wide gate and one (1) twenty-foot (20') wide gate at such places to be indicated by Sellers;
- b) Buyer shall have constructed a cattle guard at the east boundary line of Sellers' property at the point where the roadway easement intersects the east boundary of Sellers' property. Buyer shall also construct or have constructed a gate at the intersection of the easement and State Highway #63, which gate shall be locked at all times, and shall furnish Sellers a set of keys so that Sellers may have ease access into their property through said gate;
- c) Buyer shall build and have said roadway constructed at its own expense, which roadway shall be an all-weather road for the use of the Buyer and Sellers and others in common, and shall be constructed of such material and maintained in such condition so that it will provide easy passage of heavy trucks and equipment to be used by Buyer, and Buyer shall maintain said roadway passable at all times; said road shall be constructed by Buyer at such time as Buyer determines that the need therefor is justified;
- d) Buyer shall have the roadway easement to be granted by Sellers surveyed at its actual location, and shall have the exterior-boundary survey completed within thirty (30) days of date of this Agreement, and the grant of roadway easement shall have as its legal description that which will be shown on the plat of survey to be prepared by Buyer, as hereinabove stated;

- e) Buyer shall save Sellers harmless from any damages caused to persons or property while the roadway is being constructed and shall be responsible for any damage to Sellers' property caused as a result of the construction of the roadway;
- f) Buyer shall pay unto Sellers the sum of Fourteen Thousand Dollars (\$14,000.00) in cash, which sum shall be paid on or before June 1, 1980.
- g) Buyer shall construct and have erected a six foot (6) high chain-link fence along the eastern boundary of Sellers' property from a point where the Sellers' east boundary intersects the south boundary of the easement herein contracted for and from said point in a southerly direction along a bearing of N. 00° 16' W. a distance of one hundred fifty feet (150'), more or less.
- h) Buyers shall remove from Tract 1, as shown on the above-mentioned plat of survey, dirt and soil and shall place it on Tract 2, above referred to, between the creek and the north side of the hill and shall level said Tract 2 and place said soil so that said Tract 2 shall drain in a northerly direction into the creek. It is understood that no large rocks or boulders shall be placed on Tract 2.
- i) The obligations of Buyer under sub-paragraphs 1(a), (b), (g) and (h) shall be performed by Buyer on or before August 30, 1980.

2. The roadway easement to be granted by Sellers to Buyer shall be forty-two and one-half feet (42 1/2') in width and

3. This Agreement and the grant of roadway easement shall be executed and put into effect within twenty (20) days of date hereof.

IN WITNESS WHEREOF, we have affixed our hands and seals
the day and year first above written.

MARY E. G. RODRIGUEZ, Seller

BY: Gordon H. Mayberry
Gordon H. Mayberry, Attorney in Fact

The foregoing instrument was acknowledged before me this 8TH day of MAY, 1980, by Ruben Rodriguez and ~~Mary E.G.~~ Rodriguez, his wife, Sellers herein.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

3-31-84

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 27th day of May, 1980, by Gordon H. Mayberry Attorney in Fact of Conoco, Inc., a Delaware Corporation, on behalf of said corporation.

Valerie Senstrom
NOTARY PUBLIC

MY COMMISSION EXPIRES:

August 29, 1982

STATE OF COLORADO)
COUNTY OF DENVER) ss.

I hereby certify that the above is a true, full and correct copy of the original Agreement for Easement.

Witness my hand and official seal this 27th day of May, 1980.

Valerie Senstrom
Notary Public

My commission will expire; August 29, 1982

BLR 2 f

EXHIBIT "B"

Attached and made a part of that certain Agreement For Easement dated the 8th day of May 1980 day of _____, 1980, by and between RUBEN RODRIGUEZ and MARY E.G. RODRIGUEZ, his wife, as Sellers, and CONOCO, INC., pertaining to lands in San Miguel County, New Mexico.

ROADWAY EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged, and other valuable consideration, including the provisions of this Agreement, we, RUBEN RODRIGUEZ and MARY E.G. RODRIGUEZ, his wife, hereinafter referred to as "Grantors," do hereby grant, subject to the terms conditions hereinafter stated, unto CONOCO, INC., a Delaware corporation, hereinafter referred to as "Grantee," its successor and assigns, a perpetual, full and unrestricted easement and right-of-way, together with the right to construct and use, maintain, inspect, alter, repair and operate a roadway and construct appurtenances as may be necessary or convenient for operation over, through, upon and across the following-described lands in San Miguel County, State of New Mexico, to-wit:

As more particularly described in Exhibits 1 & 2 hereto attached and made a part hereof.

Together with the rights of ingress and egress to and from said premises, or any of them, for the purposes aforesaid. Grantors are to have the right to fully use and enjoy the above-described premises, except as to the rights hereinabove granted. Grantor reserve the right to joint and common use with others of the above-described easement and is not a grant of an exclusive use by Grantee.

The terms and conditions of this Roadway Easement are as follows:

1. This agreement is intended to and does grant a right-of-way, together with the right to construct (including the right to oil, gravel, construct bridges and culverts and use any other materials that Grantee might elect to place thereon or use in the construction and maintenance thereof), use, maintain, inspect, alter, repair and operate a roadway forty-two and one-half feet (42 1/2') wide for the passage of cars, trucks and other equipment and appurtenances as may be necessary or convenient for operation over, through, upon and across the above-described lands, together with the rights of ingress and egress to and from such lands, or any of them, for the purposes aforesaid. The approximate location of such roadway will be as shown on the survey plat attached hereto as Exhibit "2." Grantee shall have the right to improve, reconstruct and widen said roadway at anytime, except the width shall not exceed the above-stated width.

2. The Grantee shall save Grantors harmless from all damages of whatsoever nature to the property of the Grantors caused by the construction, maintenance and use of said roadway by Grantee and its authorized agents and invitees.

3. Grantee agrees to indemnify and hold Grantors harmless from claims arising out of or in connection with the exercise or use of the rights granted to Grantee from Grantors hereunder which may be asserted by third persons for damages, for injury to persons or property, and which are not occasioned by the negligence of Grantors.

4. This agreement shall remain in force and effect until said easement is exercised and as long thereafter as Grantee shall have need thereof, or so long as Grantee contemplates

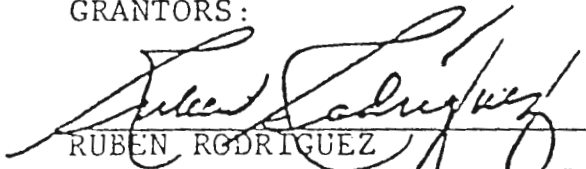
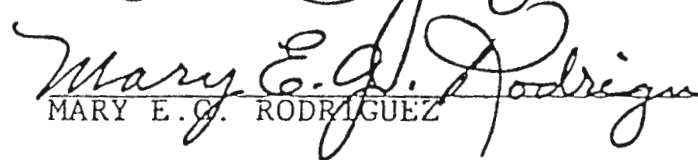
future need thereof. At such time as Grantee no longer needs or contemplates a need for the right-of-way and easement herein granted for Grantee's exploration, development and mining operations in the area, Grantee agrees to quitclaim all rights herein granted to Grantor or Grantor's successors and assigns.

5. The agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD such easement, rights, and rights-of-way unto the said Grantee, in accordance with the terms and conditions of this agreement.

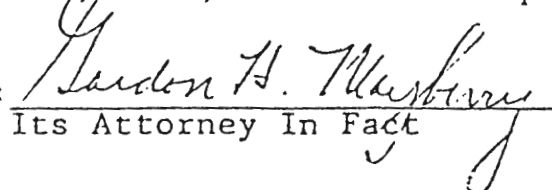
EXECUTED this 21st day of August, 1980.

GRANTORS:


RUBEN RODRIGUEZ

MARY E.G. RODRIGUEZ



GRANTEE:

CONOCO, INC., a Delaware corpora

BY: 
Its Attorney In Fact

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 21st day of AUGUST, 1980, by Ruben Rodriguez and Mary E.G. Rodriguez, his wife.


NOTARY PUBLIC


MY COMMISSION EXPIRES:

3-31-84

STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me
this 5 day of September, 1980, by Stephen H. Mestrich
(Name)
Attorney at Law, of Conoco, Inc., a Delaware
(Title)
corporation, on behalf of said corporation.

Lucy P. Barker
NOTARY PUBLIC

MY COMMISSION EXPIRES:

June 30 1983

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

I hereby certify that the above is a true, full and
correct copy of the original Exhibit "B" Roadway Easement
for Ruben Rodriguez and Mary E.G. Rodriguez.

Witness my hand and official seal this 10th day of
September, 1980.



OFFICIAL SEAL

Signature

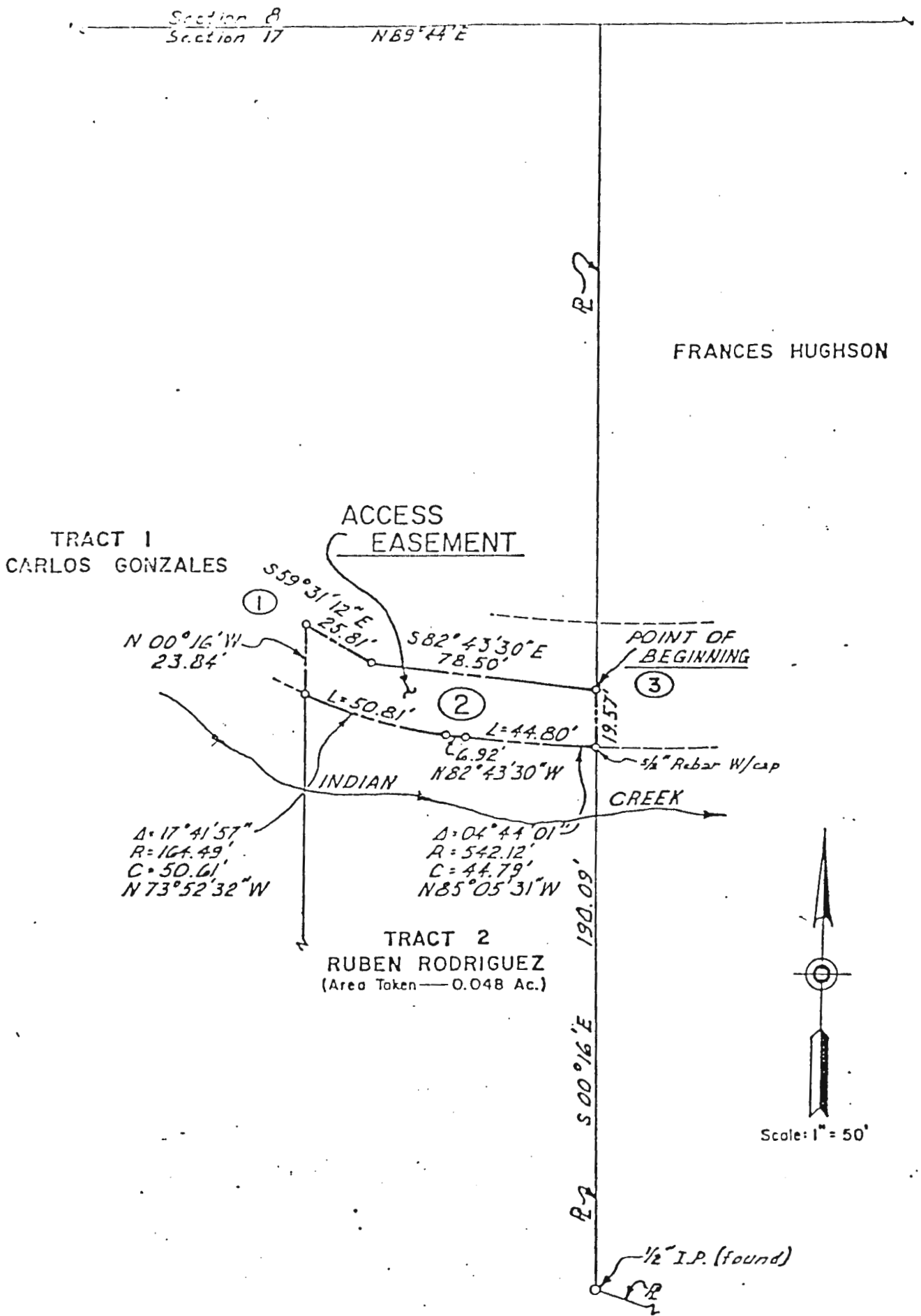
Peggy J. White
PEGGY J. WHITE

NOTARY PUBLIC - NEW MEXICO

Notary Bond Filed with Secretary of State

My Commission Expires: March 7 1983

Notary Public



PLAT OF EASEMENT FOR ROAD RIGHT-OF-WAY
IN THE NE 1/4, NE 1/4 OF
SECTION 17, T.17N., R.12E., N.M.P.M., SAN MIGUEL CO., NEW MEXICO

CERTIFICATE OF SURVEY

I, WILLIAM I. MATOTAN, NEW MEXICO REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR NO. 1593, HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION FROM FIELD NOTES OF AN ACTUAL SURVEY AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IN WITNESS WHEREOF, THIS CERTIFICATE IS EXECUTED AT ALBUQUERQUE, NEW MEXICO, ON THIS 6TH DAY OF June 1980.

William I. Matotan

WILLIAM I. MATOTAN, P.E. & L.S., NO. 1593



QUITCLAIM DEED

Conoco Inc., a Delaware corporation, 555 17th Street, Denver, Colorado 80202, for consideration paid, quitclaims to Santa Fe Mining, Inc., a Kansas corporation 4801 Indian School Road, N.E., Suite 200, P.O. Box 3588, Albuquerque, New Mexico 87190, the unpatented lode mining claims and right of way easements described on Exhibit "A" in Santa Fe and San Miguel Counties, New Mexico.

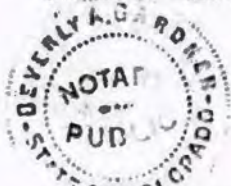
Effective this 7th day of December, 1982.

