TOEROEK
ASSOCIATES, INC.

1208191

August 30, 2011

Ms. Carol Pokorny
U.S. Environmental Protection Agency
Region 8
1595 Wynkoop Street
Denver, CO 80202-1129

ATTORNEY WORK PRODUCT

Re: Contract No. EP-R8-09-10
Task Order No. 022
Rico Argentine Site
Current Ownership

Ex. 5 Attorney Work Product (AWP)

300 Union Blvd., Suite 520
Lakewood, CO 80228
303-420-7735
Fax: 303-420-7658

Ex. 5 Attorney Work Product (AWP)

Ex. 5 Attorney Work Product (AWP)

Thank you for the work. Please feel free to contact me with any questions.

Sincerely,

Lindsay Garner
PROJECT MANAGER

Attachments: Current Ownership Table and Map

cc: A. Piggott, EPA
TO-022 File

ED_004657_00000117-00003

ATTACHMENT 1 - CURRENT OWNERSHIP TABLE
RICO ARGENTINE SITE

MINING CLAIM NAME	M.S. NO.	CURRENT OWNER	OWNER'S ADDRESS	VESTING DEED	INTEREST OWNED	COMMENTS

Ex. 5 Attorney Work Product (AWP)

ED_004657_00000117-00004

ATTACHMENT 1 - CURRENT OWNERSHIP TABLE
RICO ARGENTINE SITE

MINING CLAIM NAME	M.S. NO.	CURRENT OWNER	OWNER'S ADDRESS	VESTING DEED	INTEREST OWNED	COMMENTS

Ex. 5 Attorney Work Product (AWP)

ED_004657_00000117-00005

ATTACHMENT 1 - CURRENT OWNERSHIP TABLE
RICO ARGENTINE SITE

MINING CLAIM NAME	M.S. NO.	CURRENT OWNER	OWNER'S ADDRESS	VESTING DEED	INTEREST OWNED	COMMENTS

Ex. 5 Attorney Work Product (AWP)

ED_004657_00000117-00006

ATTACHMENT 1 - CURRENT OWNERSHIP TABLE
RICO ARGENTINE SITE

MINING CLAIM NAME	M.S. NO.	CURRENT OWNER	OWNER'S ADDRESS	VESTING DEED	INTEREST OWNED	COMMENTS

Ex. 5 Attorney Work Product (AWP)

ED_004657_00000117-00007

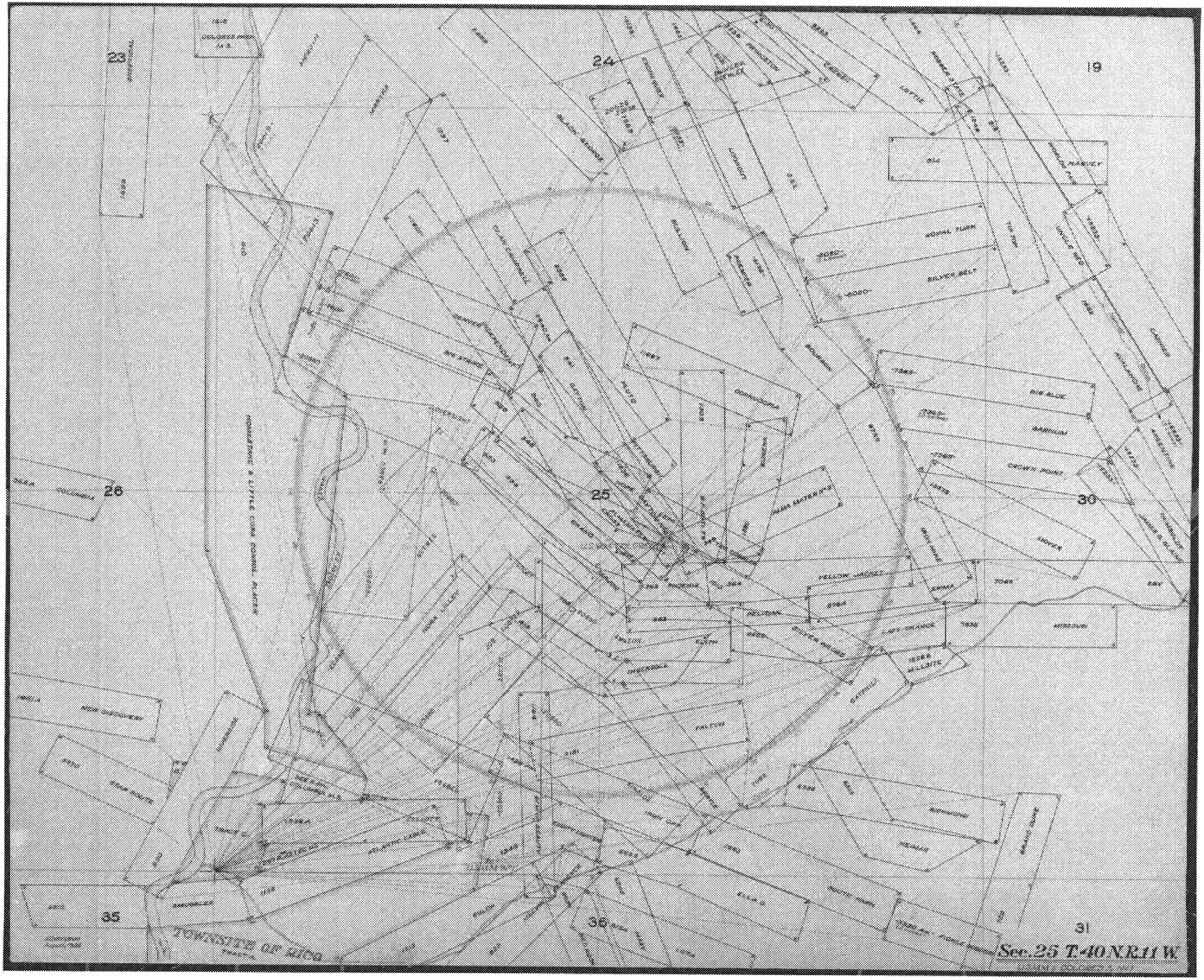
ATTACHMENT 1 - CURRENT OWNERSHIP TABLE
RICO ARGENTINE SITE

MINING CLAIM NAME	M.S. NO.	CURRENT OWNER	OWNER'S ADDRESS	VESTING DEED	INTEREST OWNED	COMMENTS

Ex. 5 Attorney Work Product (AWP)

ED_004657_00000117-00008

Ex. 5 Attorney Work Product (AWP)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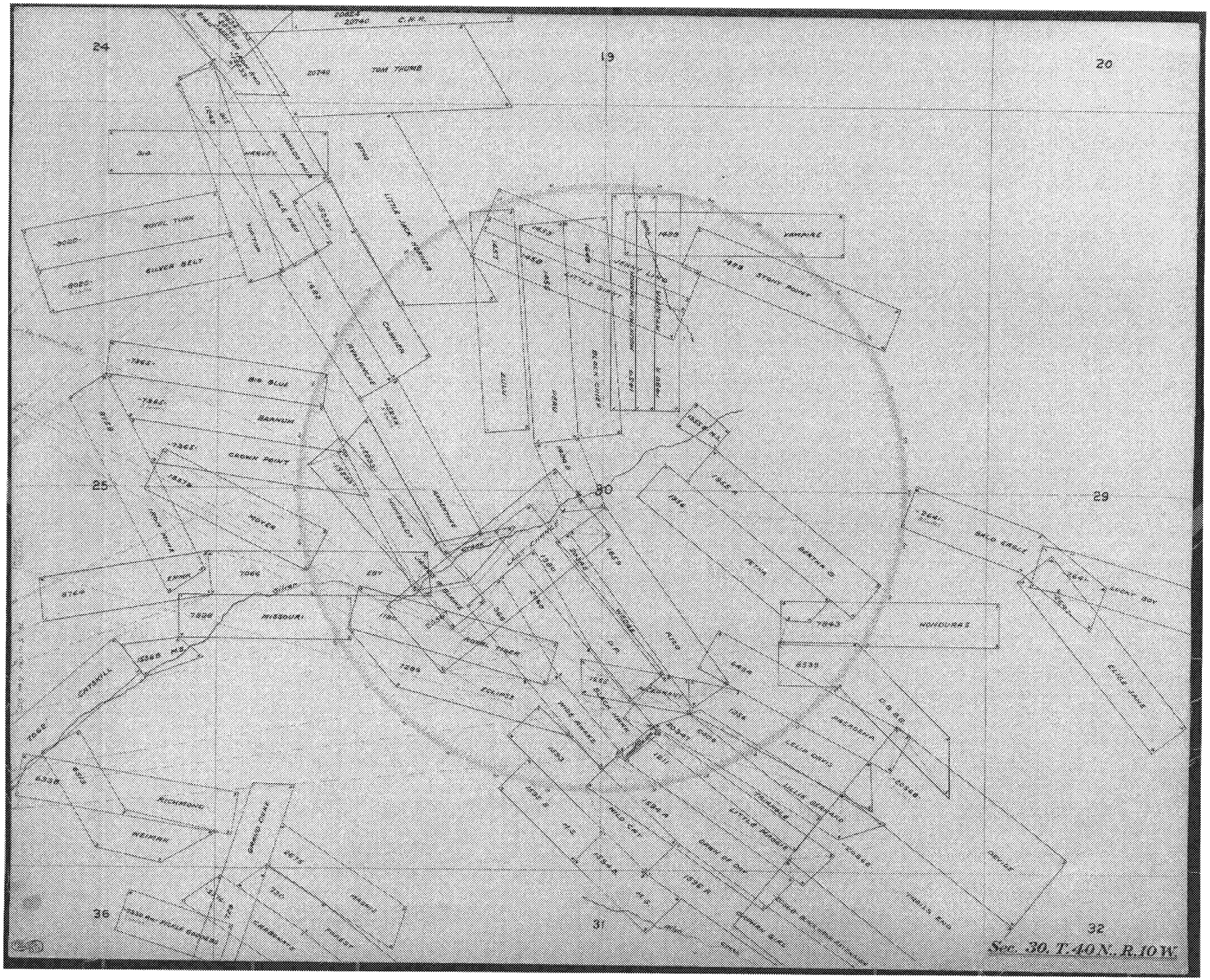
TOWNSITE OF RICO
Sec. 25 T.40 N.R.11 W.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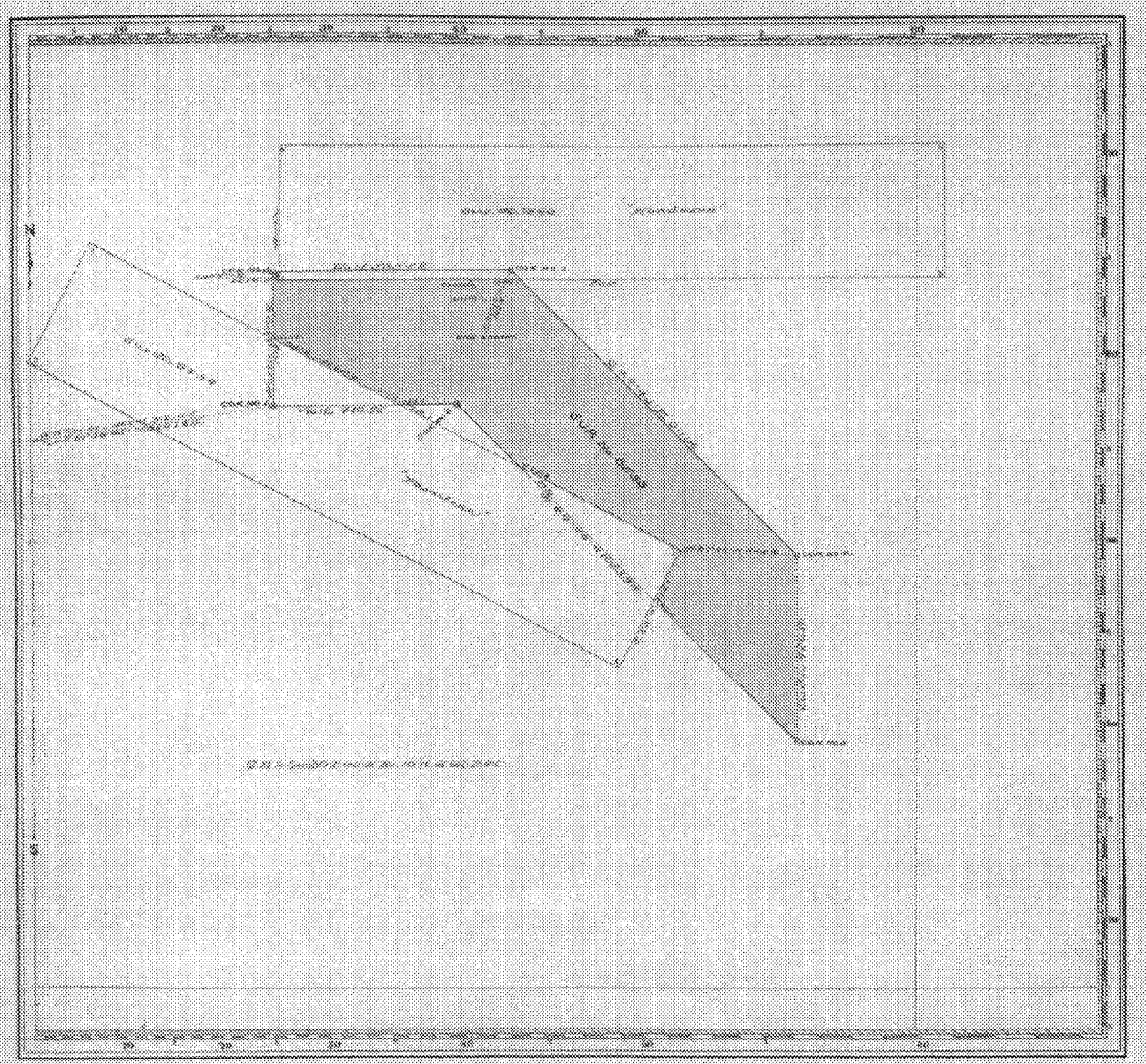
Sec. 30, T.40 N., R.10 W.