CONOCO INC.

By: Gordon H. Mayberry *GHM*
Gordon H Mayberry
Attorney in Fact

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

On the 2nd day of December, 1982, personally appeared before me, a notary public, Gordon H. Mayberry, Attorney in Fact for Conoco Inc. who acknowledged that he executed the above instrument freely and voluntarily, as the act of said corporation, for the uses and purposes therein mentioned.



Beverly A. Gardner
Notary Public

My commission expires: July 30, 1983

STATE OF NEW MEXICO)
County of San Miguel ss.
I hereby certify that this instrument was filed for record on

APR 19 1983

9:34 a.m. 5168
received in Book 224 of Deeds
Witness my hand and seal of office
Deborah L. Burt County Clerk
By Deborah L. Burt Deputy

513,503
COUNTY OF SANTA FE
STATE OF NEW MEXICO
FILED
APR 19 1983
83 10:53 a.m.
758-765 459

Court Clerk
Margaret A. Bow

Ret: Santa Fe Mining, Inc. P.O. Box 3588 Albuquerque, NM 87190

Attached hereto and made a part of the QUITCLAIM DEED dated the 7 day of December, 1982, between Conoco Inc. and Santa Fe Mining, Inc.

1. Unpatented lode mining claims owned by Conoco Inc. (formerly Continental Oil Company), located in Santa Fe and San Miguel Counties, New Mexico, and described as follows:

Names of Claims	BLM Serial.Nos	Location Certificates Recorded		County
		Book	Page(s)	
PEC No. 7	54851	314	523	Santa Fe
PEC No. 9	54853	314	525	Santa Fe
PEC No. 11	54855	314	527	Santa Fe
PEC Nos. 13-18	54857-54862	314	529-534	Santa Fe
PEC Nos. 19-22	8842-8845	351	989-992	Santa Fe
PEC Nos. 23-44	54863-54884	314	535-556	Santa Fe
PEC Nos. 67-77	54907-54917	314	575-585	Santa Fe
Amended No. 72		382	416	Santa Fe
PEC No. 79	45918	314	586	Santa Fe
PEC Nos. 408-412	55026-55030	228	630-634	San Miguel
PEC Nos. 413-416	8846-8849	351	384-387	Santa Fe
PEC Nos. 417-460	8850-8893	228	3706-3749	San Miguel
PEC Nos. 461-491	8894-8924	228	3824-3854	San Miguel
Amended No. 462		228	8453	San Miguel
PEC Nos. 497-517	8925-8945	228	3855-3875	San Miguel
Amended Nos. 497-503		228	8454-8460	San Miguel
PEC No. 519	8946	228	3876	San Miguel
PEC No. 520-522	8947-8949	228	3750-3752	San Miguel
PEC Nos. 523-539	8950-8966	228	3877-3893	San Miguel
PEC Nos. 540-543	8967-8970	228	3753-3756	San Miguel
PEC Nos. 549-553	8976-8980	351	379-383	Santa Fe
PEC No. 554	8981	228	3757	San Miguel &
		352	371	Santa Fe
PEC No. 555	8982	228	3758	San Miguel &
		352	370	Santa Fe
PEC Nos. 560-562	99430-99432	228	7385-7387	San Miguel
PEC Nos. 563-571	100368-100376	228	7478-7486	San Miguel
Amended Nos. 564-570		228	8808-8814	San Miguel
Amended No. 571		228	8461	San Miguel
PEC Nos. 572-579	112493-112500	430	312-327	Santa Fe
PEC Nos. 580-582	100377-100379	410	215-220	Santa Fe
PEC Nos. 583-584	112501-112502	430	328-331	Santa Fe
	585 112504	430	332-333	Santa Fe
PEC Nos. 586-591	100380-100385	410	221-232	Santa Fe
PEC Nos. 592-593	112503-112505	430	334-337	Santa Fe
PEC Nos. 654-655	112506-112507	430	338-341	Santa Fe
PEC No. 658	112510	228	8815	San Miguel

These claims are located in:

Township 17 North, Range 12 East
Sections 5, 6, 7, 8

Township 18 North, Range 11 East
Sections 25, 26, 35, 36

Township 18 North, Range 12 East
Sections 31, 32, 33

Township 18 North, Range 12 East
Sections 31, 32, 33

Location Certificates

	M Serial.Nos	Repor e	Book	Page(s)	County
PEC Nos. 1-6	NH MC 54845-54850	314	517-522	MCR Santa Fe	
PEC No. 8	NH MC 54852	314	524	" Santa Fe	
PEC No. 10	NH MC 54854	314	526	" Santa Fe	
PEC No. 12	NH MC 54856	314	528	" Santa Fe	
PEC Nos. 45-48	NH MC 54885-54888	314	557-560	" Santa Fe	
Amended No. 45		382	413	" Santa Fe	
PEC No. 49	NH MC 54889	317	725	" Santa Fe	
PEC No. 50	NH MC 54890	314	561	" Santa Fe	
PEC No. 51	NH MC 54891	317	726	" Santa Fe	
PEC No. 52	NH MC 54892	314	562	" Santa Fe	
PEC Nos. 53-57	NH MC 54893-54897	314	563-567	" Santa Fe	
PEC No. 58	NH MC 54898	317	727	" Santa Fe	
Amended		382	414	" Santa Fe	
PEC No. 59	NH MC 54899	314	568	" Santa Fe	
PEC No. 60	NH MC 54900	317	728	" Santa Fe	
Amended		382	415	" Santa Fe	
PEC Nos. 61-64	NH MC 54901-54904	314	569-572	" Santa Fe	
PEC Nos. 65,66	NH MC 54905,54906	314	573,574	" Santa Fe	
PEC Nos. 95-100	NH MC 54919-54924	314	587-592	" Santa Fe	
PEC Nos. 95-100		228	8463-8465	" San Miguel	
PEC Nos. 101-152	NH MC 54925-54976	313	747-799	" Santa Fe	
Amended Nos. 106,126, 128,131-138,150,152		382	417-429	" Santa Fe	
PEC No. 153	NH MC 54977	314	731	" Santa Fe	
PEC Nos. 154-161	NH MC 54978-54985	313	800-807	" Santa Fe	
PEC Nos. 162-164	NH MC 54986-54988	314	732-734	" Santa Fe	
PEC Nos. 165-167	NH MC 54989-54991	313	811-813	" Santa Fe	
PEC No. 168	NH MC 54992	314	735	" Santa Fe	
Amended		382	430	" Santa Fe	
PEC Nos. 169, 170	NH MC 54993-54994	313	815-816	" Santa Fe	
Amended No. 170		382	431	" Santa Fe	
PEC Nos. 171-178	NH MC 55005-55002	314	593-600	" Santa Fe	
PEC Nos. 185-199	NH MC 55003-55017	314	601-615	" Santa Fe	
Amended Nos. 185-198		382	432-445	" Santa Fe	
PEC Nos. 400-402	NH MC 55018-55020	314	616-618	" Santa Fe &	
		228	8466-8468	" San Miguel	
PEC Nos. 403-405	NH MC 55021-55023	228	626-628	" San Miguel	
PEC Nos. 403-404		426	811-812	" Santa Fe	
Amended No. 405		228	5748	" San Miguel &	
		382	446	" Santa Fe	
PEC No. 406	NH MC 55024	426	813	" Santa Fe &	
		228	8469	" San Miguel	
PEC No. 407	NH MC 55025	228	629	" San Miguel	
Amended		228	5749	" San Miguel	
PEC Nos. 656-657	NH MC 112508-112509	430	342-345	" Santa Fe	
PEC No. 670	NH MC 112511	430	346-347	" Santa Fe	
PEC No. 671	NH MC 112512	228	8816	" San Miguel	
PEC No. 672	NH MC 112513	430	348-349	" Santa Fe	

These claims are located in:

Township 17 North, Range 11 East
Sections 1,2,11,12,13,14,22,23,24,26,27

Township 17 North, Range 12 East
Section 7

NAME OF CLAIM	SERIAL NUMBERS	BOOK	PAGE	COUNTY
DOC 1,2	NH MC 100329-100330	410	155-158	Santa Fe
DOC 3	NH MC 100331	228	7469	San Miguel
DOC 4-10	NH MC 100332-100338	410	159-172	Santa Fe
DOC 11,12	NH MC 100339-100340	228	7470-7471	San Miguel
DOC 13-19	NH MC 100341-100347	410	173-186	Santa Fe
DOC 20,21	NH MC 100348-100349	228	7472-7473	San Miguel
DOC 22-28	NH MC 100350-100356	410	187-200	Santa Fe
DOC 29,30	NH MC 100357-100358	228	7474-7475	San Miguel
DOC 31-37	NH MC 100359-100365	410	201-214	Santa Fe
DOC 38,39	NH MC 100366-100367	228	7476-7477	San Miguel
DOC 40-46	NH MC 100368-100374	410	019-032	Santa Fe
DOC 47,48	NH MC 100375-100380	228	7462-7463	San Miguel
DOC 49-55	NH MC 100381-100387	410	033-046	Santa Fe
DOC 56,57	NH MC 100388-100389	228	7464-7465	San Miguel
DOC 58-64	NH MC 100390-100396	410	047-060	Santa Fe
DOC 65,66	NH MC 100397-100403	228	7466-7467	San Miguel
DOC 67-73	NH MC 100404-100410	414	041-054	Santa Fe

These claims are located in:

Township 18 North, Range 11 East, NMPM - Santa Fe County
Sections 13,14,23,24,25 and 26

Township 18 North, Range 12 East, NMPM - San Miguel County
Sections 18,19, and 30

2. Agreement for Easement dated the 8th of May, 1980, between Ruben Rodriguez and Mary E.G. Rodriguez, husband and wife, as Sellers, and Conoco Inc. as Buyer, an affidavit of which is recorded at Book 228, page 9195, of the Miscellaneous Records of San Miguel County, New Mexico, granting the following described right of way easement in San Miguel County, New Mexico:

A parcel of land being a portion of Tract 2, as shown on Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos N. Gonzales, dated January 23, 1980, situate in the NE1/4 of Section 17, T17N, R12E, NMPM, San Miguel County, New Mexico.

Said parcel being more particularly described as follows:

Beginning at a point being the northeast corner of said Tract 2 as shown on the Amended Certificate of Survey, January 23, 1980, and the parcel herein described; thence,

S.00°16'E., 19.57 feet on the east line of Tract 2 to a Point on Curve and the southeast corner of the parcel herein described; thence,

Northwesterly, 44.80 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 542.12 feet, a central angle 04°44'01" and a chord which bears N.85°05'31"W., 44.79 feet to a Point of Tangency; thence,

N.82°43'30"W., 6.92 feet on the southerly line of said parcel to a point of Curvature; thence,

Northwesterly, 50.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 164.49 feet, a central angle of 17°41'57", and a chord which bears N.73°52'32"W., 50.61 feet to a Point on Curve and the westerly line of said Tract 2, and the southwest corner of the parcel herein described; thence,

N.00°16'W., 23.84 feet on the westerly line of said Tract 2 to a point, said point being the northwest corner of said Tract 2 and the parcel herein described; thence,

S.59°31'12"E., 25.81 feet on the northerly line of said Tract 2 and the parcel herein described; thence,

S.82°43'30"E., 78.50 feet on the northerly line of Tract 2 and the parcel herein described, to the northeast corner of Tract 2 and the parcel herein described being the Point and Place of Beginning, and containing 0.048 acres more or less.

3. Agreement for Easement dated the 8th day of May, 1980, between Carlos N. Gonzales and Mary Gonzales, husband and wife, as Sellers, and Conoco Inc., as Buyer, an affidavit of which is recorded at Book 226, page 9197, of the Miscellaneous Records of San Miguel County, New Mexico, granting the following described right of way easement in San Miguel County, New Mexico:

A parcel of land being a portion of Tract 1 as shown on Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos N. Gonzales, dated January 23, 1980, situate in the NE1/4 NE1/4 of Section 17, T17N, R12E, NMPN, San Miguel County, New Mexico.

Said parcel being more particularly described as follows:

Beginning at the northwest corner of the parcel herein described, said northwest corner being a point on the westerly boundary line of said Tract 1, as shown on Amended Certificate of Survey of January 23, 1980, from whence the northwest corner of said Tract 1 bears due north 58.04 feet; thence,

S.65°17'42"E., 84.98 feet on the northerly line of the parcel herein described to a Point of Curvature; thence

Southeasterly, 72.90 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 1124.67 feet, a central angle of 03°42'50", and a chord which bears S.67°09'07"E., 72.89 feet, to a Point of Tangency; thence,

S.69°00'32"E., 8.52 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly 98.41 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 594.21 feet, a central angle of 09°29'20" and a chord which bears S.64°15'52"E., 98.30 feet to a Point of Tangency; thence,

S.59°31'12"E., 35.74 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 49.41 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 121.99 feet, a central angle of 23°12'18" and a chord which bears S.71°07'21"E., 49.07 feet, to a Point of Tangency; thence,

S.82°43'30"E., 6.92 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 39.20 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 499.62 feet, a central angle of 04°29'40" and a chord which bears S.84°58'20"E., 39.19 feet to a Point of Curvature being on the easterly line of said Tract 1 as shown on the Amended Certificate of Survey, January 23, 1980; thence,

S.00°16'E., 22.99 feet on the easterly line of said Tract 1 to a Point; thence,

N.82°43'30"W., 78.50 feet on the southerly line of the parcel herein described to a Point; thence,

N.59°31'12"W., 25.81 feet on the southerly line of said parcel to a Point; thence,

S.00°16'E., 23.84 feet on an easterly line of said parcel to a Point on Curve; thence.

4. Grant of Right of Way and Easement dated the 12th day of June, 1980, between Benjamin P. Padilla and Frances Hughson as Grantors and Conoco Inc., as Grantee, recorded at Book 228, page 9198, of the Miscellaneous Records of San Miguel County, New Mexico, granting the following described right of way and easement in San Miguel County, New Mexico:

A parcel of land being a portion of a tract of land now or formerly owned by Frances Hughson being bounded on the north by lands of Hewcomb Rice, et al., on the east by the right of way for New Mexico State Road 63, and on the south and west partly by lands of Ruben Rodriguez and partly by lands of Carlos Gonzales.