(4-675)



Date of Location: August 20th 1884

Mineral Survey No. 8539

Lot No.

Durango Land District.

PLAT

OF THE CLAIM OF

Everest & Townsend

KNOWN AS THE

D AND B B LODE

IN Pioneer MINING DISTRICT,

DOLORES COUNTY, COLORADO

Containing an Area of 9.225 Acres.

Scale of 200 feet to the inch.

Variation

SURVEYED August 18th 1884 BY

Geo. H. Lee, U.S. Deputy Mineral Surveyor,

The Original Field Notes of the Survey of the Mining Claim of

Everest & Townsend

known as the

D and B B Lode

Now which this plat has been made under my direction, have been examined and approved, and are on file in this Office; and I hereby certify that they furnish such an accurate description of said Mining Claim as will, if incorporated into a patent, serve fully to identify the premises, and that such reference is made therein to natural objects or permanent monuments as will perpetuate and fix the bounds thereof.

I further certify that the Hundred Dollars worth of labor has been expended or improvements made upon said Mining Claim by claimants or their grantors, and that said improvements consist of [illegible]

that the location of said improvements is correctly shown upon this plat, and that no portion of said labor or improvements has been included in the estimate of expenditures upon any other claim.

And I further certify that this is a correct plat of said Mining Claim made in conformity with said original field notes of the survey thereof, and the same is hereby approved.

U.S. Surveyor General's Office

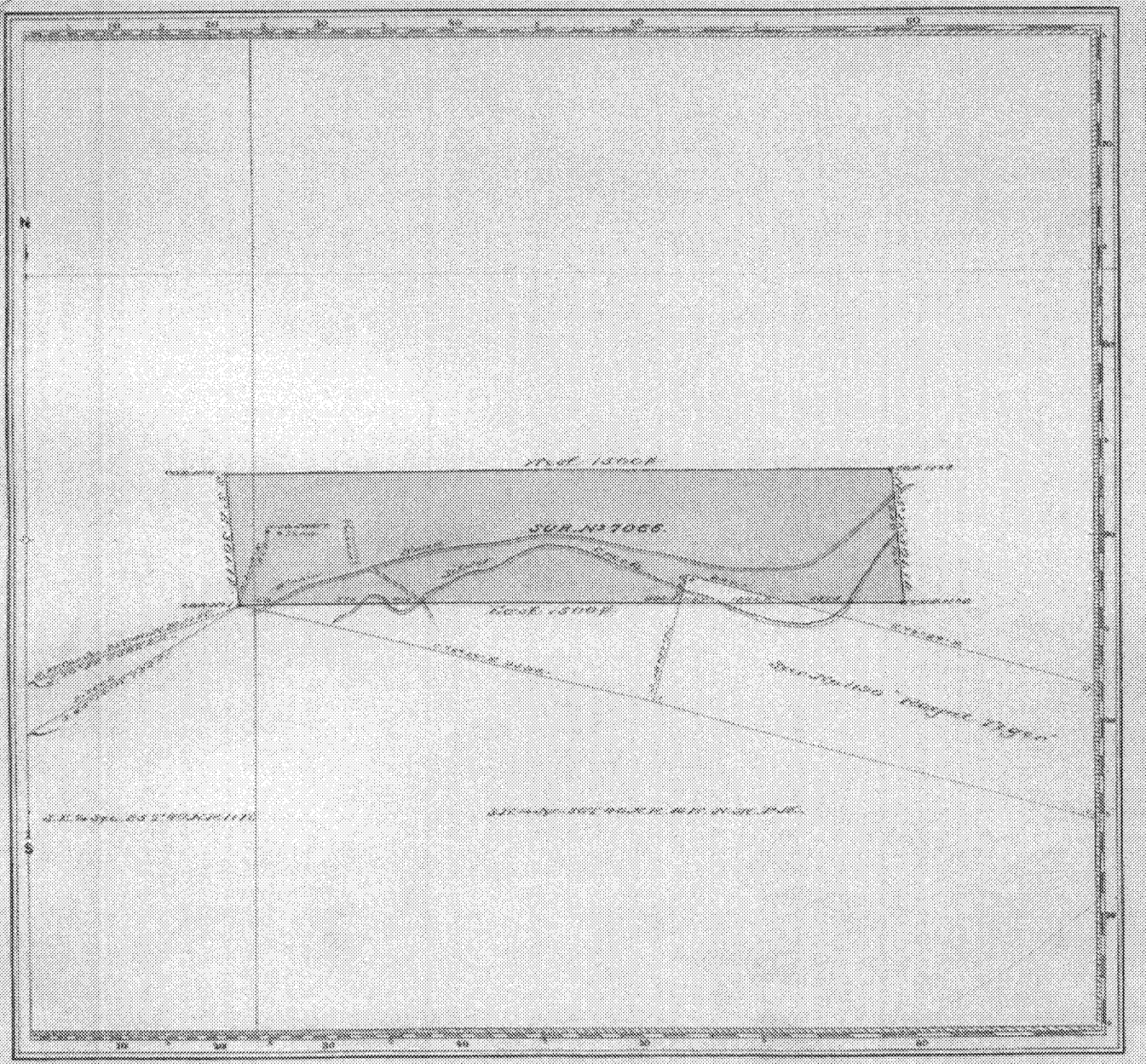
Denver, Colorado

September 2nd 1884

Geo. H. Lee

U.S. Surveyor General for Colorado

(4-675)



Date of Amended Location Certificate
August 4th 1891

Mineral Survey No. 7066

Lot No.

Durango Land District

PLAT

OF THE CLAIM OF

Jeffries Thompson et al.

KNOWN AS THE

EBY LODE

IX Pioneer MINING DISTRICT,
Dolores COUNTY, Colorado
Containing an Area of 10.145 Acres.
Scale of 200 feet to the inch.
Variation 15 East
SURVEYED August 25th 1891 BY
E. H. Hunt,
U.S. Deputy Mineral Surveyor,

The Original Field Notes of the Survey of the Mining Claim of
Jeffries Thompson et al.
known as the
Eby Lode

from which this plat has been made under my direction, have been examined and approved, and are on file in this Office; and I hereby certify that they furnish such an accurate description of said Mining Claim as will, if incorporated into a patent, serve fully to identify the premises, and that such reference is made therein to natural objects or permanent monuments as will perpetuate and fix the Access thereof.

I further certify that Five Hundred Dollars worth of labor has been expended or improvements made upon said Mining Claim by claimants or their grantors, and that said improvements consist of two shafts and a tunnel, as appears by the affidavit of the deputy surveyor.