Said parcel being more particularly described as follows:

Beginning at a point being a corner common to the northeast corner of lands of Ruben Rodriguez and the southeast corner of lands of Carlos Gonzales; thence,

N.00°16'W., 22.99 feet on the easterly line of lands of Carlos Gonzales and being on the westerly line of the parcel herein described, to a Point on Curve; thence,

Southeasterly, 41.54 feet on the northerly line of said parcel on the arc of a curve to left, said arc having a radius of 499.62 feet, a central angle of 4°45'50" and a chord which bears S.89°36'05"E., 41.53 feet to a Point of Tangency; thence,

N.88°01'00"E., 14.30 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 133.26 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 339.56 feet, a central angle of 22°29'06" and a chord which bears S.80°44'27"E., 132.40 feet to a Point of Tangency; thence,

S.69°29'54"E., 4.57 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 89.67 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 498.71 feet, a central angle of 10°18'06" and a chord which bears S.64°20'51"E., 89.55 feet to a Point of Tangency; thence,

S.59°11'48"E., 52.76 feet on the northerly line of said parcel to a Point of Intersection with the westerly right of way of New Mexico State Road 63, said Point of Intersection being a Point on Curve, Highway Centerline Station 497+71.4; thence,

Southwesterly, 35.21 feet on the easterly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1016.43 feet, a central angle of 01°59'05" and a chord which bears S.24°30'46"W., 35.21 feet to a New Mexico State Road right of way T-rail marked Station 497+30.2; thence,

S.00°16'E., 22.99 feet on the easterly line of said Tract 1 to a Point; thence,

N.82°43'30"W., 78.50 feet on the southerly line of the parcel herein described to a Point; thence,

N.59°31'12"W., 25.81 feet on the southerly line of said parcel to a Point; thence,

S.00°16'E., 23.84 feet on an easterly line of said parcel to a Point on Curve; thence.

4. Grant of Right of Way and Easement dated the 12th day of June, 1980, between Benjamin P. Padilla and Frances Hughson as Grantors and Conoco Inc., as Grantee, recorded at Book 228, page 9198, of the Miscellaneous Records of San Miguel County, New Mexico, granting the following described right of way and easement in San Miguel County, New Mexico:

A parcel of land being a portion of a tract of land now or formerly owned by Frances Hughson being bounded on the north by lands of Newcomb Rice, et al., on the east by the right of way for New Mexico State Road 63, and on the south and west partly by lands of Ruben Rodriguez and partly by lands of Carlos Gonzales.

Said parcel being more particularly described as follows:

Beginning at a point being a corner common to the northeast corner of lands of Ruben Rodriguez and the southeast corner of lands of Carlos Gonzales; thence,

N.00°16'W., 22.99 feet on the easterly line of lands of Carlos Gonzales and being on the westerly line of the parcel herein described, to a Point on Curve; thence,

Southeasterly, 41.54 feet on the northerly line of said parcel on the arc of a curve to left, said arc having a radius of 499.62 feet, a central angle of 4°45'50" and a chord which bears S.89°36'05"E., 41.53 feet to a Point of Tangency; thence,

N.88°01'00"E., 14.30 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 133.26 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 339.56 feet, a central angle of 22°29'06" and a chord which bears S.80°44'27"E., 132.40 feet to a Point of Tangency; thence,

S.69°27'54"E., 4.57 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 89.67 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 498.71 feet, a central angle of 10°18'06" and a chord which bears S.64°20'51"E., 89.55 feet to a Point of Tangency; thence,

S.59°11'48"E., 52.76 feet on the northerly line of said parcel to a Point of Intersection with the westerly right of way of New Mexico State Road 63, said Point of Intersection being a Point on Curve, Highway Centerline Station 497+71.4; thence,

Southwesterly, 35.21 feet on the easterly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1016.43 feet, a central angle of 01°59'05" and a chord which bears S.24°30'46"W., 35.21 feet to a New Mexico State Road right of way T-rail marked Station 497+30.2; thence,

S.59°15'24"E., 35.14 feet on an offset right of way line for New Mexico State Road 63 and a line for the parcel herein described to a New Mexico State Road right of way T-rail marked Station 497+30.2, said station being a Point on Curve centerline station; thence,

Southwesterly, 7.57 feet on the easterly line of the parcel herein described and the westerly right of way for New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1051.43, a central angle of 00°24'45" and a chord which bears S.25°53'10"W., 7.57 feet to a point of intersection with the southerly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 having a centerline Point on Curve Station 497+22.4; thence

N.59°11'42"W., 92.41 feet on the southerly line of the parcel herein described to a Point of Curvature; thence

Northwesterly, 82.03 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 456.21 feet, a central angle of 10°18'06" and a chord which bears N.64°20'51"W., 81.92 feet to a Point of Tangency; thence,

N.69°29'54"W., 4.57 feet on the southerly line of said parcel to a Point of Curvature; thence

Northwesterly, 116.83 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 297.06 feet, a central angle of 22°29'06" and a chord which bears N.80°44'27"W., 115.83 feet to a Point of Tangency; thence,

S.86°01'00"W., 14.30 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 42.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 542.12 feet, a central angle of 4°31'29" and a chord which bears N.69°43'16"W., 42.80 feet to a Point on Curve being a point common to lands of Frances Hughson and Ruben Rodriguez; thence,

N.00°16'W., 19.57 feet on the line common to lands of Frances Hughson and Ruben Rodriguez and the westerly line of the parcel herein described to the Point and Place of Beginning, containing 0.325 acres more or less, and located in the NE1/4 NE1/4 of Section 17, Township 17 North, Range 12 East, NMPM.

5. Roadway Right of Way Contract dated the 20th of August, 1980, between the State of New Mexico, Department of Game and Fish as Grantor and Conoco Inc. as Grantee, recorded at Book 228, page 9199 of the Miscellaneous Records of San Miguel County, New Mexico and across the following described land in San Miguel County, New Mexico:.

Township 17 North, Range 12 East, NMPM
Section 8: E1/2 SW1/4, W1/2 SE1/4

6. Grant of Right of Way and Easement dated February 19, 1982, between R.L. Bline and Elizabeth Board Bline as Grantors and Conoco Inc. as Grantee, recorded at Book 228, page 9200, of the Miscellaneous Records of San Miguel County, New Mexico, granting the following right of way and easement in San Miguel County, New Mexico:

A parcel of land being a portion of a tract of land now or formerly owned by R.L. Bline and Elizabeth Board Bline, his wife, being bounded on the North by lands of the State of New Mexico Department of Game and Fish, on the East by lands of Carlos M. Gonzales.

Said parcel being more particularly described as follows:

Beginning at a point on the West line of Tract 1, as shown on the Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos M. Gonzales, dated January 23, 1980, from whence the Northwest corner of said Tract 1 bears North, 58.04 feet; thence,

South, 46.78 feet along the West line of said Tract 1 and the East line of the parcel herein described to a point on the southerly line of said parcel; thence,

N. $65^{\circ}17'42''$ W., 167.34 feet on the southerly line of said parcel to a point of curvature; thence

Northwesterly, 65.75 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 293.03 feet, a central angle of $12^{\circ}51'19''$, and a chord which bears N. $58^{\circ}52'02''$ W., 65.61 feet to a point on curve on the North line of said Section 17, T17N, R12E, NMPM; thence

N. $89^{\circ}44'$ E., 83.29 feet on the North line of said Section 17 to a Point on the northerly line of said parcel; thence,

S. $65^{\circ}17'42''$ E., 137.46 feet on the northerly line of said parcel to the point and place of beginning, containing 0.183 acres, more or less, in the NW1/4 NE1/4, Section 17, Township 17 North, Range 12 East, NMPM.

818303

QUITCLAIM DEED

SANTA FE PACIFIC MINING, INC., a Kansas corporation, 6200 Uptown Blvd. N.E., Albuquerque, New Mexico 87110, for consideration paid, quitclaims to CHAMPION RESOURCES, INC., a British Columbia corporation, 789 West Pender Street, Suite 380, Vancouver, B.C., Canada V6C 1H2, the unpatented lode mining claims described on Exhibit "A" in Santa Fe and San Miguel Counties, New Mexico.

Effective this 24th day of April, 1992.

SANTA FE PACIFIC MINING, INC.

By

R. T. Zitting
President

STATE OF NEW MEXICO }

} ss.

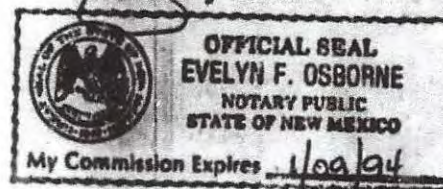
COUNTY OF BERNALILLO }

The foregoing instrument was acknowledged before me this 24th day of April, 1992, by R. T. Zitting, President of SANTA FE PACIFIC MINING, INC., a Kansas corporation, on behalf of said corporation.

My Commission Expires:

January 9, 1994

Evelyn F. Osborne
Notary Public



STATE OF NEW MEXICO
County of San Miguel SS.
I hereby certify that this instrument
was filed for record on

JUN 23 1992

at 2:01 o'clock P.M. and was duly
recorded in Book 234 of this page 02217
Witness my hand and seal of office
[Signature] County Clerk
By [Signature] Deputy

EXHIBIT A
to
QUITCLAIM DEED

818304

Dated April 24, 1992

Unpatented Lode Mining Claims situated in Sections 18, 19, 30, 31, 32, 33, 34, 35, Township 18 North, Range 12 East; Sections 24, 25, 35, 36, Township 18 North, Range 11 East; Sections 4, 5, 6, 7, 8, Township 17 North, Range 12 East; and Sections 1, 2, 11, 12, 13, 14, 15, 22, 23, 24, 26, 27, Township 17 North, Range 11 East, San Miguel and Santa Fe Counties, New Mexico, and described as follows:

Located Notice Recorded

<u>Name of Claim</u>	<u>Santa Fe County</u> <u>Book</u> <u>Page</u>	<u>San Miguel County</u> <u>Book</u> <u>Page</u>	<u>BLM Serial</u> <u>Number (NMMC)</u>
Pec #1-18	314 517-534		54845 - 54862
Pec #19-22	351 989-992		8842 - 8845
Pec #23-48	314 535-560		54863 - 54888
#45 Amended	382 413		
Pec #49	317 725		54889
Pec #50	314 561		54890
Pec #51	317 726		54891
Pec #52-57	314 562-567		54892 - 54897
Pec #58	317 727		54898
Pec #59	314 568		54899
Pec #60	317 728		54900
Amended	382 415		
Pec #61-77	314 569-585		54901 - 54917
#72 Amended	382 416		
Pec #79	314 586		54918
Pec #95-97	314 587-589		54919 - 54921
Pec #98-100	314 590-592	228 8463-8465	54922 - 54924
Pec #153	314 731		54977
Pec #154-161	313 800-807		54978 - 54985

Name of Claim	Santa Fe County		San Miguel County		BLM Serial Number (NMMC)
	Book	Page	Book	Page	
Pec #162-164	314	732-734			54986 - 54988
Pec #165-167	313	811-813			54989 - 54991
Pec #168	314	735			54992
Amended	382	430			
Pec #169-170	313	815-816			54993 - 54994
#170 Amended	382	431			
Pec #171-178	314	593-600			54995 - 55002
Pec #179-199	314	601-615			55003 - 55017
#185-198 Amended	382	432-445			
Pec #400-402	314	616-618	228	8466-8468	55018 - 55020
Pec #403-404	426	811-812	228	626-627	55021 - 55022
Pec #405			228	628	55023
Amended	382	446	228	5748	
Pec #406	426	813	228	8469	55024
Pec #407			228	629	55025
Amended			228	5749	
Pec #408-412			228	630-634	55026 - 55030
Pec #413-416	351	384-387			8846 - 8849
Pec #417-460			228	3706-3749	8850 - 8893
Pec #461-491			228	3824-3854	8894 - 8924
#482 Amended			228	8453	
Pec #497-517			228	3855-3875	8925 - 8945
Pec #519			228	3876	8946
Pec #520-522			228	3750-3752	8947 - 8949
Pec #523-539			228	3877-3893	8950 - 8966
Pec #540-543			228	3753-3756	8967 - 8970
Pec #549-553	351	379-383			8976 - 8980
Pec #554	352	371	228	3757	8981
Pec #555	352	370	228	3758	8982
Pec #560-562			228	7385-7387	99430 - 99432

818306

Name of Claim	Santa Fe County Book	Page	San Miguel County Book	Page	BLM Serial Number (NMMC)
Pec #563-571			228	7478-7486	100368 - 100376
#564-570 Amended			228	8808-8814	
#571 Amended			228	8461	
Pec #572-579	430	312-327			112493 - 112500
Pec #580-582	410	215-220			100377 - 100379
Pec #583-584	430	328-331			112501 - 112502
Pec #585	430	332-333			112504
Pec #586-591	410	221-232			100380 - 100385
Pec #592-593	430	334-337			112503, 112505
Pec #654-657	430	338-345			112506 - 112509
Pec #658			228	8815	112510
Pec #670	430	346-347			112511
Pec #671			228	8816	112512
Pec #672	430	348-349			112513

443,879

COUNTY OF SANTA FE) SS.
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed
for record on the 21 day of May A.D.
19 92 at 10:57 o'clock PM.
and was duly recorded in book 879
page 303-306 of the records of
Santa Fe County.

Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.