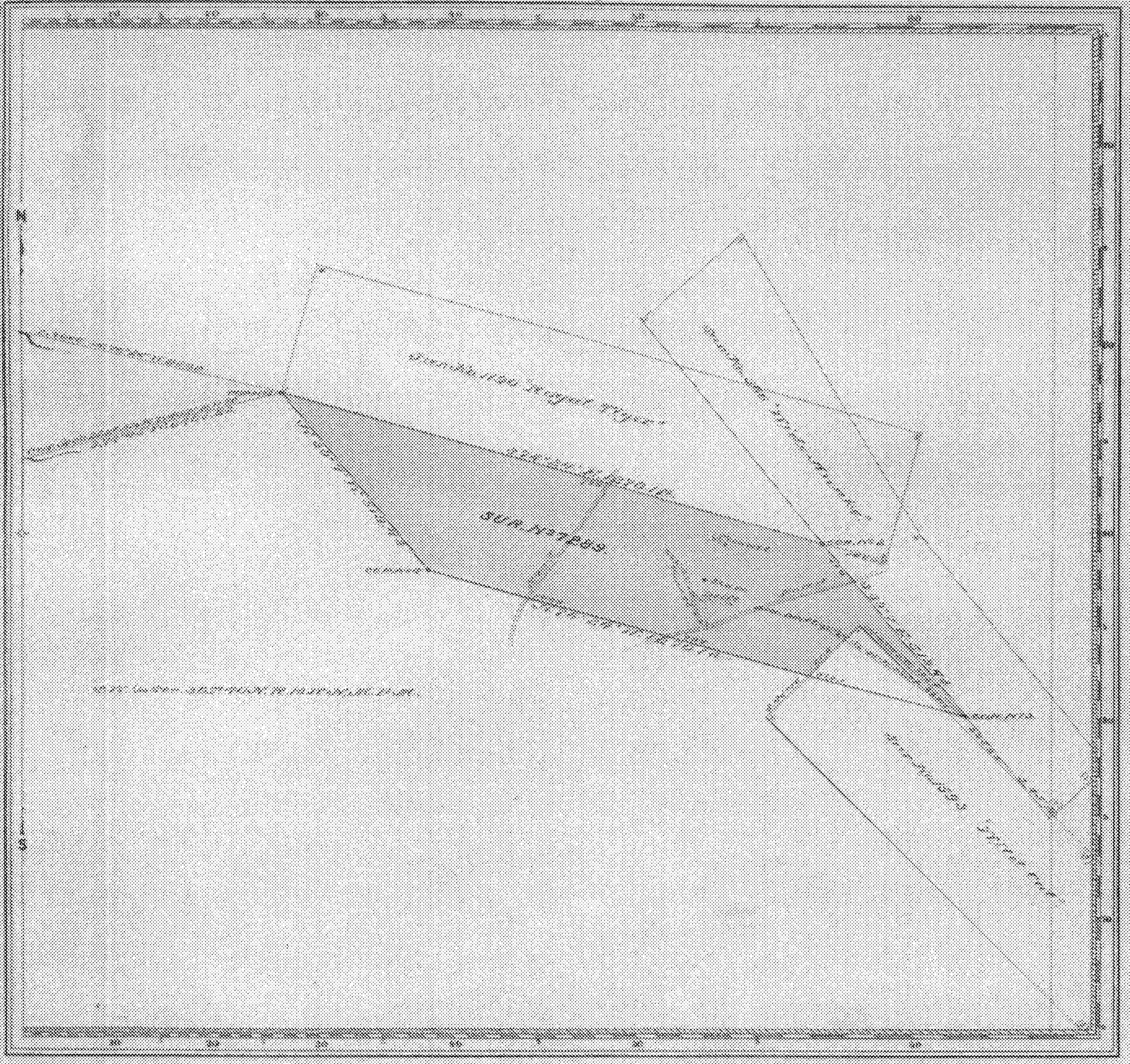
that the location of said improvements is correctly shown upon this plat, and that no portion of said labor or improvements has been included in the estimate of expenditures upon any other claim.

And I further certify that this is a correct plat of said Mining Claim made in conformity with said original field notes of the survey thereof, and the same is hereby approved.

U.S. Surveyor General's Office
Denver Colorado
December 30th, 1891

[signature]
U.S. Surveyor General for
Colorado

(4-675)



Mineral Survey No. 7289

Lot No.

Durango Land District

PLAT

OF THE CLAIM OF

John Kiler et al

KNOWN AS THE

ECLIPSE LODE

IN [illegible] MINING DISTRICT,

[illegible] COUNTY, COLORADO

Containing an Area of 8.219 Acres.

Scale of 200 feet to the inch.

Variation 13°15' East.

SURVEYED December 6th 1891 BY

E. M. Hunt

U.S. Deputy Mineral Surveyor.

The Original Field Notes of the Survey of the Mining Claim of

John Kiler et al

known as the

Eclipse Lode

from which this plat has been made under my direction, have been examined and approved, and are on file in this Office; and I hereby certify that they furnish such an accurate description of said Mining Claim as will, if incorporated into a patent, serve fully to identify the premises, and that such reference is made therein to natural objects or permanent monuments as will perpetuate and fix the locus thereof.

I further certify that Five Hundred Dollars worth of labor has been expended or improvements made upon said Mining Claim by claimant [illegible] or their grantors, and that said improvements consist of [illegible] as appears by the affidavit of the deputy surveyor.

That the location of said improvements is correctly shown upon this plat, and that no portion of said labor or improvements has been included in the estimate of expenditures upon any other claim.

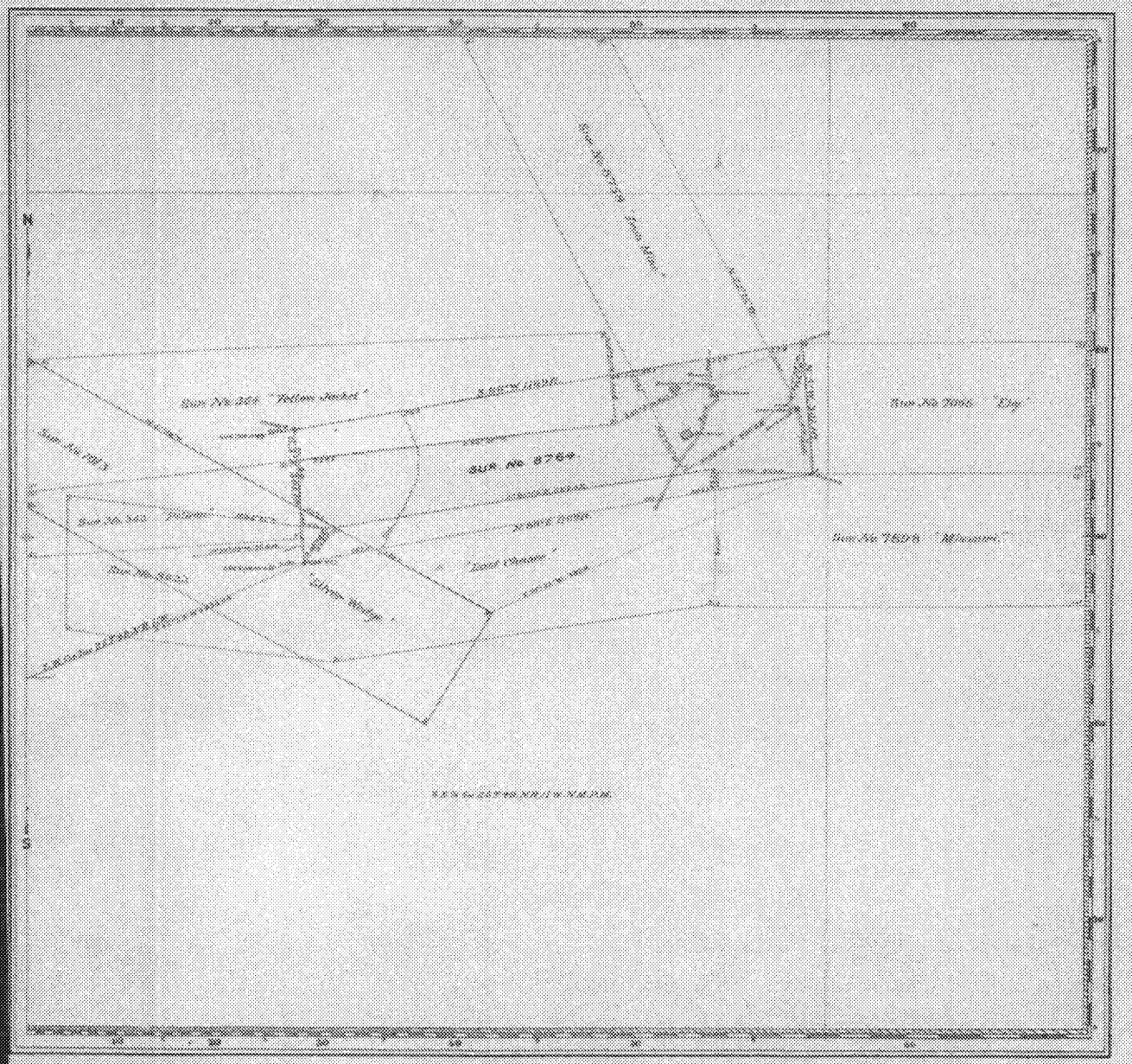
And I further certify that this is a correct plat of said Mining Claim made in conformity with said original field notes of the survey thereof, and the same is hereby approved.

U.S. Surveyor General's Office, Denver, Colorado, January [illegible] 1892

[illegible signature]
U.S. Surveyor General for Colorado

ED_004657_00000117-00014

(4-675)



Date of Location November 18th 1890.

Mineral Survey No. 8764.

Lot No.

Durango Land District

PLAT

OF THE CLAIM OF

J. J. O'BOYLE ETAL

KNOWN AS THE

EMMA LODE

IN PIONEER MINING DISTRICT

DOLORES COUNTY, COLORADO.

Containing an Area of 5.255 Acres.

Scale of 200 feet to the inch.

Variation 13° East.

SURVEYED January 9th 1894 BY

Geo. N. Law U.S. Deputy Mineral Surveyor.

The Original Field Notes of the Survey of the Mining Claim of J. J. O'Boyle et al. known as the Emma Lode

from which this plat has been made under my direction, have been examined and approved, and are on file in this Office; and I hereby certify that they furnish such an accurate description of said Mining Claim as will, if incorporated into a patent, serve fully to identify the premises, and that such reference is made therein to natural objects or permanent monuments as will perpetuate and fix the boundaries thereof.

I further certify that Five Hundred Dollars worth of labor has been expended or improvements made upon said Mining Claim by claimants or their grantors, and that said improvements consist of the discovery shaft, a drift and a shaft house, as appears by the affidavit of the deputy surveyor.

That the location of said improvements is correctly shown upon this plat, and that no portion of said labor or improvements has been included in the estimate of expenditures upon any other claim.

And I further certify that this is a correct plat of said Mining Claim made in conformity with said original field notes of the survey thereof, and the same is hereby approved.

U.S. Surveyor General's Office.