Olivia M. Pucin
Deputy



818307

**ASSIGNMENT OF LEASES, GRANTS OF RIGHT OF WAY EASEMENTS,
ROADWAY RIGHT OF WAY CONTRACTS AND SPECIAL USE PERMITS**

KNOW ALL MEN BY THESE PRESENTS:

THAT SANTA FE PACIFIC MINING, INC., a Kansas corporation, 6200 Uptown Blvd. N.E., Albuquerque, New Mexico 87110, hereinafter called "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration paid by CHAMPION RESOURCES, INC., a British Columbia corporation, 789 West Pender Street, Suite 380, Vancouver, B.C., Canada V6C 1H2, hereinafter called "Assignee", sells, transfers, sets over and assigns to Assignee, all of Assignor's right, title and interest in and to those certain leases, grants of right of way easements, roadway right of way contracts and special use permits, more particularly described on Exhibit "A" covering unpatented lode mining claims, fee minerals, grants of right of way easements, roadway right of way contracts and special use permits, in Santa Fe and San Miguel Counties, New Mexico.

Effective this 24th day of April, 1992.

SANTA FE PACIFIC MINING, INC.

By

R. T. Zitting
R. T. Zitting
President

STATE OF NEW MEXICO }
 } ss.
COUNTY OF BERNALILLO }

The foregoing instrument was acknowledged before me this 24th day of April, 1992, by R. T. Zitting, President of SANTA FE PACIFIC MINING, INC., a Kansas corporation, on behalf of said corporation.

My Commission Expires:

January 9, 1994



818308

EXHIBIT A

to

**ASSIGNMENT OF LEASES, GRANTS OF RIGHT OF WAY EASEMENTS,
ROADWAY RIGHT OF WAY CONTRACTS AND SPECIAL USE PERMITS**

Dated April 24, 1992

1. Mining Lease dated January, 1, 1976, and recorded in Book 330 at Page 662 in Santa Fe County, New Mexico, and in Book 228 at Page 1802 in San Miguel County, New Mexico, between American Uranium Corporation, a New Mexico corporation, and Dale H. Carlson and Judy K. Carlson, husband and wife, Lessors, and Continental Oil Company, Lessee, covering unpatented lode mining claims located in Sections 35, 36, Township 18 North, Range 11 East; Sections 1, 2, 11, 12, Township 17 North, Range 11 East; and Section 6, Township 17 North, Range 12 East, Santa Fe and San Miguel Counties, New Mexico, and described as follows:

Located Notice Recorded

<u>Name of Claim</u>	<u>Santa Fe County</u> <u>Book</u> <u>Page</u>	<u>San Miguel County</u> <u>Book</u> <u>Page</u>	<u>BLM Serial</u> <u>Number (NMMC)</u>
Bunny Nos. 1-3	273 143-145		54370 - 54372
Amended	275 15-17		
Bunny Nos. 4-6	273 146-148		54350 - 54352
Amended	275 18-20	228 5699-5701	
Bunny Nos. 7-12	274 916-921	13 2265-2267	54391 - 54396
No. 11 Amended	386 51	228 5750	
Bunny No. 13	273 155		54397
Bunny No. 14	273 133		54373
Amended	386 49		
Bunny No. 15	273 134		54398
Amended		13 2264	
Bunny No. 16	273 135		54374
Bunny No. 17	273 136		54399
Amended		13 2263	
Bunny No. 18	273 137		54375
Amended	386 50		

<u>Name of Claim</u>	<u>Santa Fe County</u>		<u>San Miguel County</u>		<u>BLM Serial Number (NMMC)</u>
	<u>Book</u>	<u>Page</u>	<u>Book</u>	<u>Page</u>	
Bunny No. 19	273	138			54400
Amended			13	2262	
Bunny No. 20	273	139			54401
Amended			13	2269	
Bunny No. 21	273	140			55402
Amended			13	2270	
Bunny Nos. 22-23	275	21-22			54403 - 54404
No. 23 Amended	429	152	228	8462	
Macho Nos. 1-6	273	883-888			54376 - 54381
Amended	386	52-57			
Macho No. 13	273	895			54382
Macho Nos. 14-21	275	7-14			54383 - 54390

2. Mining Lease dated June 1, 1975, and recorded in Book 381 at Pages 264 through 267 in Santa Fe County, New Mexico, and in Book 228 at Page 5668 in San Miguel County, New Mexico, between Dale H. Carlson and Judy K. Carlson, husband and wife, and George D. Rector and N. Lasell Rector, husband and wife, Lessors, and Continental Oil Company, Lessee, covering unpatented lode mining claims located in Sections 1, 11, 12, 14, Township 17 North, Range 11 East; Sections 35, 36, Township 18 North, Range 11 East; and Section 6, Township 17 North, Range 12 East, Santa Fe and San Miguel Counties, New Mexico, and described as follows:

Located Notice Recorded

<u>Name of Claim</u>	<u>Santa Fe County</u>		<u>San Miguel County</u>		<u>BLM Serial Number (NMMC)</u>
	<u>Book</u>	<u>Page</u>	<u>Book</u>	<u>Page</u>	
Bunny #24-29	274	994-999			54356 - 54361
#24, 25 Amended	386	39-40			
Macho #7-12	273	889-894			54362 54367
Amended	386	41-46			
Macho #25	275	228	228	5549	54368
Amended	386	47	228	5751	
Macho #29	275	227	228	5550	54369
Amended	386	48	228	5752	

3. Grant of Right of Way and Easement dated June 12, 1980, and recorded in Book 228, Page 9198, San Miguel County, New Mexico, between Benjamin P. Padilla and Frances Hughson, grantor, and Conoco, Inc., grantee, covering a 0.325 acre tract in the NE/4 NE/4 of Section 17, Township 17 North, Range 12 East, San Miguel County, New Mexico, and described as follows:

A parcel of land being a portion of a tract of land now or formerly owned by Frances Hughson being bounded on the north by lands of Newcomb Rice, et al, on the east by the right of way for New Mexico State Road 63, and on the south and west partly by lands of Ruben Rodriguez and partly by lands of Carlos Gonzales.

Said parcel being more particularly described as follows:

BEGINNING at a point being a corner common to the northeast corner of lands of Ruben Rodriguez and the southeast corner of lands of Carlos Gonzales; thence,

N.00°16'W., 22.99 feet on the easterly line of lands of Carlos Gonzales and being on the westerly line of the parcel herein described, to a Point on Curve; thence,

Southeasterly, 41.54 feet on the northerly line of said parcel on the arc of a curve to left, said arc having a radius of 499.62 feet, a central angle of 4°45'50" and a chord which bears S.89°36'05"E., 41.53 feet to a Point of Tangency; thence,

N.88°01'00"E., 14.30 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 133.26 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 339.56 feet, a central angle of 22°29'06" and a chord which bears S.80°44'27"E., 132.40 feet to a Point of Tangency; thence,

S.69°29'54"E., 4.57 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 89.67 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 498.71 feet, a central angle of 10°08'06" and a chord which bears S.64°20'51"E., 89.55 feet to a Point of Tangency; thence,

S.59°11'48"E., 52.76 feet on the northerly line of said parcel to a Point of Intersection with the westerly right of way of New Mexico State Road 63, said Point of Intersection being a Point on Curve, Highway Centerline Station 497+71.4; thence,

Southwesterly, 35.21 feet on the easterly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1,016.43 feet, a central angle of 01°59'05" and a chord which bears S.24°30'46"W., 35.21 feet to a New Mexico State Road right of way T-rail marked Station 497+30.2; thence,

S.59°15'24"E., 35.14 feet on an offset right of way line for New Mexico State Road 63 and a line for the parcel herein described to a New Mexico State Road right of way T-rail marked Station 497+30.2, said station being a Point on Curve centerline station; thence,

Southwesterly, 7.57 feet on the easterly line of the parcel herein described and the westerly right of way for New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1,051.43 feet, a central angle of 00°24'45" and a chord which bears S.25°53'10"W., 7.57 feet to a point of intersection with the southerly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 having a centerline Point on Curve Station 497+22.4; thence,

N.59°11'42"W., 92.41 feet on the southerly line of the parcel herein described to a Point of Curvature; thence,

Northwesterly, 82.03 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 456.21 feet, a central angle of 10°18'06" and a chord which bears N.64°20'51"W., 81.92 feet to a Point of Tangency; thence,

N.69°29'54"W., 4.57 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 116.83 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 297.06 feet, a central angle of 22°29'06" and a chord which bears N.80°44'27"W., 115.83 feet to a Point of Tangency; thence,

S.88°01'00"W., 14.30 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 42.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 542.12 feet, a central angle of $4^{\circ}31'29''$ and a chord which bears $N.89^{\circ}43'16''W.$, 42.80 feet to a Point on Curve being a point common to lands of Frances Hughson and Ruben Rodriguez; thence,

$N.00^{\circ}10'W.$, 19.57 feet on the line common to lands of Frances Hughson and Ruben Rodriguez and the westerly line of the parcel herein described to the Point and Place of Beginning, containing 0.325 acres, more or less.

4. Grant of Right of Way and Easement dated February 19, 1982, and recorded in Book 228 at Page 9200 in San Miguel County, New Mexico, between R. L. Bline and Elizabeth Board Bline, grantors, and Conoco, Inc., grantee, covering a 0.183 acre tract in the NW/4 NE/4 of Section 17, Township 17 North, Range 12 East, San Miguel County, New Mexico, and described as follows:

A parcel of land being a portion of a tract of land now or formerly owned by R. L. Bline and Elizabeth Board Bline, his wife, being bounded on the North by lands of the State of New Mexico Department of Game and Fish dated January 2y lands of Carlos N. Gonzales.

Said parcel being more particularly described as follows:

BEGINNING at a point on the West line of Tract 1, as shown on the Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos N. Gonzales, dated January 23, 1980, from whence the Northwest corner of Tract 1 bears North, 58.04 feet; thence,

South, 46.78 feet along the West line of said Tract 1 and the East line of the parcel herein described to a point on the southerly line of said parcel; thence,

$N.65^{\circ}17'42''W.$, 167.34 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 65.75 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 293.03 feet, a central angle of $12^{\circ}51'19''$ and a chord which bears $N.58^{\circ}52'02''W.$, 65.61 feet to a Point on Curve on the North line of said Section 17, T.17N., R.12E., N.M.P.M.; thence,

N.89°44'E., 83.29 feet on the North line of said Section 17 to a point on the northerly line of said parcel; thence,

818313

S.65°17'42"E., 137.46 feet on the northerly line of said parcel to the Point and Place of Beginning, containing 0.183 acres, more or less.

5. Roadway Easement dated August 21, 1980, and recorded in Book 228 at Page 9195 in San Miguel County, New Mexico, between Ruben Rodriguez and Mary E. G. Rodriguez, his wife, grantors, and Conoco, Inc., grantee, covering a 0.048 acre tract in the NE/4 NE/4 of Section 17, Township 17 North, Range 12 East, San Miguel County, New Mexico, and described as follows:

A parcel of land being a portion of Tract 2, as shown on Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos N. Gonzales, dated January 23, 1980, situate in the NE/4 NE/4 of Section 17, T.17N., R.12E., N.M.P.M., San Miguel County, New Mexico.

Said parcel being more particularly described as follows:

BEGINNING at a point being the northeast corner of said Tract 2 as shown on the Amended Certificate of Survey, January 23, 1980, and the parcel herein described; thence,

S.00°16'E., 19.57 feet on the east line of Tract 2 to a Point on Curve and the southeast corner of the parcel herein described; thence,

Northwesterly, 44.80 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 542.12 feet, a central angle of 04°44'01" and a chord which bears N.85°05'31"W., 44.79 feet to a Point of Tangency; thence,

N.82°43'30"W., 6.92 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 50.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 164.49 feet, a central angle of 17°41'57" and a chord which bears N.73°52'32"W., 50.61 feet to a Point on Curve and the westerly line of said Tract 2, and the southwest corner of the parcel herein described; thence,

N.00°16'W., 23.84 feet on the westerly line of said Tract 2 to a point, said point being the northwest corner of said Tract 2 and the parcel herein described; thence,

S.59°31'12"E., 25.81 feet on the northerly line of said Tract 2 and the parcel herein described; thence,

818314

S.82°43'30"E., 78.50 feet on the northerly line of said Tract 2 and the parcel herein described, to the northeast corner of Tract 2 and the parcel herein described being the Point and Place of Beginning, and containing 0.048 acres, more or less.

6. Roadway Easement dated August 21, 1980, and recorded in Book 228 at Page 9197, San Miguel County, New Mexico, between Carlos Gonzales and Mary Gonzales, his wife, grantors, and Conoco, Inc., grantee, covering a 0.338 acre tract in the NE/4 NE/4 of Section 17, Township 17 North, Range 12 East, San Miguel County, New Mexico, and described as follows:

A parcel of land being a portion of Tract 1 as shown on Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos N. Gonzales, dated January 23, 1980, situate in the NE/4 NE/4 of Section 17, T.17N., R.12E., N.M.P.M., San Miguel County, New Mexico.

Said parcel being more particularly described as follows:

BEGINNING at the northwest corner of the parcel herein described, said northwest corner being a point on the westerly boundary line of said Tract 1, as shown on Amended Certificate of Survey of January 23, 1980, from whence the northwest corner of said Tract 1 bears due north 58.04 feet; thence,

S.65°17'42"E., 84.98 feet on the northerly line of the parcel herein described to a Point of Curvature; thence,

Southeasterly, 72.90 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 1,124.67 feet, a central angle of 03°42'50", and a chord which bears S.67°09'07"E., 72.89 feet to a Point of Tangency; thence,

S.69°00'32"E., 8.52 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 98.41 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 594.21 feet, a central angle of $09^{\circ}29'20''$ and a chord which bears $S.64^{\circ}15'52''E.$, 98.30 feet to a Point of Tangency; thence,

$S.59^{\circ}31'12''E.$, 35.74 feet on the northerly line of said parcel to a Point of Curvature; thence, 818315

Southeasterly, 49.41 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 121.99 feet, a central angle of $23^{\circ}12'18''$ and a chord which bears $S.71^{\circ}07'21''E.$, 49.07 feet to a Point of Tangency; thence,

$S.82^{\circ}43'30''E.$, 6.92 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 39.20 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 499.62 feet, a central angle of $04^{\circ}29'40''$ and a chord which bears $S.84^{\circ}58'20''E.$, 39.19 feet to a Point of Curvature being on the easterly line of said Tract 1 as shown on the Amended Certificate of Survey, January 23, 1980; thence,

$S.00^{\circ}16'E.$, 22.99 feet on the easterly line of said Tract 1 to a point; thence,

$N.82^{\circ}43'30''W.$, 78.50 feet on the southerly line of the parcel herein described to a Point; thence,

$N.59^{\circ}31'12''W.$, 25.31 feet on the southerly line of said parcel to a Point; thence,

$S.00^{\circ}16'E.$, 23.84 feet on an easterly line of said parcel to a Point on Curve; thence,

Northwesterly, 15.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 164.49 feet, a central angle of $05^{\circ}30'21''$ and a chord which bears $N.62^{\circ}16'23''W.$, 15.80 feet to a Point of Tangency; thence,

$N.59^{\circ}31'12''W.$, 35.74 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 91.37 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 551.71 feet, a central angle of $09^{\circ}29'20''$ and a chord which bears $N.64^{\circ}15'52''W.$, 91.27 feet to a Point of Tangency; thence,

N.69°00'32"W., 8.52 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 75.66 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 1,167.17 feet, a central angle of 03°42'50" and a chord which bears N.67°09'07"W., 75.64 feet to a Point of Tangency; thence,

818316

N.65°17'42"W., 65.42 feet on the southerly line of said parcel to a point of the west boundary line of said Tract 1, as shown on Amended Certificate of January 23, 1980; thence,

North 46.78 feet on the westerly line of said Tract 1 to the Point and Place of Beginning, containing 0.338 acres, more or less.

7. Roadway Right of Way Contract dated August 20, 1980, and recorded in Book 228 at Page 9199 in San Miguel County, New Mexico, between State of New Mexico Department of Game and Fish, grantor, and Conoco, Inc., grantee, covering a 2.559 acre tract in the E/2 SW/4 and W/2 SE/4 of Section 8, Township 17 North, Range 12 East, San Miguel County, New Mexico, and described as follows:

A parcel of land being a portion of a tract of land now or formerly owned by the State of New Mexico Department of Game and Fish situate in the W/2 SE/4 and the E/2 SW/4 of Section 8, Township 17 North, Range 12 East, N.M.P.M., San Miguel County, New Mexico.

Said parcel being 42.5 feet in width more particularly described as follows:

BEGINNING at a point on the section line common to Sections 8 and 17, said point being a Point on Curve, from whence the 1/4 section corner bears S.89°44'W., 1,106.70 feet; thence,

Northwesterly, 266.92 feet on the arc of a curve to the right, said arc having a radius of 293.03 feet, a central angle of 52°11'23" and a chord which bears N.26°20'42"W., 257.78 feet to a Point of Tangency; thence,

N.00°15'W., 191.06 feet to a Point of Curvature; thence,

Northwesterly, 181.81 feet on the arc of a curve to the left, said arc having a radius of 336.85 feet, a central angle of 30°55'28" and a chord which bears N.15°42'44"W., 179.61 feet to a Point of Tangency; thence,

N.31°10'28"W., 233.84 feet to a Point of Curvature; thence,

Northwesterly, 46.60 feet on the arc of a curve to the left, said arc having a radius of 456.21 feet, a central angle of 5°51'10" and a chord which bears N.34°06'03"W., 46.58 feet to a Point of Tangency; thence,

818317

N.37°01'38"W., 634.55 feet to a Point of Curvature; thence,

Northwesterly, 86.96 feet on the arc of a curve to the left, said arc having a radius of 388.01 feet, a central angle of 12°50'27" and a chord which bears N.43°26'52"W., 86.78 feet to a Point of Tangency; thence,

N.49°52'05"W., 154.89 feet to a Point of Curvature; thence,

Northwesterly, 140.98 feet on the arc of a curve to the left, said arc having a radius of 325.38 feet, a central angle of 24°49'28" and a chord which bears N.62°16'49"W., 139.88 feet to a Point of Tangency; thence,

N.74°41'33"W., 86.12 feet to a Point of Curvature; thence,

Northwesterly, 167.66 feet on the arc of a curve to the right, said arc having a radius of 218.41 feet, a central angle of 43°58'55" and a chord which bears N.52°42'05"W., 163.57 feet to a Point of Tangency; thence,

N.30°42'38"W., 125.62 feet to a Point of Curvature; thence,

Northwesterly, 129.52 feet on the arc of a curve to the left, said arc having a radius of 238.19 feet, a central angle of 31°01'34" and a chord which bears N.46°13'25"W., 127.95 feet to a Point of Tangency; thence,

N.61°44'12"W., 167.47 feet to a point on the approximate center section line of said Section 8; thence,

N.78°29'E., 66.44 feet on the said center section line to a point; thence,

S.61°41'12"E., 116.41 feet to a Point of Curvature; thence,

Southeasterly, 152.54 feet on the arc of a curve to the right, said arc having a radius of 281.69 feet, a central angle of 31°01'34" and a chord which bears S.46°13'25"E., 150.68 feet to a Point of Tangency; thence,

S.30°42'38"W., 125.62 feet to a Point of Curvature; thence,

Southeasterly, 135.03 feet on the arc of a curve to the left, said arc having a radius of 175.91 feet, a central angle of $43^{\circ}58'55''$ and a chord which bears $S.52^{\circ}42'05''E.$, 131.74 feet to a Point of Tangency; thence,

$S.74^{\circ}41'33''W.$, 86.12 feet to a Point of Curvature; thence,

818318

Southeasterly, 159.39 feet on the arc of a curve to the right, said arc having a radius of 367.88 feet, a central angle of $24^{\circ}49'28''$ and a chord which bears $S.62^{\circ}16'49''E.$, 158.15 feet to a Point of Tangency; thence,

$S.49^{\circ}52'05''E.$, 154.89 feet to a Point of Curvature; thence,

Southeasterly, 96.48 feet on the arc of a curve to the right, said arc having a radius of 430.51 feet, a central angle of $12^{\circ}50'27''$ and a chord which bears $S.43^{\circ}26'52''E.$, 96.28 feet to a Point of Tangency; thence,

$S.37^{\circ}01'38''E.$, 634.55 feet to a Point of Curvature; thence,

Southeasterly, 50.94 feet on the arc of a curve to the right, said arc having a radius of 498.71 feet, a central angle of $05^{\circ}51'10''$ and a chord which bears $S.34^{\circ}06'03''E.$, 50.92 feet to a Point of Tangency; thence,

$S.31^{\circ}10'28''E.$, 233.84 feet to a Point of Curvature; thence,

Southeasterly, 204.75 feet on the arc of a curve to the right, said arc having a radius of 379.35 feet, a central angle of $30^{\circ}55'28''$ and a chord which bears $S.15^{\circ}42'44''E.$, 202.27 feet to a Point of Tangency; thence,

$S.00^{\circ}15'00''E.$, 191.06 feet to a Point of Curvature; thence,

Southeasterly, 284.41 feet on the arc of a curve to the left, said arc having a radius of 250.53 feet, a central angle of $65^{\circ}02'42''$ and a chord which bears $S.32^{\circ}46'21''E.$, 269.39 feet to a Point of Tangency; thence,

$S.65^{\circ}17'42''E.$, 10.32 feet to a point on the section line common to Sections 8 and 17, T.17N., R.12E., N.M.P.M.; thence,

$S.80^{\circ}44''W.$, 83.29 feet on the said section line common to Sections 8 and 17 to the Point and Place of Beginning, containing 2.559 acres, more or less.

818319

8. Forest Road Special Use Permit, undated, unrecorded, between USDA Forest Service and Santa Fe Pacific Mining, Inc., permittee, covering approximately 4 miles of road containing 6.78 acres across Sections 5, 6, 8, Township 17 North, Range 12 East, and Section 1, Township 17 North, Range 11 East, San Miguel County, New Mexico.

9. Special Use Permit, dated December 2, 1981, unrecorded, between USDA Forest Service and Conoco, Inc., permittee, covering a 20 acre camp site in the NE/4 SE/4 of Section 1, Township 17 North, Range 11 East, San Miguel County, New Mexico.

773880
COUNTY OF SANTA FE)
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed
for record on the 21 day of May A.D.
19 92 at 11:00 o'clock A.m.
and was duly recorded in book 818,
page 307-319 of the records of
Santa Fe County.

Witness my Hand and Seal of Office
Jana G. Armijo
County Clerk, Santa Fe County, N.M.
Olivia M. Garcia
Deputy



STATE OF NEW MEXICO)
County of San Miguel) SS.
I hereby certify that this instrument
was filed for record on

JUN 23 1992
at 2:02 o'clock P.M and was duly 02218
recorded in Book 818 of Book page 307-319
Witness my hand and seal of office
By Olivia M. Garcia County Clerk
Olivia M. Garcia Deputy

QUIT CLAIM DEED

CHAMPION RESOURCES INC., a British Columbia, Canada corporation, 203 - 409 Granville Street, Vancouver, British Columbia, V6C 1T2, for consideration paid, quit claims to **GEORGE RECTOR AND DALE CARLSON**, 1708 Sandler N.E, Albuquerque, New Mexico, 871112 the grants of right-of-way, easements and associated permits described on Exhibit "A" in San Miguel County, New Mexico.

Effective this 1st day of August, 1996.

CHAMPION RESOURCES INC.

Per: 

JOHN HINER, VICE PRESIDENT

PROVINCE OF BRITISH COLUMBIA)
COUNTY OF VANCOUVER) ss.
)

The foregoing instrument was acknowledged before me this 1st day of August, 1996 by John Hiner, Vice President of CHAMPION RESOURCES INC., a British Columbia, Canada corporation, on behalf of said corporation.

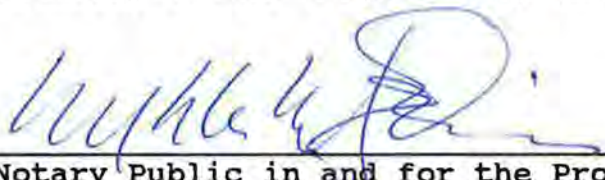

A Notary Public in and for the Province
of British Columbia

EXHIBIT "A"
TO
QUIT CLAIM
DATED AUGUST 1, 1996

1. Grant of Right of Way and Easement dated June 12, 1980, and recorded in Book 228, Page 9198, San Miguel County, New Mexico, between Benjamin P. Padilla and Frances Hughson, grantor, and Conoco, Inc., grantee, covering a 0.325 acre tract in the NE/4 NE/4 of Section 17, Township 17 North, Range 12 East, San Miguel County, New Mexico, and described as follows:

A parcel of land being a portion of a tract of land now or formerly owned by Frances Hughson being bounded on the north by lands of Newcomb Rice, et al, on the east by the right of way for New Mexico State Road 63, and on the south and west partly by lands of Ruben Rodriguez and partly by lands of Carlos Gonzales.

Said parcel being more particularly described as follows:

BEGINNING at a point being a corner common to the northeast corner of lands of Ruben Rodriguez and the southeast corner of lands of Carlos Gonzales; thence,

N.00°16'W., 22.99 feet on the easterly line of lands of Carlos Gonzales and being on the westerly line of the parcel herein described, to a Point on Curve; thence,

Southeasterly, 41.54 feet on the northerly line of said parcel on the arc of a curve to left, said arc having a radius of 499.62 feet, a central angle of 4°45'50" and a chord which bears S.89°36'05"E., 41.53 feet to a Point of Tangency; thence,

N.88°01'00"E., 14.30 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 133.26 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 339.56 feet, a central angle of 22°29'06" and a chord which bears S.80°44'27"E., 132.40 feet to a Point of Tangency; thence,

S.69°29'54"E., 4.57 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 89.67 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 498.71 feet, a central angle of 10°08'06" and a chord which bears S.64°20'51"E., 89.55 feet to a Point of Tangency; thence,

S.59°11'48"E., 52.76 feet on the northerly line of said parcel to a Point of Intersection with the westerly right of way of New Mexico State Road 63, said Point of Intersection being a Point on Curve, Highway Centerline Station 497+71.4; thence,

Southwesterly, 35.21 feet on the easterly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1,016.43 feet, a central angle of 01°59'05" and a chord which bears S.24°30'46"W., 35.21 feet to a New Mexico State Road right of way T-rail marked Station 497+30.2; thence,

S.59°15'24"E., 35.14 feet on an offset right of way line for New Mexico State Road 63 and a line for the parcel herein described to a New Mexico State Road right of way T-rail marked Station 497+30.2, said station being a Point on Curve centerline station; thence,

Southwesterly, 7.57 feet on the easterly line of the parcel herein described and the westerly right of way for New Mexico State Road 63 on the arc of a curve to the right, said arc having a radius of 1,051.43 feet, a central angle of 00°24'45" and a chord which bears S.25°53'10"W., 7.57 feet to a point of intersection with the southerly line of the parcel herein described and the westerly right of way line of New Mexico State Road 63 having a centerline Point on Curve Station 497+22.4; thence,

N.59°11'42"W., 92.41 feet on the southerly line of the parcel herein described to a Point of Curvature; thence,

Northwesterly, 82.03 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 456.21 feet, a central angle of 10°18'06" and a chord which bears N.64°20'51"W., 81.92 feet to a Point of Tangency; thence,

N.69°29'54"W., 4.57 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 116.83 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 297.06 feet, a central angle of 22°29'06" and a chord which bears N.80°44'27"W., 115.83 feet to a Point of Tangency; thence,

S.88°01'00"W., 14.30 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 42.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 542.12 feet, a central angle of $4^{\circ}31'29''$ and a chord which bears $N.89^{\circ}43'16''W.$, 42.80 feet to a Point on Curve being a point common to lands of Frances Hughson and Ruben Rodriguez; thence,

$N.00^{\circ}16'W.$, 19.57 feet on the line common to lands of Frances Hughson and Ruben Rodriguez and the westerly line of the parcel herein described to the Point and Place of Beginning, containing 0.325 acres, more or less.