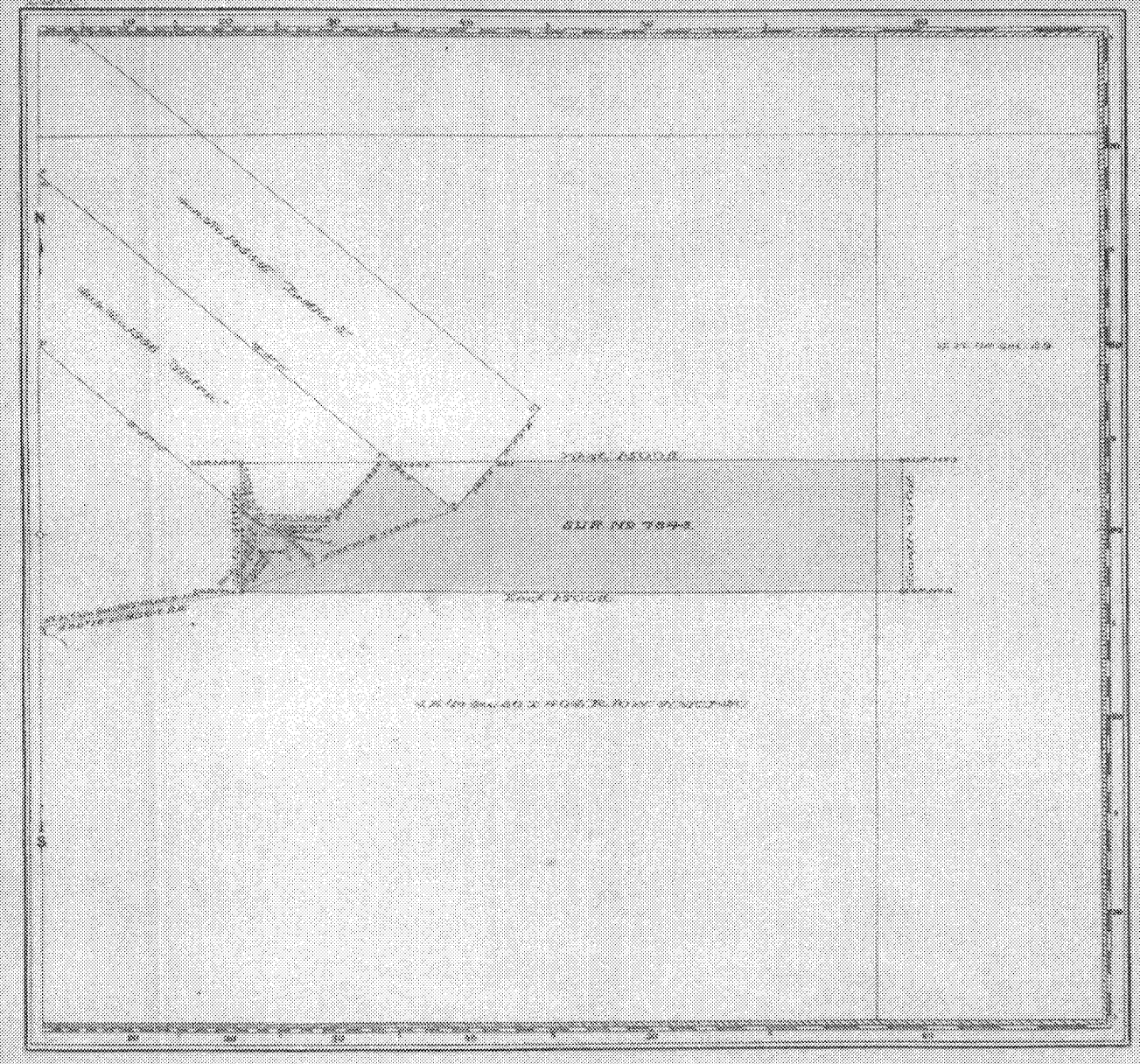
Denver, Colorado

February 19th 1894

[signature]

U.S. Surveyor General for Colorado

(4-675)



Date of Location Certificate
July 2nd 1883

Mineral Survey No. 7843

Lot No.

Durango Land District.

PLAT

OF THE CLAIM OF

Louis Mahenaran et al.

KNOWN AS THE

Honduras Lode

IN Pioneer Mining District,
Colorado County, Colorado
Containing an Area of 2.333 Acres.
Scale of 200 feet to the inch.
Variation
Surveyed October 22nd 1883 BY
Geo. S. Lee
U.S. Deputy Mineral Surveyor.

The Original Field Notes of the Survey of the Mining Claim of
Louis Mahenaran et al.
known as the
Honduras Lode

from which this plat has been made under my direction, have been examined and approved, and are on file in this Office; and I hereby certify that they furnish such an accurate description of said Mining Claim as will, if incorporated into a patent, serve fully to identify the premises, and that such reference is made therein to natural objects or permanent monuments as will perpetuate and fix the access thereof.

I further certify that Five Hundred Dollars worth of labor has been expended or improvements made upon said Mining Claim by claimants Louis Mahenaran grantors, and that said improvements consist of [illegible]

that the location of said improvements is correctly shown upon this plat, and that no portion of said labor or improvements has been included in the estimate of expenditures upon any other claim.

And I further certify that this is a correct plat of said Mining Claim made in conformity with said original field notes of the survey thereof, and the same is hereby approved.

U.S. Surveyor General's Office
Denver, Colorado
[illegible] 1883

E. C. [illegible]
U.S. Surveyor General for
Colorado

Survey No. 1256

Mineral District No. 7

PLAT

of the claim of

The Rico Pasadena Mining company et al.

upon the

Lelia Davis Lode

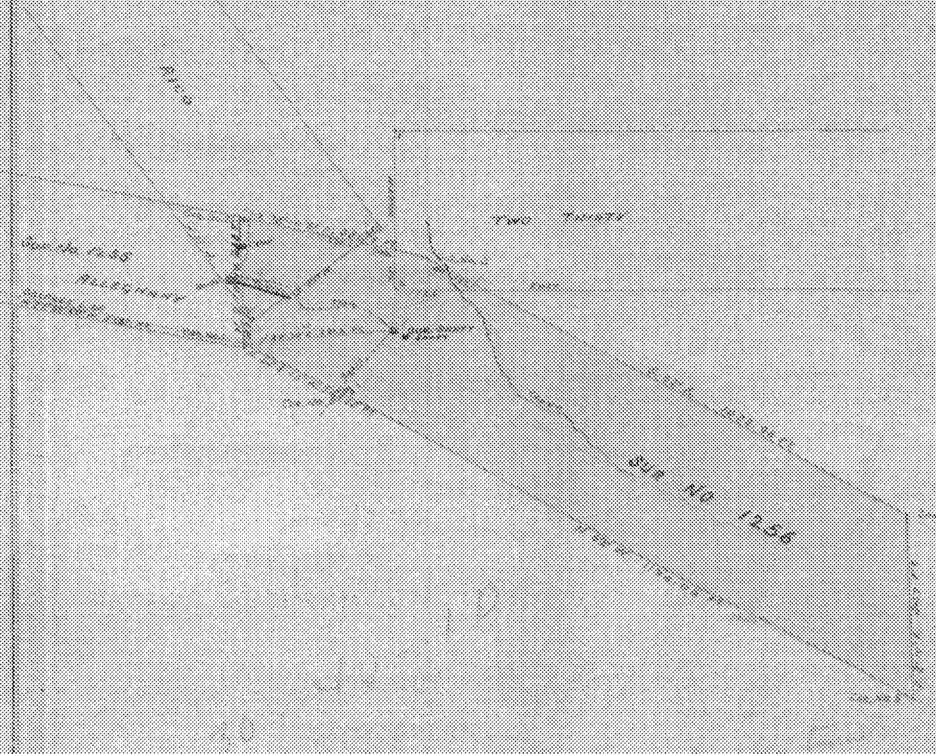
PIONEER MINING DISTRICT — DOLORES — COUNTY, COLORADO.

Surveyed by — *Frank W. Cava* — U. S. Deputy Surveyor.

Containing — *9.45* — Acres.

Scale *200* — Feet to an Inch.

Var. — E.



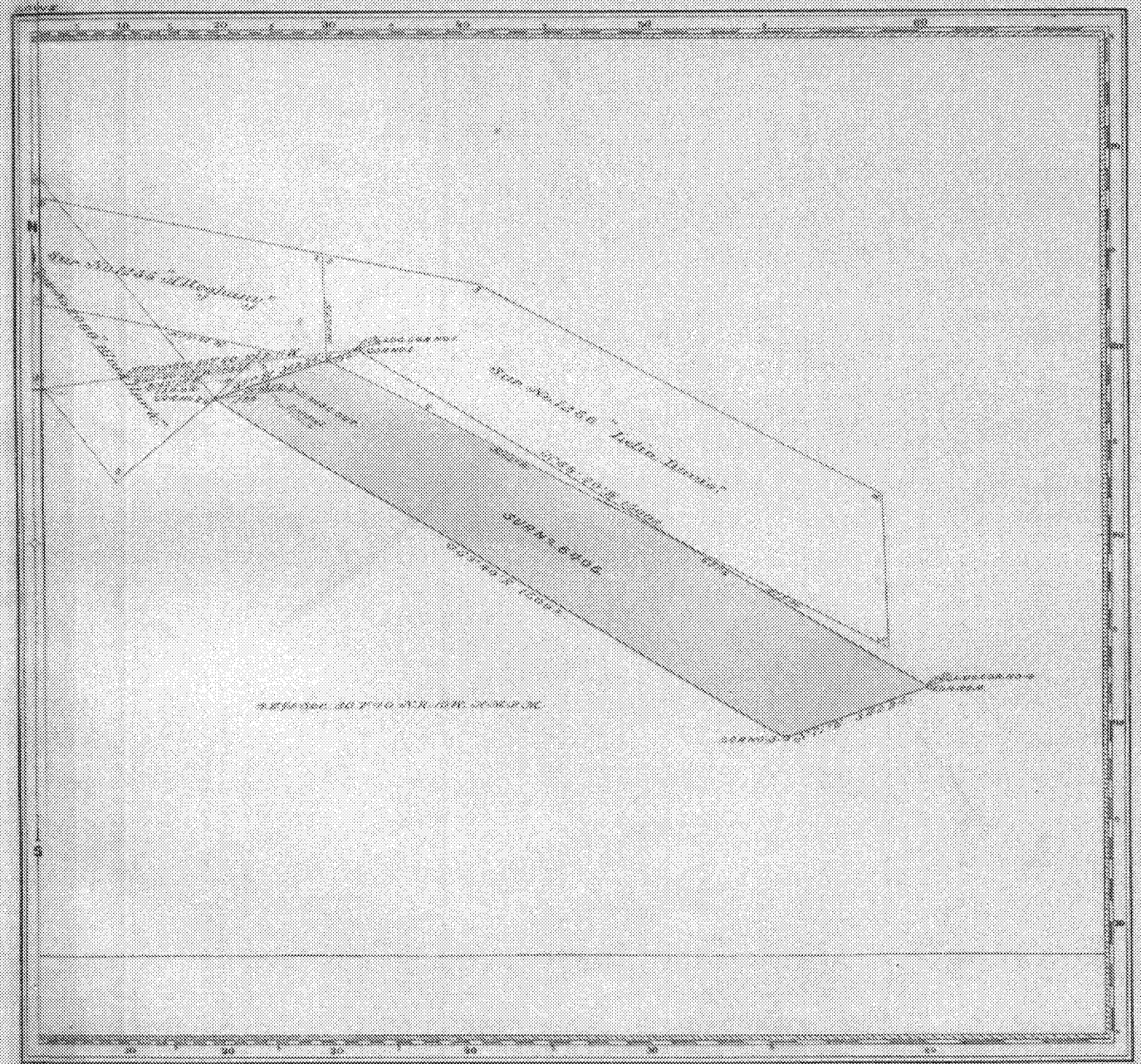
The original Field Notes of the claim of The Rico Pasadena Mining Co. et al. upon the Lelia Davis Lode from which this Plat has been made, have been examined and approved, and are on file in this office. And I hereby certify that they furnish such an accurate description of said Mining Claim as will, if incorporated into a patent, serve fully to identify the premises, and that such reference is made therein to natural objects and permanent monuments as will perpetuate and fix the locus thereof. I further certify that the value of the labor and improvements upon the said Mining Claim placed thereon by the applicant or his grantors, is not less than Five Hundred Dollars, as sworn to by the Deputy Surveyor, and that said improvements consist of [illegible]

And I further certify that this is a correct Plat of said Mining Claim or premises, made in conformity with said original Field Notes of survey thereof.

U. S. SURVEYOR-GENERAL'S OFFICE,
DENVER, COLORADO,
December 15 1892.

Albert Johnson
U. S. Surveyor General for Colorado.

(4-675)



Date of Location Certificate
August 14th 1893

Mineral Survey No. 6406

Lot No.