2. Grant of Right of Way and Easement dated February 19, 1982, and recorded in Book 228 at Page 9200 in San Miguel County, New Mexico, between R. L. Bline and Elizabeth Board Bline, grantors, and Conoco, Inc., grantee, covering a 0.183 acre tract in the NW/4 NE/4 of Section 17, Township 17 North, Range 12 East, San Miguel County, New Mexico, and described as follows:

A parcel of land being a portion of a tract of land now or formerly owned by R. L. Bline and Elizabeth Board Bline, his wife, being bounded on the North by lands of the State of New Mexico Department of Game and Fish dated January 2y lands of Carlos N. Gonzales.

Said parcel being more particularly described as follows:

BEGINNING at a point on the West line of Tract 1, as shown on the Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos N. Gonzales, dated January 23, 1980, from whence the Northwest corner of Tract 1 bears North, 58.04 feet; thence,

South, 46.78 feet along the West line of said Tract 1 and the East line of the parcel herein described to a point on the southerly line of said parcel; thence,

$N.65^{\circ}17'42''W.$, 167.34 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 65.75 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 293.03 feet, a central angle of $12^{\circ}51'19''$ and a chord which bears $N.58^{\circ}52'02''W.$, 65.61 feet to a Point on Curve on the North line of said Section 17, T.17N., R.12E., N.M.P.M.; thence,

N.89°44'E., 83.29 feet on the North line of said Section 17 to a point on the northerly line of said parcel; thence,

S.65°17'42"E., 137.46 feet on the northerly line of said parcel to the Point and Place of Beginning, containing 0.183 acres, more or less.

3. Roadway Easement dated August 21, 1980, and recorded in Book 228 at Page 9195 in San Miguel County, New Mexico, between Ruben Rodriguez and Mary E. G. Rodriguez, his wife, grantors, and Conoco, Inc., grantee, covering a 0.048 acre tract in the NE/4 NE/4 of Section 17, Township 17 North, Range 12 East, San Miguel County, New Mexico, and described as follows:

A parcel of land being a portion of Tract 2, as shown on Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos N. Gonzales, dated January 23, 1980, situate in the NE/4 NE/4 of Section 17, T.17N., R.12E., N.M.P.M., San Miguel County, New Mexico.

Said parcel being more particularly described as follows:

BEGINNING at a point being the northeast corner of said Tract 2 as shown on the Amended Certificate of Survey, January 23, 1980, and the parcel herein described; thence,

S.00°16'E., 19.57 feet on the east line of Tract 2 to a Point on Curve and the southeast corner of the parcel herein described; thence,

Northwesterly, 44.80 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 542.12 feet, a central angle of 04°44'01" and a chord which bears N.85°05'31"W., 44.79 feet to a Point of Tangency; thence,

N.82°43'30"W., 6.92 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 50.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 164.49 feet, a central angle of 17°41'57" and a chord which bears N.73°52'32"W., 50.61 feet to a Point on Curve and the westerly line of said Tract 2, and the southwest corner of the parcel herein described; thence,

N.00°16'W., 23.84 feet on the westerly line of said Tract 2 to a point, said point being the northwest corner of said Tract 2 and the parcel herein described; thence,

S.59°31'12"E., 25.81 feet on the northerly line of said Tract 2 and the parcel herein described; thence,

S.82°43'30"E., 78.50 feet on the northerly line of said Tract 2 and the parcel herein described, to the northeast corner of Tract 2 and the parcel herein described being the Point and Place of Beginning, and containing 0.048 acres, more or less.

4. Roadway Easement dated August 21, 1980, and recorded in Book 228 at Page 9197, San Miguel County, New Mexico, between Carlos Gonzales and Mary Gonzales, his wife, grantors, and Conoco, Inc., grantee, covering a 0.338 acre tract in the NE/4 NE/4 of Section 17, Township 17 North, Range 12 East, San Miguel County, New Mexico, and described as follows:

A parcel of land being a portion of Tract 1 as shown on Amended Certificate of Survey, prepared by George Rivera, Registered New Mexico Land Surveyor No. 3149, for Carlos N. Gonzales, dated January 23, 1980, situate in the NE/4 NE/4 of Section 17, T.17N., R.12E., N.M.P.M., San Miguel County, New Mexico.

Said parcel being more particularly described as follows:

BEGINNING at the northwest corner of the parcel herein described, said northwest corner being a point on the westerly boundary line of said Tract 1, as shown on Amended Certificate of Survey of January 23, 1980, from whence the northwest corner of said Tract 1 bears due north 58.04 feet; thence,

S.65°17'42"E., 84.98 feet on the northerly line of the parcel herein described to a Point of Curvature; thence,

Southeasterly, 72.90 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 1,124.67 feet, a central angle of 03°42'50", and a chord which bears S.67°09'07"E., 72.89 feet to a Point of Tangency; thence,

S.69°00'32"E., 8.52 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 98.41 feet on the northerly line of said parcel on the arc of a curve to the right, said arc having a radius of 594.21 feet, a central angle of $09^{\circ}29'20''$ and a chord which bears $S.64^{\circ}15'52''E.$, 98.30 feet to a Point of Tangency; thence,

$S.59^{\circ}31'12''E.$, 35.74 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 49.41 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 121.99 feet, a central angle of $23^{\circ}12'18''$ and a chord which bears $S.71^{\circ}07'21''E.$, 49.07 feet to a Point of Tangency; thence,

$S.82^{\circ}43'30''E.$, 6.92 feet on the northerly line of said parcel to a Point of Curvature; thence,

Southeasterly, 39.20 feet on the northerly line of said parcel on the arc of a curve to the left, said arc having a radius of 499.62 feet, a central angle of $04^{\circ}29'40''$ and a chord which bears $S.84^{\circ}58'20''E.$, 39.19 feet to a Point of Curvature being on the easterly line of said Tract 1 as shown on the Amended Certificate of Survey, January 23, 1980; thence,

$S.00^{\circ}16'E.$, 22.99 feet on the easterly line of said Tract 1 to a point; thence,

$N.82^{\circ}43'30''W.$, 78.50 feet on the southerly line of the parcel herein described to a Point; thence,

$N.59^{\circ}31'12''W.$, 25.81 feet on the southerly line of said parcel to a Point; thence,

$S.00^{\circ}16'E.$, 23.84 feet on an easterly line of said parcel to a Point on Curve; thence,

Northwesterly, 15.81 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 164.49 feet, a central angle of $05^{\circ}30'21''$ and a chord which bears $N.62^{\circ}16'23''W.$, 15.80 feet to a Point of Tangency; thence,

$N.59^{\circ}31'12''W.$, 35.74 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 91.37 feet on the southerly line of said parcel on the arc of a curve to the left, said arc having a radius of 551.71 feet, a central angle of $09^{\circ}29'20''$ and a chord which bears $N.64^{\circ}15'52''W.$, 91.27 feet to a Point of Tangency; thence,

N.69°00'32"W., 8.52 feet on the southerly line of said parcel to a Point of Curvature; thence,

Northwesterly, 75.66 feet on the southerly line of said parcel on the arc of a curve to the right, said arc having a radius of 1,167.17 feet, a central angle of 03°42'50" and a chord which bears N.67°09'07"W., 75.64 feet to a Point of Tangency; thence,

N.65°17'42"W., 65.42 feet on the southerly line of said parcel to a point of the west boundary line of said Tract 1, as shown on Amended Certificate of January 23, 1980; thence,

North 46.78 feet on the westerly line of said Tract 1 to the Point and Place of Beginning, containing 0.338 acres, more or less.

5. Roadway Right of Way Contract dated August 20, 1980, and recorded in Book 228 at Page 9199 in San Miguel County, New Mexico, between State of New Mexico Department of Game and Fish, grantor, and Conoco, Inc., grantee, covering a 2.559 acre tract in the E/2 SW/4 and W/2 SE/4 of Section 8, Township 17 North, Range 12 East, San Miguel County, New Mexico, and described as follows:

A parcel of land being a portion of a tract of land now or formerly owned by the State of New Mexico Department of Game and Fish situate in the W/2 SE/4 and the E/2 SW/4 of Section 8, Township 17 North, Range 12 East, N.M.P.M., San Miguel County, New Mexico.

Said parcel being 42.5 feet in width more particularly described as follows:

BEGINNING at a point on the section line common to Sections 8 and 17, said point being a Point on Curve, from whence the 1/4 section corner bears S.89°44'W., 1,106.70 feet; thence,

Northwesterly, 266.92 feet on the arc of a curve to the right, said arc having a radius of 293.03 feet, a central angle of 52°11'23" and a chord which bears N.26°20'42"W., 257.78 feet to a Point of Tangency; thence,

N.00°15'W., 191.06 feet to a Point of Curvature; thence,

Northwesterly, 181.81 feet on the arc of a curve to the left, said arc having a radius of 336.85 feet, a central angle of 30°55'28" and a chord which bears N.15°42'44"W., 179.61 feet to a Point of Tangency; thence,

N.31°10'28"W., 233.84 feet to a Point of Curvature; thence,

Northwesterly, 46.60 feet on the arc of a curve to the left, said arc having a radius of 456.21 feet, a central angle of 5°51'10" and a chord which bears N.34°06'03"W., 46.58 feet to a Point of Tangency; thence,

N.37°01'38"W., 634.55 feet to a Point of Curvature; thence,

Northwesterly, 86.96 feet on the arc of a curve to the left, said arc having a radius of 388.01 feet, a central angle of 12°50'27" and a chord which bears N.43°26'52"W., 86.78 feet to a Point of Tangency; thence,

N.49°52'05"W., 154.89 feet to a Point of Curvature; thence,

Northwesterly, 140.98 feet on the arc of a curve to the left, said arc having a radius of 325.38 feet, a central angle of 24°49'28" and a chord which bears N.62°16'49"W., 139.88 feet to a Point of Tangency; thence,

N.74°41'33"W., 86.12 feet to a Point of Curvature; thence,

Northwesterly, 167.66 feet on the arc of a curve to the right, said arc having a radius of 218.41 feet, a central angle of 43°58'55" and a chord which bears N.52°42'05"W., 163.57 feet to a Point of Tangency; thence,

N.30°42'38"W., 125.62 feet to a Point of Curvature; thence,

Northwesterly, 129.52 feet on the arc of a curve to the left, said arc having a radius of 238.19 feet, a central angle of 31°01'34" and a chord which bears N.46°13'25"W., 127.95 feet to a Point of Tangency; thence,

N.61°44'12"W., 167.47 feet to a point on the approximate center section line of said Section 8; thence,

N.78°29'E., 66.44 feet on the said center section line to a point; thence,

S.61°41'12"E., 116.41 feet to a Point of Curvature; thence,

Southeasterly, 152.54 feet on the arc of a curve to the right, said arc having a radius of 281.69 feet, a central angle of 31°01'34" and a chord which bears S.46°13'25"E., 150.68 feet to a Point of Tangency; thence,

S.30°42'38"W., 125.62 feet to a Point of Curvature; thence,

Southeasterly, 135.03 feet on the arc of a curve to the left, said arc having a radius of 175.91 feet, a central angle of $43^{\circ}58'55''$ and a chord which bears $S.52^{\circ}42'05''E.$, 131.74 feet to a Point of Tangency; thence,

$S.74^{\circ}41'33''W.$, 86.12 feet to a Point of Curvature; thence,

Southeasterly, 159.39 feet on the arc of a curve to the right, said arc having a radius of 367.88 feet, a central angle of $24^{\circ}49'28''$ and a chord which bears $S.62^{\circ}16'49''E.$, 158.15 feet to a Point of Tangency; thence,

$S.49^{\circ}52'05''E.$, 154.89 feet to a Point of Curvature; thence,

Southeasterly, 96.48 feet on the arc of a curve to the right, said arc having a radius of 430.51 feet, a central angle of $12^{\circ}50'27''$ and a chord which bears $S.43^{\circ}26'52''E.$, 96.28 feet to a Point of Tangency; thence,

$S.37^{\circ}01'38''E.$, 634.55 feet to a Point of Curvature; thence,

Southeasterly, 50.94 feet on the arc of a curve to the right, said arc having a radius of 498.71 feet, a central angle of $05^{\circ}51'10''$ and a chord which bears $S.34^{\circ}06'03''E.$, 50.92 feet to a Point of Tangency; thence,

$S.31^{\circ}10'28''E.$, 233.84 feet to a Point of Curvature; thence,

Southeasterly, 204.75 feet on the arc of a curve to the right, said arc having a radius of 379.35 feet, a central angle of $30^{\circ}55'28''$ and a chord which bears $S.15^{\circ}42'44''E.$, 202.27 feet to a Point of Tangency; thence,

$S.00^{\circ}15'00''E.$, 191.06 feet to a Point of Curvature; thence,

Southeasterly, 284.41 feet on the arc of a curve to the left, said arc having a radius of 250.53 feet, a central angle of $65^{\circ}02'42''$ and a chord which bears $S.32^{\circ}46'21''E.$, 269.39 feet to a Point of Tangency; thence,

$S.65^{\circ}17'42''E.$, 10.32 feet to a point on the section line common to Sections 8 and 17, T.17N., R.12E., N.M.P.M.; thence,

$S.80^{\circ}44'W.$, 83.29 feet on the said section line common to Sections 8 and 17 to the Point and Place of Beginning, containing 2.559 acres, more or less.

6. Forest Road Special Use Permit, undated, unrecorded, between USDA Forest Service and Santa Fe Pacific Mining, Inc., permittee, covering approximately 4 miles of road containing 6.78 acres across Sections 5, 6, 8, Township 17 North, Range 12 East, and Section 1, Township 17 North, Range 11 East, San Miguel County, New Mexico.

7. Special Use Permit, dated December 2, 1981, unrecorded, between USDA Forest Service and Conoco, Inc., permittee, covering a 20 acre camp site in the NE/4 SE/4 of Section 1, Township 17 North, Range 11 East, San Miguel County, New Mexico.