DURANGO Land District

PLAT

OF THE CLAIM OF

The St. Louis Syndicate Mining Company

KNOWN AS THE

LILLIE BERNARD LODE

IN PIONEER MINING DISTRICT,
DOLORES COUNTY, COLORADO
Containing an Area of 5.477 Acres.
Scale of 200 feet to the inch.
Variation
SURVEYED August 23rd 1890 BY
George N. Law
U.S. Deputy Mineral Surveyor,

The Original Field Notes of the Survey of the Mining Claim of
The St. Louis Syndicate Mining Company
known as the
Lillie Bernard Lode

from which this plat has been made under my direction, have been examined and approved, and are on file in this Office; and I hereby certify that they furnish such an accurate description of said Mining Claim as will, if incorporated into a patent, serve fully to identify the premises, and that such reference is made therein to natural objects or permanent monuments as will perpetuate and fix the boxes thereof.

I further certify that Five Hundred Dollars worth of labor has been expended or improvements made upon said Mining Claim by claimant or its grantors and that said improvements consist of the discovery cut and a tunnel as appears by the affidavit of the deputy surveyor and

that the location of said improvements is correctly shown upon this plat, and that no portion of said labor or improvements has been included in the estimate of expenditures upon any other claim.

And I further certify that this is a correct plat of said Mining Claim made in conformity with said original field notes of the survey thereof, and the same is hereby approved.

U.S. Surveyor General's Office
Denver Colorado
October 24th, 1894

[signature]
U.S. Surveyor General for
Colorado

SURVEY No. 363

Mineral District No. 7

PLAT

OF THE CLAIM OF

THE RICO MINING CO.

UPON THE

Pelican Lode

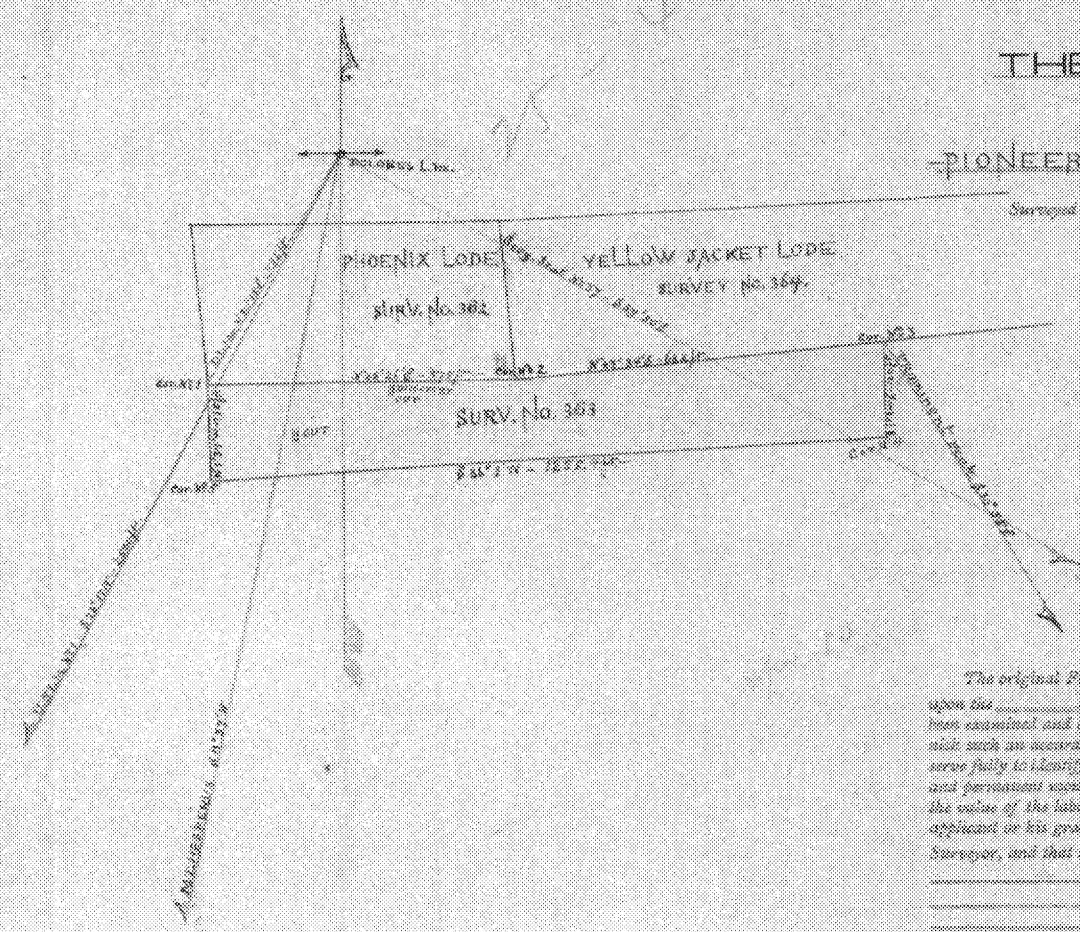
PIONEER MINING DISTRICT OURAY COUNTY, COLORADO

Surveyed by Wm. Munroe U. S. Deputy Surveyor.

Containing 4.7 Acres.

Scale of 200 Feet to an Inch.

Variation 14° E.



BOUNDARIES		
No. of Course	COURSE	Distance Subject
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]
4	[illegible]	[illegible]
5	[illegible]	[illegible]

The original Field Notes of the claim of The Rico Mining Co. upon the Pelican Lode from which this Plat has been made, have been examined and approved, and are on file in this office. And I hereby certify that they furnish such an accurate description of said Mining Claim as will, if incorporated into a patent, serve fully to identify the premises, and that such reference is made therein to natural objects and permanent monuments, as will perpetuate and fix the locus thereof. I further certify that the value of the labor and improvements upon the said Mining Claim, placed thereon by the applicant or his grantors, in not less than Five Hundred Dollars, as sworn to by the Deputy Surveyor, and that said improvements consist of Discovery and another cut.

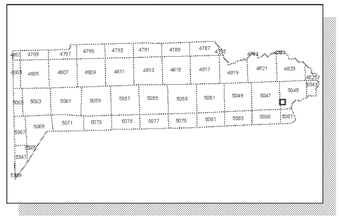
And I further certify that this is a correct Plat of said Mining Claim or premises, made in conformity with said original Field Notes of survey thereof.

U. S. SURVEYOR GENERAL'S OFFICE,
DENVER, COLORADO,
April 10th 1890.

Albert Johnson
U. S. Surveyor General for Colorado.

Dolores County, Colorado

Berna Ernst, County Assessor



TOWNSHIP INDEX

06-2 06-3	06-1 06-4	05	04	03-2 03-3	03-1 03-4	02	01-2 01-3	01-1 01-4
07	08	09	10	11	12			
18	17	16	15	14	13-2 13-3	13-1 13-4		
19	20	21	22	23	24-2 24-3	24-1 24-4		
30	29	28	27	26-2 26-3	26-1 26-4	25-2 25-3	25-1 25-4	
31-2 31-3	31-1 31-4	32	33	34	36-2 36-3	36-1 36-4	36-2 36-3	36-1 36-4

N

Feet

170 85 0 170 340 510

1 inch = 170 feet

Date: February 1, 2011

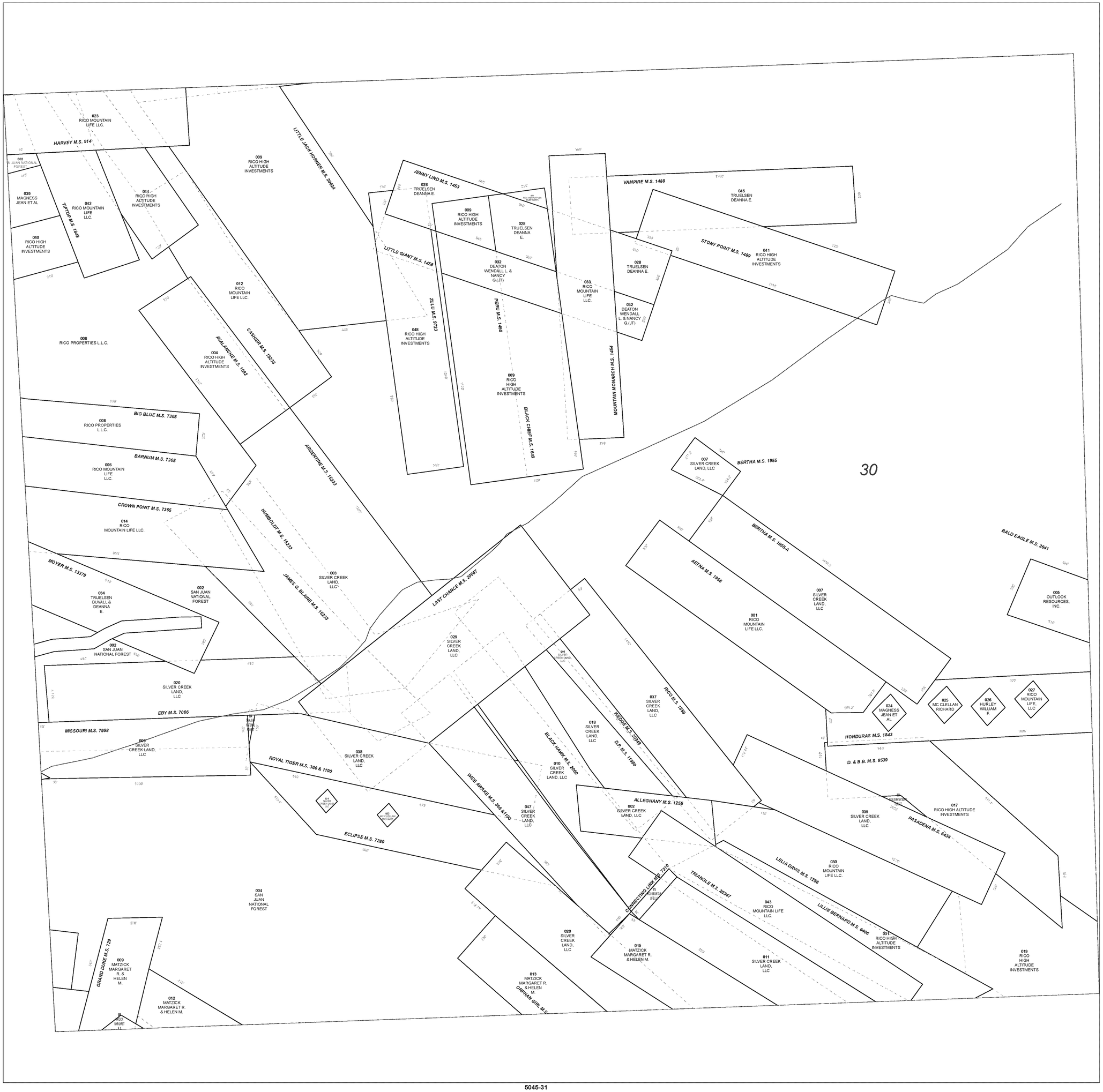
5045-30

T.40N R.10W

This map is for assessment/reference purposes only and is not a legal map.