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See attached Affidavit of Correction

CERTIFICATE OF DEATH
United States of America, State of New Mexico
New Mexico Vital Records and Health Statistics

County of Death: Bernalillo City, Town, Location: Albuquerque

DECEDENT NAME: First George Middle Donald Last Rector SEX: M DATE OF DEATH (mo, day, yr): Nov 29, 2005

DATE OF BIRTH (mo, day, yr): October 10, 1934 AGE: 71 RACE: White NATIVE AMERICAN, Specify Tribal Affiliation (e.g. Navajo, Hopi, etc.): None

is Decedent Hispanic? (If yes, more than one may be checked)
No ☒ Yes ☐ Cuban ☐ Spanish ☐ Mexican ☐ Other

PLACE OF DEATH - Name of hospital or other facility (If neither, give street and number or location): Vista Care Hospice

HOSPITAL: ☐ Inpatient ☐ Outpatient ☐ OOA ☐ OTHER ☒ Hospice Unit

STATE OR COUNTRY OF BIRTH: Missouri CITIZEN OF WHAT COUNTRY: US MARRIED, NEVER MARRIED, WIDOWED, DIVORCED - Specify: Married SURVIVING SPOUSE (If not, deceased name): Andrea L. Hernandez WAS DECEDENT EVER U.S. ARMED FORCES: ☐ Yes ☒ No

SOCIAL SECURITY NUMBER: [REDACTED] USUAL OCCUPATION (Kind of work done during most of working life, even if retired): Math Teacher KIND OF BUSINESS OR INDUSTRY: Middle School

RESIDENCE - State: New Mexico County: Bernalillo City, Town or Location: Albuquerque INSIDE CITY LIMITS: ☒ Yes ☐ No

STREET AND NUMBER OR LOCATION: 2440 Plaza Vizcaya NW ZIP CODE: 87104

FATHER - NAME: First Edwin Middle Rector Last Rector MOTHER - BIRTH NAME: First Floia Middle Kater Last Kater

INFORMANT - NAME (Type or print): Andrea L. Rector MAILING ADDRESS (Street/RFD No., City/Town, State): 2440 Plaza Vizcaya NW Albuquerque New Mexico 87104

METHOD OF DISPOSITION: ☐ Burial ☐ Cremation ☐ Removal from State ☐ Donation ☐ Entombment ☐ Other (Specify): Street Memorial Park

LOCATION: Albuquerque NM CEMETERY/CREMATORY - Name: Street Memorial Park LICENSE NUMBER: FSP 73

FACILITY - NAME: French Mortuary, Inc. - University Chapel City/Town: Albuquerque NM State: NM

21c. Office of Medical Investigator ☐ Certified Physician ☐ D.O. ☐ Forensic Pathologist ☒ Other (Specify): Medical Examiner

22a. Certifier's Signature: On the basis of a personal investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated.

22b. Type/Print Name: Ross Reichard, MD Mailing Address (City, State and Zip Code): OMI/UNM

DATE FILED AT NVHRIS (mo, day, yr): January 03, 2006 REGISTRAR'S SIGNATURE: [Signature] 573608

23. WAS AN AUTOPSY PERFORMED? ☐ Yes ☒ No 24. If yes, were findings considered in determining cause of death? ☐ Yes ☒ No LOCATION WHERE AUTOPSY WAS PERFORMED (CITY, STATE): Albuquerque NM

25a. WAS RECENT SURGICAL PROCEDURE PERFORMED? IF YES, SPECIFY TYPE OF PROCEDURE: None DATE OF PROCEDURE: None

25b. ☐ Yes ☒ No 25c. ☐ Yes ☒ No 25d. ☐ Yes ☒ No

26. DESCRIBE HOW INJURY OCCURRED (COMPLETE FOR ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED): Fall from standing height HOUR OF INJURY: Unknown DATE OF INJURY (mo, day, yr): Nov 22, 2005

27a. ☒ Yes ☐ No 27b. ☐ Yes ☒ No 27c. ☐ Yes ☒ No

27d. PLACE OF INJURY - Specify home, farm, street, etc.: Street LOCATION ADDRESS (Street/RFD No., City/Town, State): Albuquerque Bernalillo NM

28. PART I. Enter the diseases, injuries or complications which caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause per each line.

IMMEDIATE CAUSE (Final disease or condition resulting in death): Complication of Left hip fracture

29. Due to (or as a consequence of): Due to (or as a consequence of):

30. Due to (or as a consequence of): Due to (or as a consequence of):

31. Due to (or as a consequence of): Due to (or as a consequence of):

32. Due to (or as a consequence of): Due to (or as a consequence of):

PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.

LAST WILL AND TESTAMENT

OF

GEORGE D. RECTOR

KNOW ALL MEN BY THESE PRESENTS:

THAT I, GEORGE D. RECTOR, of Albuquerque, New Mexico, do hereby make, publish, and declare this to be my Last Will and Testament and do hereby revoke all former Wills and Codicils to Wills made by me.

ARTICLE I **DECLARATIONS**

A. I declare that I am married to ANDREA L. RECTOR and that any reference in this Last Will and Testament to "my wife" shall mean my beloved wife, ANDREA L. RECTOR.

B. I declare that my wife, ANDREA L. RECTOR, has two (2) children from previous marriages, namely: STEPHANIE TOROK and DAMIEN VALDESPINO. I have no children of my own.

C. I declare that my wife and I are making similar Wills on the same date in which we have provided for the administration of the community property interest of the other, if the other shall consent, and in which each of us may be a beneficiary of the other. However, the publication of such Wills does not constitute any agreement or contract between us to make joint and mutual Wills, nor shall they be considered to be reciprocal Wills, so that either of us may revoke or amend our own Will at any time prior to the

George D. Rector
GEORGE D. RECTOR

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death of the other and either of us may revoke the consent for the administration of the community property.

ARTICLE II
DEBTS

I direct that all administrative expenses, enforceable claims against my estate, funeral expenses, expenses of my last illness, and estate taxes, if any, be paid from my estate as soon as after my death as may be practical.

ARTICLE III
PERSONAL PROPERTY

I give, devise and bequeath all of my interest in my household goods, furniture, furnishings, and other personal effects to my wife, ANDREA L. RECTOR, if she survives me, unless I provide for a different disposition of certain of these items by a written instrument signed by me and in existence at the time of my death. If my wife, ANDREA L. RECTOR, does not survive me, then my Personal Representative shall distribute this property as I may direct in the above-mentioned written instrument. If no written instrument is left by me or if the instrument does not cause the distribution of all such property, then my Personal Representative shall collect and sell such property and distribute the proceeds amongst my wife's children, or to the issue of a deceased child, in such a manner that the distribution is as nearly equal as possible in value among the family groups of my children, but my Personal Representative shall have no duty to sell any of this property in order to make the distribution exactly equal.

George D. Rector

GEORGE D. RECTOR

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ARTICLE IV
RESIDUARY ESTATE


I give, devise and bequeath all of the rest, residue and remainder of my estate to my wife, ANDREA L. RECTOR. If my wife, ANDREA L. RECTOR, fails to survive me, then I give, devise and bequeath all of the rest, residue and remainder of my estate to my wife's children, STEPHANIE TOROK and DAMIEN VALDESPINO, an undivided one-half to each or their issue per stirpes.

ARTICLE V
PERSONAL REPRESENTATIVE

A. My Personal Representative shall have the same power over the title to property of my estate that an absolute owner would have, subject only to his or her trust to use and apply the property for the benefit of creditors and other interested parties in my estate. The power may be exercised without notice, hearing, or order of court. In addition, my Personal Representative shall have all the powers specifically enumerated under Section 45-3-715, N.M.S.A. 1978, and all other powers reasonably necessary to the carrying out of the duties of a Personal Representative.

B. In no event will my Personal Representative be required to furnish bond for the proper discharge of the duties of Personal Representative under this, my Last Will and Testament.

ARTICLE VI
APPOINTMENT OF PERSONAL REPRESENTATIVE


GEORGE D. RECTOR

AS per

A. I appoint my wife, ANDREA L. RECTOR of Albuquerque, New Mexico as my Personal Representative under this my Last Will and Testament.

B. If my wife, ANDREA L. RECTOR, is unable or unwilling to serve in that capacity, or ceases to act as my Personal Representative, I then direct my wife's brother, DAVID N. HERNANDEZ of Albuquerque, New Mexico.

C. If there is no designated Personal Representative able or willing to serve at any time, before or after qualification, then a successor Personal Representative shall be appointed by the District Court, County of Bernalillo, State of New Mexico.

ARTICLE VII INDEPENDENT PROVISIONS

If any provisions of this Will are found to be unenforceable for any reason, the remaining provisions shall nonetheless be carried into effect.

ARTICLE VIII SURVIVORSHIP

No person shall be deemed to have survived me for the purposes of this Will if such person dies within sixty (60) days of the date of my death.

ARTICLE IX OTHER HEIRS OR CLAIMANTS

I have, except as otherwise specifically provided in this Will, intentionally and with full knowledge, omitted to provide for my heirs. In addition, the devises and bequests of this Will are intended to be in lieu of any other claims (other than those arising

Sealed packet
DS LNH

under Articles II hereof), of whatever nature and whether arising by statute or otherwise, by any beneficiary hereunder, and any beneficiary who asserts such other claim or contests the validity of this Will shall forfeit any and all interest herein and shall receive a sum of One Dollar (\$1.00) in lieu of any devise or bequest made to that beneficiary. Any property forfeited under the provisions of this Article shall be distributed as part of the residue of my estate.

IN WITNESS WHEREOF, I, GEORGE D. RECTOR, have subscribed my name to my Will comprised of seven (7) pages, including the following pages, and upon each page of which I have written my name this 24th day of March, 2003, at the City of Albuquerque, County of Bernalillo, State of New Mexico.

George D. Rector
GEORGE D. RECTOR

George D. Rector
GEORGE D. RECTOR

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ATTESTATION CLAUSE

This Will, consisting of seven (7) pages, including the following page, was signed by the above-named Testator in the State of New Mexico, as and for the Testator's Will, in the presence of us, who at the Testator's request and in the Testator's presence and in the presence of each other, have signed our names as Witnesses. We believe that the Testator has reached the age of majority and is of sound mind at this time.

WITNESSES:

Ann SCHEIBNER Residing at 1015 GOLD AV SW
Albu New Mexico 87102

Shelly R. Baskett Residing at 6304 Beaver Ct, NE, P.O. Ranch
New Mexico

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

We, GEORGE D. RECTOR, ANN SCHEIDTNER and Shelly R Bartlett, the Testator and the witnesses, respectively, whose names are signed to the foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the Testator signed and executed this instrument as his Last Will and Testament, that he signed willingly, that he executed it as his free and voluntary act for the purposes therein expressed; that each of the witnesses saw the Testator sign, and, in the presence of the Testator and in the presence of each other, the witnesses signed his Last Will and Testament as witnesses and that to the best of the knowledge of the witnesses the Testator had reached the age of majority, was of sound mind and was under no constraint or undue influence.

George D. Rector
GEORGE D. RECTOR

Ann Schick
WITNESS

Sheela R. Bhatt
WITNESS)

SUBSCRIBED, sworn to and acknowledged before me by GEORGE D. RECTOR, the Testator, and subscribed and sworn to before me by Ana Scherona and Melley Garrett, witnesses, this 24th day of March, 2003.

My Commission Expires:

1/24/04

formal\willstrector.wil

Page 7 of 7



United States of America - State of New Mexico - New Mexico Vital Records and Health Statistics.

CERTIFICATE OF DEATH - Certified by Medical Investigator

Certified by Physician

Bernalillo

Albuquerque

County of Death

City, Town, Location

511439

1. DECEDENT - NAME First Middle Last Dale Harold CARLSON		2. SEX M	3. DATE OF DEATH (mo, day, yr) August 9, 2002
4. DATE OF BIRTH (mo, day, yr) Dec. 22, 1933	5a. AGE - last birthday 68	5b. UNDER 1 YEAR MOS. DAYS HOURS MINS.	6. RACE - Specify White, Black, Native American, etc. White
7. DECEASED HISPANIC? a. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Specify: Spanish Mexican Cuban Puerto Rican Other		8. EDUCATION OF DECEDENT - Indicate highest grade completed 7 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 X UNK	
9. PLACE OF DEATH - Name of hospital or other facility (if neither, give street and number or location) Presbyterian Kaseman Hospice Inpatient Unit		10. DATE OF DEATH (mo, day, yr) AUG 30 2002	
11. HOSPITAL a. <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence		12. OTHER (Specify) BURIAL OF LAND MGMT	
13. STATE OR COUNTRY OF BIRTH Kansas	14. CITIZEN OF WHAT COUNTRY U.S.A.	15. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED - Specify Divorced	16. SURVIVING SPOUSE (if wife, give birth name) N.M.S.O. SANTA
17. SOCIAL SECURITY NUMBER 525-72-2639		18. USUAL OCCUPATION (Kind of work done during most of working life, even if retired) Consulting Geologist	
19. RESIDENCE - State New Mexico		20. CITY, TOWN OR LOCATION Albuquerque	
21. STREET AND NUMBER OR LOCATION 3736 Big Bend Rd. NE		22. ZIP CODE 87111	
23. FATHER - NAME First Middle Last Harold J. Carlson		24. MOTHER - BIRTH NAME First Middle Last Florence L. Freedle	
25. INFORMANT - NAME (Type or print) Wayne LaBeau		26. MAILING ADDRESS Street/RFD No. City/Town State Zip 8209 Krim NE Albuquerque NM 87109	
27. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Other (Specify)		28. CEMETERY/CREMATORY - Name Sunset Memorial Park	
29. LOCATION City/Town State Albuquerque NM		30. FUNERAL SERVICE LICENSEE or PERSON ACTING AS SUCH - Signature JAL M. P... License Number FSP 750	
31. FACILITY - NAME French Mortuary, Inc.		32. FACILITY - ADDRESS Street/RFD No. City/Town State 10500 Lomas Blvd. NE Albuquerque NM	
33. CERTIFIER'S SIGNATURE - On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Richard Giudice, M.D.		34. DATE SIGNED (mo, day, yr) 8/9/02	
35. TYPE/PRINT NAME Richard Giudice, M.D.		36. HOUR OF DEATH 0310 hrs.	
37. ADDRESS 4901 Lang NE, Albuquerque, NM		38. MANNER OF DEATH <input checked="" type="checkbox"/> NATURAL <input type="checkbox"/> ACCIDENT <input type="checkbox"/> SUICIDE <input type="checkbox"/> HOMICIDE <input type="checkbox"/> UNDETERMINED	
39. DATE FILED AT NMVHS (mo, day, yr) August 14, 2002		40. STATE REGISTRAR'S SIGNATURE Sydella P...	
41. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		42. LOCATION WHERE AUTOPSY WAS PERFORMED (CITY, STATE)	
43. IF YES, SPECIFY TYPE OF PROCEDURE		44. DATE OF PROCEDURE	
45. WAS RECENT SURGICAL PROCEDURE PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		46. WAS DECEDENT PREGNANT WITHIN LAST 8 WEEKS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
47. DESCRIBE HOW INJURY OCCURRED (COMPLETE FOR ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED)		48. HOUR OF INJURY	
49. INJURY AT WORK <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		50. DATE OF INJURY - (mo, day, yr)	
51. PLACE OF INJURY - Specify home, farm, street, etc.		52. LOCATION Street/RFD No. City/Town State	
53. PART I. Enter the diseases, injuries or complications which caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause per each line. IMMEDIATE CAUSE (Final disease or condition resulting in death) → Metastatic Kidney Cancer		54. Approximate interval between onset and death 8 yrs	
55. Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST		56. DUE TO (OR AS A CONSEQUENCE OF):	
57. DUE TO (OR AS A CONSEQUENCE OF):		58. DUE TO (OR AS A CONSEQUENCE OF):	
59. DUE TO (OR AS A CONSEQUENCE OF):		60. DUE TO (OR AS A CONSEQUENCE OF):	
PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.			