5047-25

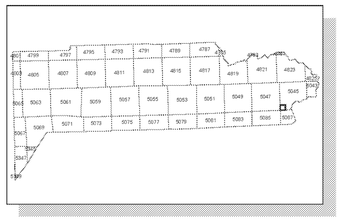
5045



5045-31

Dolores County, Colorado

Berna Ernst, County Assessor



TOWNSHIP INDEX

06-2 06-3	06-1 06-4	05	04	03-2 03-3	03-1 03-4	02	01-2 01-3	01-1 01-4
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18	17	16	15	14	13-2 13-3	13-1 13-4		
19	20	21	22	23	24-2 24-3	24-1 24-4		
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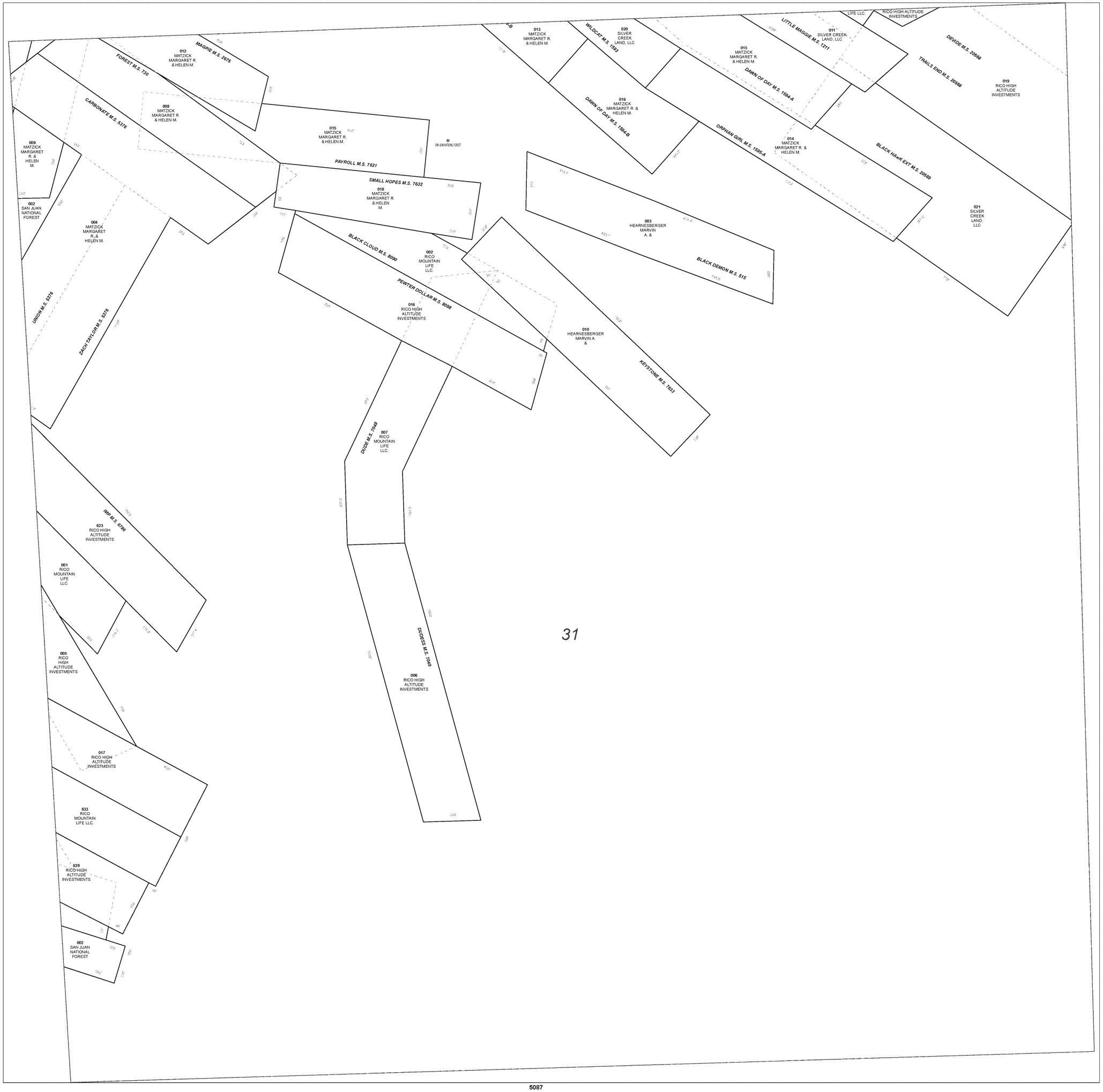


N

Feet
168 84 0 168 336 504

1 inch = 168 feet

Date: February 1, 2011

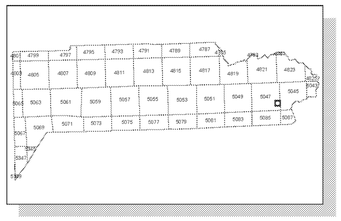
5045-31

T.40N R.10W

This map is for assessment/reference purposes only and is not a legal map.

Dolores County, Colorado

Berna Ernst, County Assessor



TOWNSHIP INDEX

06-2 06-3	06-1 06-4	05	04	03-2 03-3	03-1 03-4	02	01-2 01-3 / 01-1 01-4
07	08	09	10	11	12		
18	17	16	15	14	13-2 13-3 / 13-1 13-4		
19	20	21	22	23	24-2 24-3 / 24-1 24-4		
30	29	28	27	26-2 26-3	26-1 26-4	25-2 25-3	25-1 25-4
31-2 31-3	31-1 31-4	32	33	34	35-2 35-3	35-1 35-4	36-2 36-3 / 36-1 36-4

N

Feet

166 83 0 166 332 498

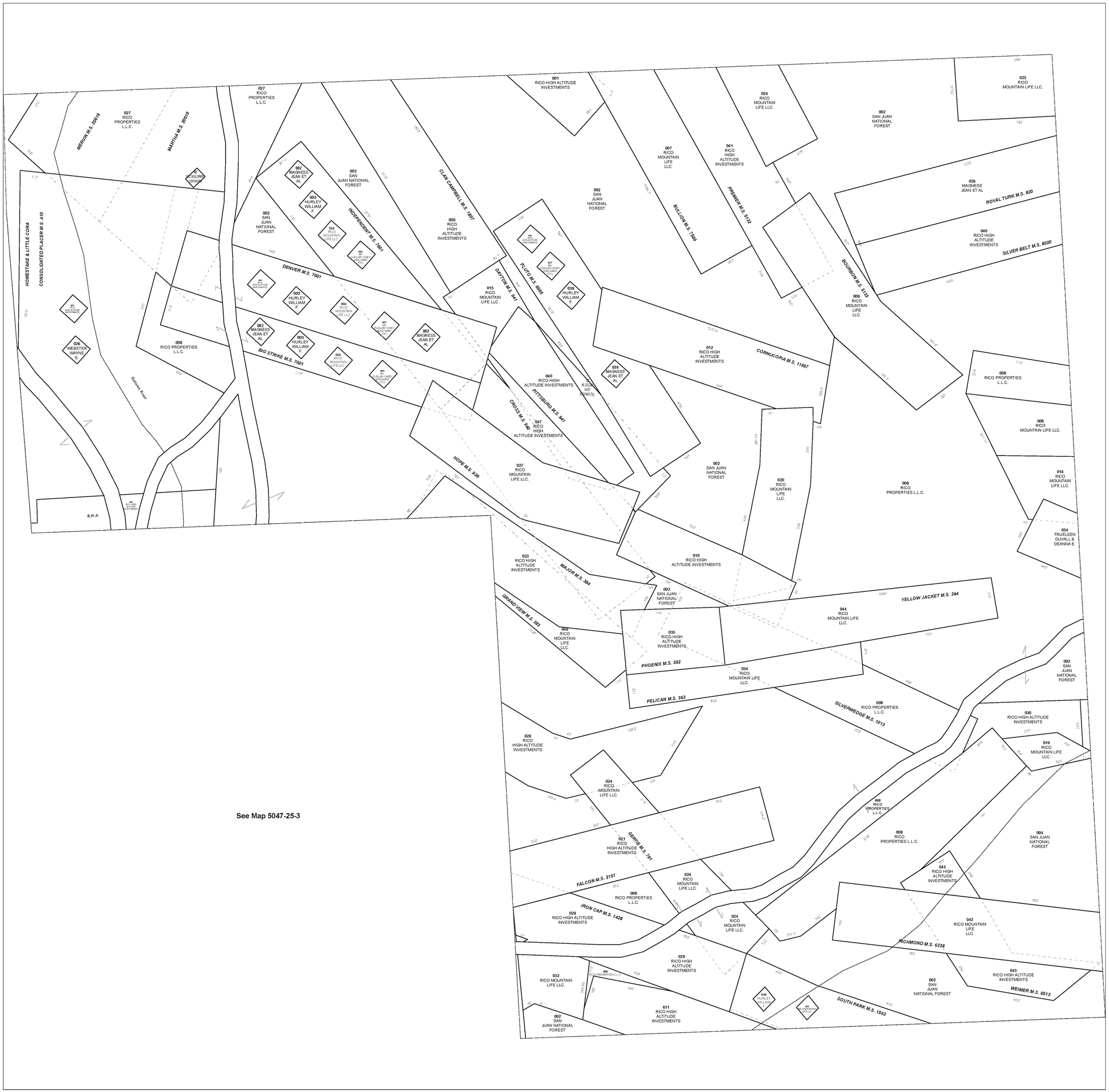
1 inch = 166 feet

Date: February 1, 2011

5047-25

T.40N R.11W

This map is for assessment/reference purposes only and is not a legal map.



ACCOUNT FILE MAINTENANCE

Account 504530400001 Flag M
Name RICO HIGH ALTITUDE INVESTMENTS
Address 1
Address 2
Address 3 P.O. BOX 924
Address 4 DOLORES
State/Zip CO 81323 0000
Property
Map Num 504531100001
Prev Name1 RICO PROPERTIES L.L.C.
Prev Name2 RICO DEVELOPMENT CORPORATION

LEGAL DESCRIPTION
91-5045-304-00-001
FROM: RICO PROPERTIES
AETNA
M.S. 1956 100% INTEREST
PAT. #11399
30-40-10

Acres

VALUES-ASSD	TAXABLE	EXEMPT
LAND	**1443**	

Use 51400 City 00000 Subdv 00030
Anlys 000 Tax/Dst 101 Zone 00
Exempt Late Filing Advrt Y Bnkrpt N TOTALS **1443**

ACRES: Master Legal Value Ignore PP $ **1595** Exemption N
0000000995 **995** **995** NOV # 3305 NOD #

CHANGES TAX LIEN SALE CERT-CHANGES MAY EFFECT TREASUR

Parcel On 05/05/2010 By JOI
Name On 07/19/2004 By LENORE
Values On 08/01/2007 By LENORE
Legal On 12/10/2008 By BECKY

CMD1-Value Change **CMD2-Legal Change**
CMD3-Both Changes **CMD4-Sales Change**
CMD11-HOMESTEAD **CMD12-ID# CHANGE**
CMD22-Abort Entry **HELP-More Details**

DCA-001

LEGAL DESCRIPTION MAINTENANCE

Name: RICO HIGH ALTITUDE INVESTMENTS ACCOUNT: 504530400001

SEQ.	LEGAL1 Description	LEGAL2 Description	Acres
001	91-5045-304-00-001	FROM: RICO PROPERTIES	
002	AETNA	M.S. 1956 100% INTEREST	
003	PAT. #11399	30-40-10	
004	B-202 P-187 B-207 P-134	B-238 P-320 B-266 P-445	
005	B-279 P-27-38 B-378 P-3 SOA		995

Roll-For Data CMD3-Return CMD5-Position at Seq CMD22-Abort
CMD9-Insert CMD11-Mobile CMD1/CMD12-ALT CMD14-Comments CMD16-Dup

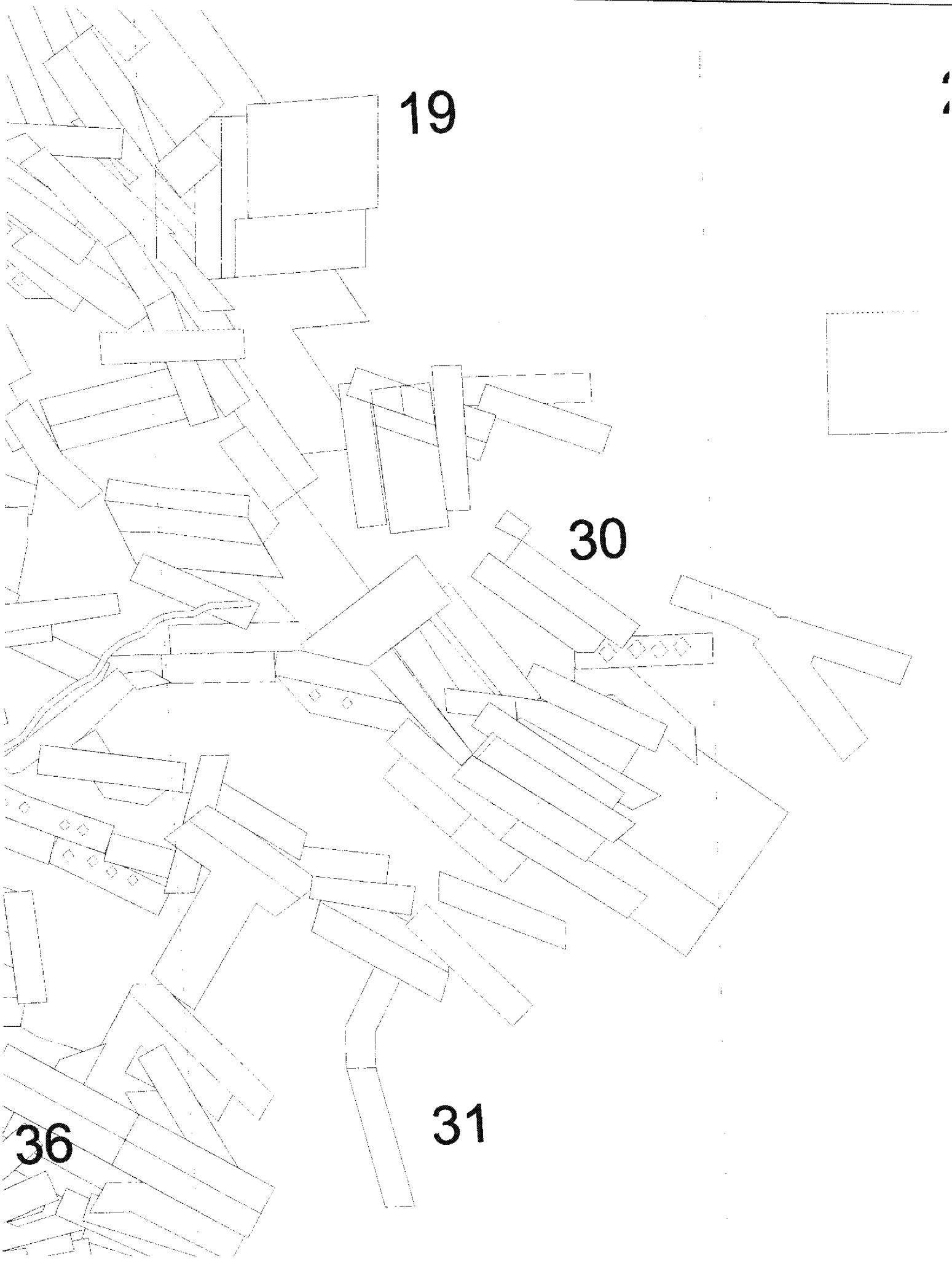
Enter: Seq. 000

Legal1 - Legal2 Acres

0000000

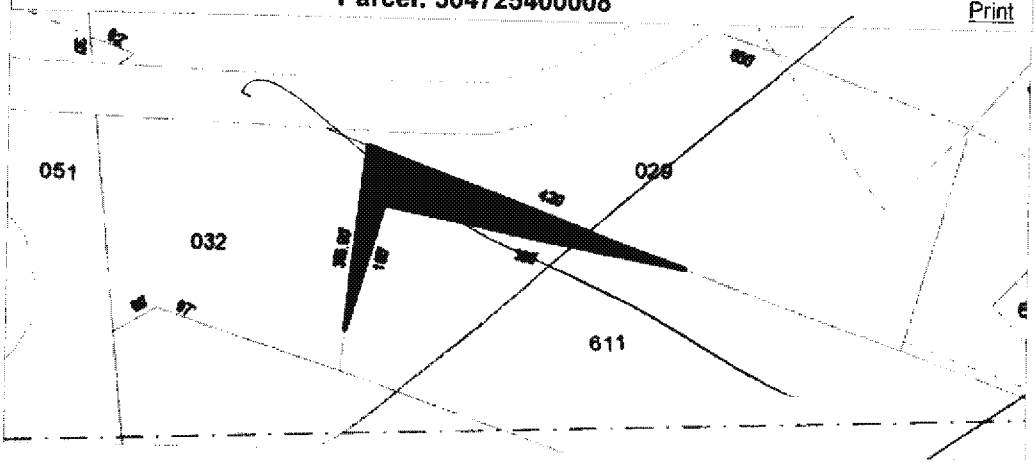
Number of Seq.: 5 Last Legal Sequence: 005

LAST 12/10/2008 BY BECKY


19
30
31
36

Parcel: 504725400008

Print



Map incorrect see attached

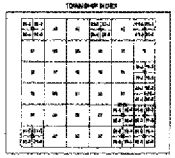
No photo available for this property.

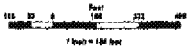
Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	RICO PROPERTIES L.L.C.
Owner Address	
Address Line 2	
Address Line 3	P.O. BOX 924
Address Line 4	DOLORES
State	CO
Zipcode	813230000
Site Address	
Acres	9.49
Legal Line 2	CATSKILL M.S. 7062 100% INTEREST
Legal Line 3	PAT. #21923 25-40-11
Legal Line 4	B-193 P-324-327 B-238 P-321B-266 P-445 B-269 P-74,75
Legal Line 5	B-350 P-232(LIS PENS) B-378 P-2 (SOA)
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	4745
Total Value	4745
Assessed Value	1376
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

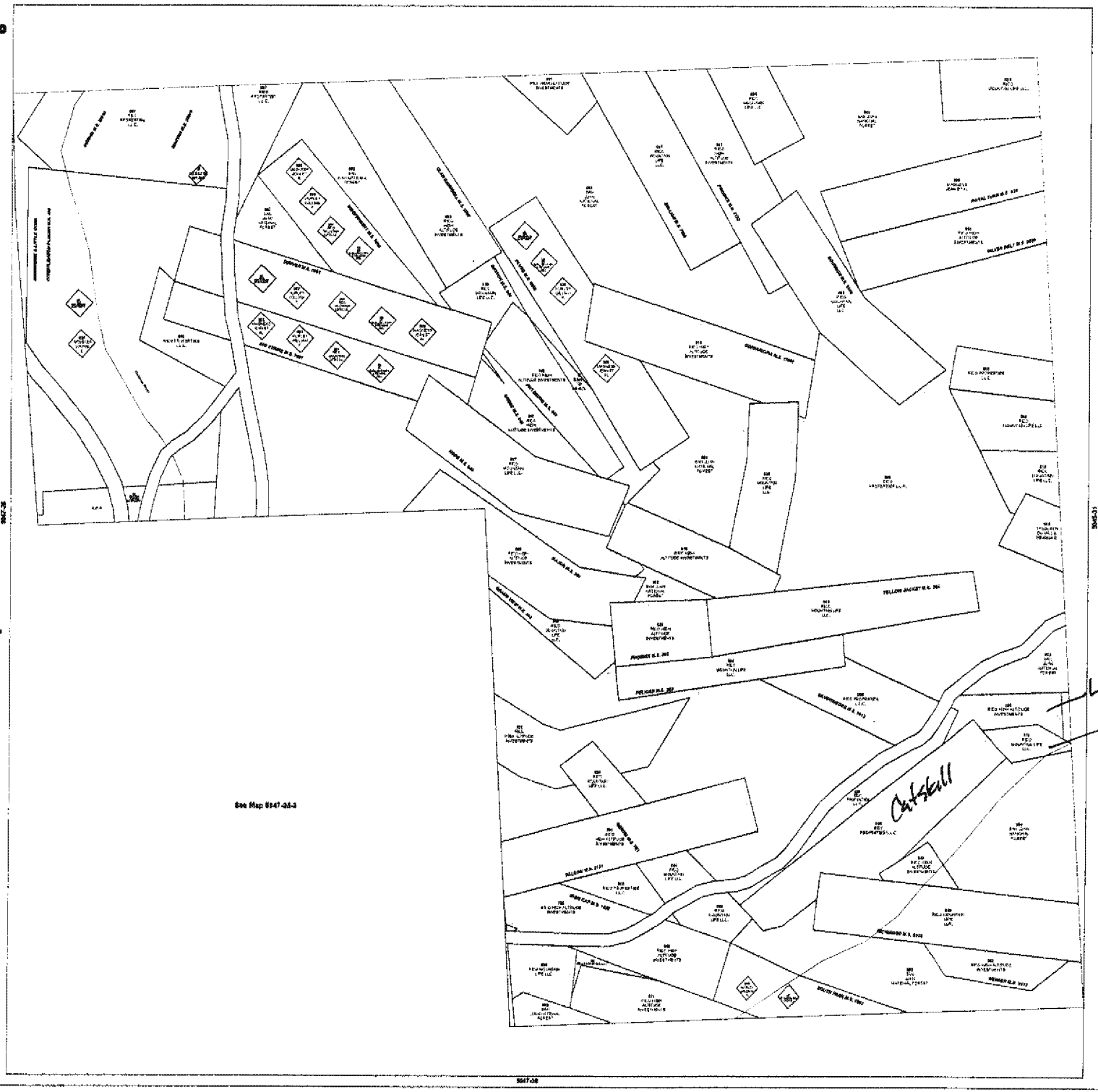
No certification or accuracy of information is made or implied. Information may be changed without notice. This map is for informational purposes only and is not a legal map. Call 970-677-2385 with any questions.