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This is a true and exact reproduction of all or part of the document officially registered and filed with the New Mexico Vital Records and Health Statistics, Public Health Division, Department of Health.

State Registrar

DATE ISSUED AUG. 14, 2002

LAFLIN, LIEUWEN, PICK & HEER, P.A.
ATTORNEYS AND COUNSELORS AT LAW
8500 Menaul Boulevard, Northeast
Suite B450
Albuquerque, New Mexico 87112

JOHN E. HEER
BRIAN D. KENNEDY
JOHN D. LAFLIN
JOHN N. LIEUWEN
DAN PICK

P.O. Box 3260
Albuquerque, New Mexico 87190

505-883-0679
1-800-284-1371
Facsimile 505-883-5824

TAXATION
ESTATE PLANNING
BUSINESS PLANNING
PENSION PLANS
TAX LITIGATION

July 22, 2002

RECEIVED

AUG 30 2002

BUR. OF LAND MGMT.
N.M.S.O. SANTA FE

Dale Carlson
3736 Big Bend NE
Albuquerque, NM 87111

Dear Dale:

I hope this letter finds you feeling better. Enclosed is a copy of your executed Will, Power of Attorney and Healthcare Directive. Please feel free to call me if you have any questions.

Sincerely yours,

LAFLIN, LIEUWEN, PICK & HEER, P.A.

By 
Brian D. Kennedy

BDK:

N:\Kennedy\ Dale Carlson \ltr7-22-2.wpd

WILL OF DALE CARLSON

I, DALE CARLSON, presently of Albuquerque, County of Bernalillo, State of New Mexico, and a citizen of the United States, do make and declare this my Will. I revoke all prior Wills and codicils.

I

FAMILY STATUS

I declare that I am a single person and that I have no children.

II

PERSONAL REPRESENTATIVE

RECEIVED

AUG 30 2002

BUR. OF LAND MGMT.
N.M.S.O. SANTA FE

I nominate and appoint my friend, WAYNE LABEAU, presently of Albuquerque, New Mexico, to be my Personal Representative. In the event of the incapacity of WAYNE LABEAU or if he ceases to act as Personal Representative, then I direct that my friend, PATSY C. JONES, presently of Albuquerque, New Mexico, act as my Personal Representative.

My Personal Representative shall have such authority, powers, duties and responsibilities as are prescribed by law. In addition, I authorize and empower my Personal Representative to make any elections or allocations permitted under tax laws. I direct that my Personal Representative shall be permitted to qualify and act in any jurisdiction without bond or security. If the law of any state where my estate may be administered permits independent administration, I authorize and empower my Personal Representative to administer my estate independently without administration, order or direction of any court.

III

DISPOSITIVE PROVISIONS

1. Specific Devise of Certain Items of Tangible Personal Property. I may leave a written statement or list, signed by me, disposing of items of tangible personal property (other than money). If I do, and if my written statement or list is found and identified as such by my Personal Representative not later than thirty (30) days after my Personal Representative receives notice of my death, then my written statement or list is to be given effect to the extent authorized by law and is to take precedence over any contrary devise or devises of the same item or items of property in this Will. In the event a devisee fails to claim and receive any item devised under my written statement

JC

JR

KR

RECEIVED

AUG 30 2002

BUR. OF LAND MGMT.
N.M. STATE

or list at such devisee's own expense within ten (10) days after such devisee's receipt of written notice, then such item shall be disposed of as I hereinafter provide. To the extent not otherwise disposed of in accordance with my written statement or list, I devise my tangible personal property to my friend, WAYNE LABEAU.

2. Specific Devise of Vehicles. I devise to my friend, WAYNE LABEAU, any automobiles or other vehicles which are not held in joint tenancy.

3. Specific Devise of Income from Pecos Claim. I devise all income from the first two (2) payments from the Pecos Claim in the following manner: to Wayne Labeau (42%); to Patsy Jones (28%); to Karen Carlson (10%); to Kirby Schall (10%), and to Kristine Donarski (10%). In the event that any of the aforementioned beneficiaries of my residuary estate predecease me or cannot be found, then such beneficiary's share shall be divided among the remaining beneficiaries in the same percentage as the beneficiaries' shares above bear to the total remaining shares.

4. Specific Devise of Unpatented Mining Claims. I devise all of my rights, whether real or personal, in any unpatented mining claims, other than that certain income from the Pecos Claim specifically devised otherwise hereinabove, to Wayne Labeau.

5. Residuary. I devise, after the payment of valid debts, taxes (if any), expenses of administration and other expenses, all of the remainder of my estate, to Wayne Labeau.

6. Miscellaneous Provisions.

In the event there are no living beneficiaries entitled to the distribution of my estate and no other disposition of the property is directed by this instrument, the remaining portion of my estate shall be distributed to the persons who would inherit my property pursuant to the laws of descent and distribution in the State of New Mexico in force at the time stipulated for distribution and in the proportions therein provided as if I had died intestate 120 hours after such time, unmarried, and domiciled in such State, and survived only by such persons.

IV

MISCELLANEOUS

1. Tax Provision. I direct that my Personal Representative pay out of my residuary estate all transfer, inheritance, or estate taxes, state or federal, which may be imposed upon my estate, or upon the proceeds of any insurance policies on my life, or upon any inter vivos trusts, or

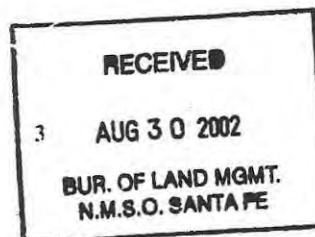
upon any devise, and that such taxes shall not be charged to or required to be paid by any specific devisee.

2. Incontestability. The bequests, devises and appointments in this Will are intended to be in lieu of any other claim, of whatever nature and whether arising by statute or otherwise, by any taker hereunder or heir, and any taker or heir who asserts any other claim or contests the validity of this Will, or otherwise maintains before any judicial body that this is not the Will of DALE CARLSON shall forfeit any and all interest herein and shall receive only the sum of One and no/100ths Dollars (\$1.00) in lieu of any devise made to him or her. The preceding sentence shall not apply to any taker or heir who (1) neither contests this Will or institutes other proceedings relating to this Will or my estate if probable cause exists for instituting proceedings, (2) participates solely as a witness in any proceeding involving this Will or my estate or (3) appears in any capacity in any proceeding solely for the construction of this Will. Any property forfeited by operation of this paragraph shall be distributed as part of the residue of my estate.

3. Spendthrift Provision. Except as otherwise provided in this Will, no beneficiary may anticipate, assign, sell, or transfer any benefits to be derived under this Will and no assignment or order by way of anticipation of any part of the income or principal of this Will shall be valid, nor shall such be accepted by the Personal Representative, and no beneficiary shall have the power to encumber or change his or her interest. In addition, no such beneficial interest, while in the possession of the Personal Representative, shall be liable for, or subject to, the debts, obligations, liabilities, torts, or contracts of any beneficiary. Moreover, all payments, whether of income or of principal, shall be made by the Personal Representative directly to the beneficiary, or for his or her benefit. The interest of any beneficiary in either the principal or income of this Will shall not be subject to the claims of any creditor of any such beneficiary, nor be subject to the attachment, garnishment, execution, or other legal or equitable process or lien brought by or in favor of any creditor.

4. Definition of Certain Terms. As used in this Will:

A. A "child" or the "children" of a person refers to any individual to whom the person is a natural or adoptive parent.



B. "Child" means any person including any child of the person and any lineal descendant of such child, whether natural or adopted.

C. "Incapacity" means, with respect to any individual, that he or she is deceased or otherwise unable to manage effectively his or her person, or property, or financial affairs, as stated in writing by such individual's attending physician, and if the individual is the Testator, confirmed in writing by a second physician.

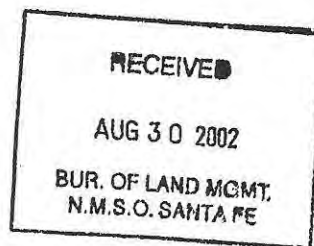
D. "Representation" means the estate is divided into as many equal shares as there are surviving issue in the nearest degree of kinship and deceased individuals in the same degree who left issue surviving the decedent, each surviving issue in the nearest degree receiving one share and the share of each deceased individual in the same degree being divided among issue of that individual in the same manner.

I have hereunto set my hand and declared this to be my Will at Albuquerque, New Mexico.

EXECUTION, ATTESTATION AND SELF-PROVING AFFIDAVIT

I, DALE CARLSON, the Testator, sign my name to this instrument this 21 day of July, 2002 and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed and that I am eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Dale Carlson
DALE CARLSON



We, Julietta Thompson - Roberson and Kevin M. Roberson, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as the Testator's Will and that the Testator signs it willingly or directs another to sign for the Testator, and that each of us, in the presence of the Testator and in the presence of each other, hereby signs this instrument as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen (18) years of age or older, of sound mind and under no constraint or undue influence.

Julietta Thompson Roberson
WITNESS

3740 Big Bend NE
Albuquerque, New Mexico

Kevin M. Roberson
WITNESS

3740 Big Bend NE
Albuquerque, New Mexico

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

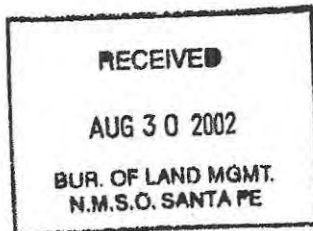
JK
JLR

Subscribed, sworn to and acknowledged before me by DALE CARLSON, the Testator, and subscribed and sworn to before me by Julietta Thompson Roberson and Kevin Roberson, witnesses, this 21 day of July, 2002.

My Commission Expires:

8/14/03

[Signature]
NOTARY PUBLIC



RECEIVED

AUG 30 2002

BUR. OF LAND MGMT.
N.M.S.O. SANTA FE

POWER OF ATTORNEY

I, DALE CARLSON, presently of Albuquerque, County of Bernalillo, State of New Mexico, do hereby appoint my friend, WAYNE LABEAU, presently of Albuquerque, New Mexico, as my attorney-in-fact. In the event WAYNE LABEAU is unable or unwilling to serve in such capacity, I appoint my friend, PATSY C. JONES, presently of Albuquerque, New Mexico, as my successor attorney-in-fact. My attorney-in-fact shall act in my name, place and stead, on my behalf and subject to all of the terms and conditions herein set out.

(1) **APPOINTMENT OF ATTORNEY-IN-FACT:** Notwithstanding the other provisions of this power of attorney, the rights, powers and authority of my attorney-in-fact shall commence only upon my incapacity as herein set out and shall remain in effect until such incapacity is terminated. By "incapacity," "incapacitated," or "incapacitation," I mean that among other things, I am disabled or otherwise unable to manage effectively my personal care, property or financial affairs. For the purposes of the exercise of this power by my attorney-in-fact, my incapacity shall be conclusively determined by any one of the following:

- (a) A written declaration by me to my attorney-in-fact; or
- (b) A written declaration by my personal physician which is confirmed by a second physician's opinion to me, and to my attorney-in-fact.

Should my physician fail to render such a written determination as to my incapacity within a reasonable time upon request by my attorney-in-fact, then I request that the President of the local Medical Society of the county in which I am then residing appoint two (2) local physicians to conduct an examination into my incapacity. This committee shall be authorized, but not required, to rely solely upon the written evidence submitted to it whether or not I am found to be incapacitated. The committee shall present its findings in writing to my attorney-in-fact and the determination of such committee shall be conclusive as to my incapacity.

(2) **DURABILITY OF POWER OF ATTORNEY:**

(a) **THIS POWER OF ATTORNEY SHALL BECOME EXERCISABLE ONLY IF I BECOME INCAPACITATED. THIS POWER OF ATTORNEY WILL TERMINATE UPON MY DEATH, UNLESS I HAVE REVOKED IT PRIOR TO MY DEATH.**

(b) Unless otherwise expressly limited, when hereinafter referencing my "attorney-in-fact," I mean not only WAYNE LABEAU, but also any successor attorney-in-fact.