Dolores County, Colorado





Date: February 1, 2011



5047-25

T.40N R.11W

Parcel: 504530100013

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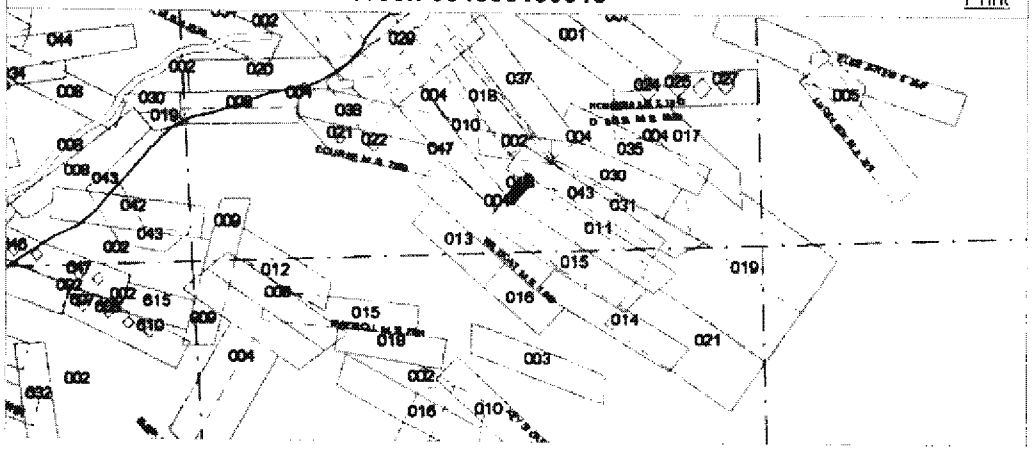

No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	RICO MOUNTAIN LIFE LLC.
Owner Address	
Address Line 2	
Address Line 3	P.O. BOX 924
Address Line 4	DOLORES
State	CO
Zipcode	813230000
Site Address	
Acres	0.33
Legal Line 2	CONNECTING LINK M.S. 7310 100% INTEREST
Legal Line 3	PAT. #22442 30-40-10 B-238 P-321 B-266 P-445
Legal Line 4	B-279 P-15-26 B-378 P-5(SA)
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	165
Total Value	165
Assessed Value	48
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

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Parcel: 504530400017

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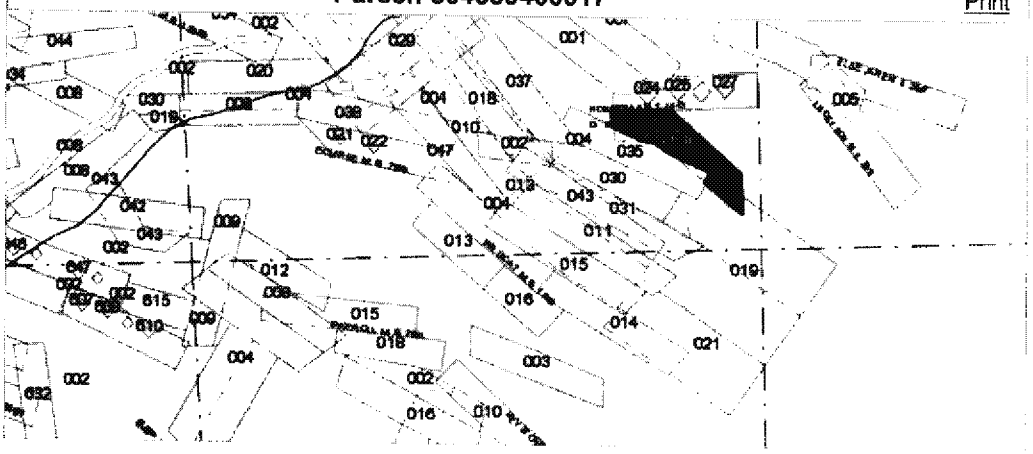

No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	RICO HIGH ALTITUDE INVESTMENTS
Owner Address	
Address Line 2	
Address Line 3	P.O. BOX 924
Address Line 4	DOLORES
State	CO
Zipcode	813230000
Site Address	
Acres	9.43
Legal Line 2	D. & B.B. M.S. 8539 100% INTEREST
Legal Line 3	PAT. #25142 30-40-10
Legal Line 4	B-193 P-324-327 B-238 P-321 B-266 P-445
Legal Line 5	B-279 P-27-38 B-38 P-3 SOA
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	4715
Total Value	4715
Assessed Value	1367
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

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DCA-004

ED_004657_00000117-00029

Parcel: 504530100016

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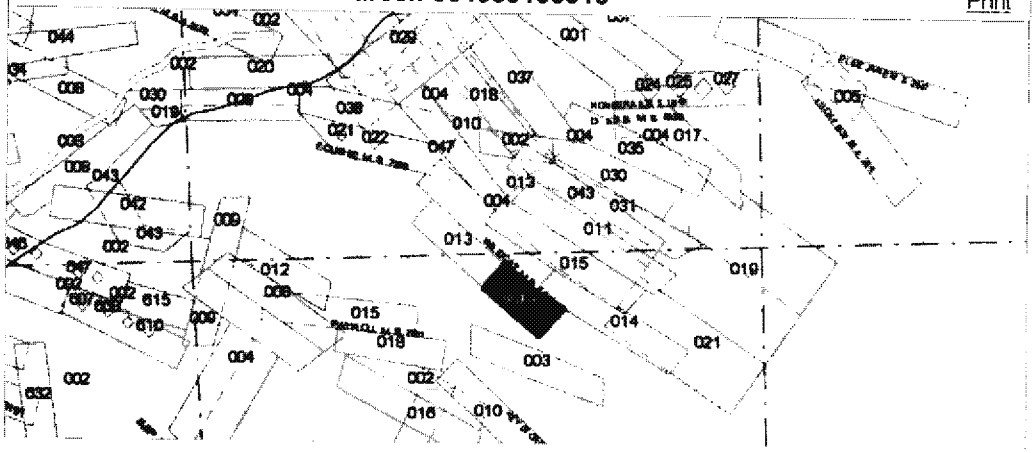

No photo available for this property.

Parcel Sales History	
Sale Date	08/25/2008
Sale Price	0
Book	376
Page	27
Grantor	MATZICK, MARGARET
Grantee	MATZICK, MARGARET R. & HELEN M.

Owner	MATZICK MARGARET R. & HELEN M.
Owner Address	(JT)
Address Line 2	
Address Line 3	Ex. 6 Personal Privacy (PP)
Address Line 4	
State	
Zipcode	
Site Address	
Acres	5
Legal Line 2	DAWN OF DAY MILLSITE M.S. 1594B 100% INTEREST
Legal Line 3	30,31-40-10 B-137 P-48 B-241 P-230 B-376 P-27(QC)
Legal Line 4	
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	2500
Total Value	2500
Assessed Value	725
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

end Book 345 microfiche 150043

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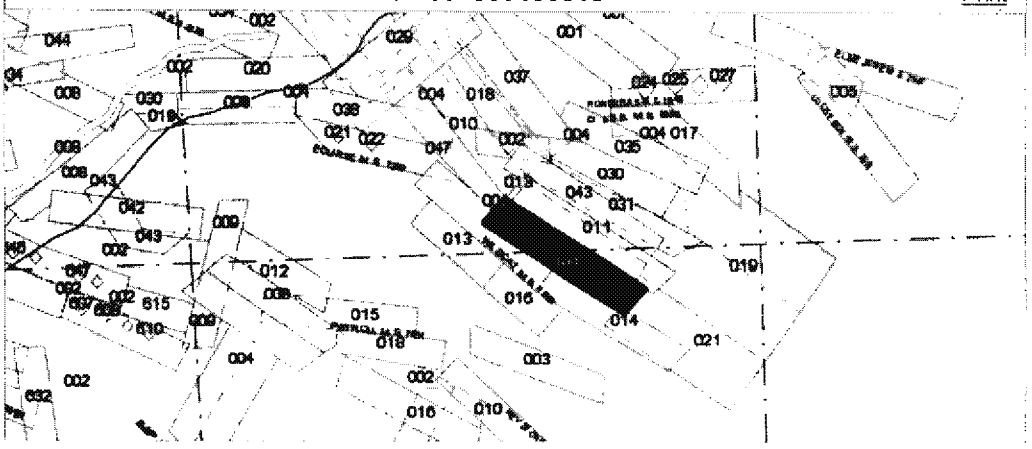
Parcel: 504530100015

Print



No photo available for this property.

Parcel Sales History	
Sale Date	08/25/2008
Sale Price	0
Book	376
Page	27
Grantor	MATZICK, MARGARET
Grantee	MATZICK, MARGARET R. & HELEN M. (JT)

1594 A

Owner	MATZICK MARGARET R. & HELEN M.
Owner Address	Ex. 6 Personal Privacy (PP)
Address Line 2	
Address Line 3	
Address Line 4	
State	
Zipcode	
Site Address	
Acres	10.33
Legal Line 2	DAWN OF DAY MS#1594A 100% INTEREST 30.31-40-10
Legal Line 3	B-137 P-48 B-241 P-230 B-376 P-27(QC)
Legal Line 4	
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	5165
Total Value	5165
Assessed Value	1498
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

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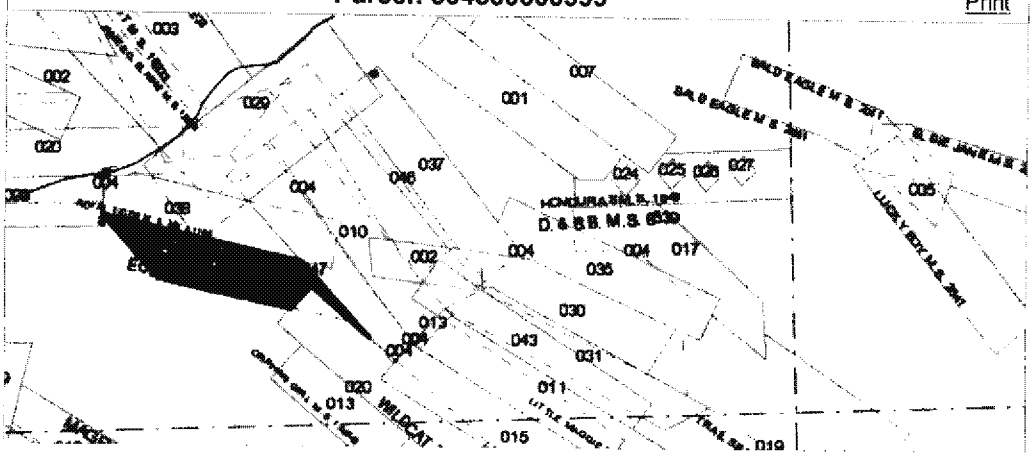
Parcel: 504530300999

Print



No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Eclipse OMS 7289

Owner	
Owner Address	
Address Line 2	
Address Line 3	
Address Line 4	
State	
Zipcode	
Site Address	
Acres	0
Legal Line 2	
Legal Line 3	
Legal Line 4	
Legal Line 5	
Land Use	
Tax Area	
Mill Levy	
Building Value	0
Extra Feature Value	0
Land Value	0
Total Value	0
Assessed Value	
Bathrooms	
Bedrooms	
Heated Sqft	
Year Built	

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Parcel: 504530300022

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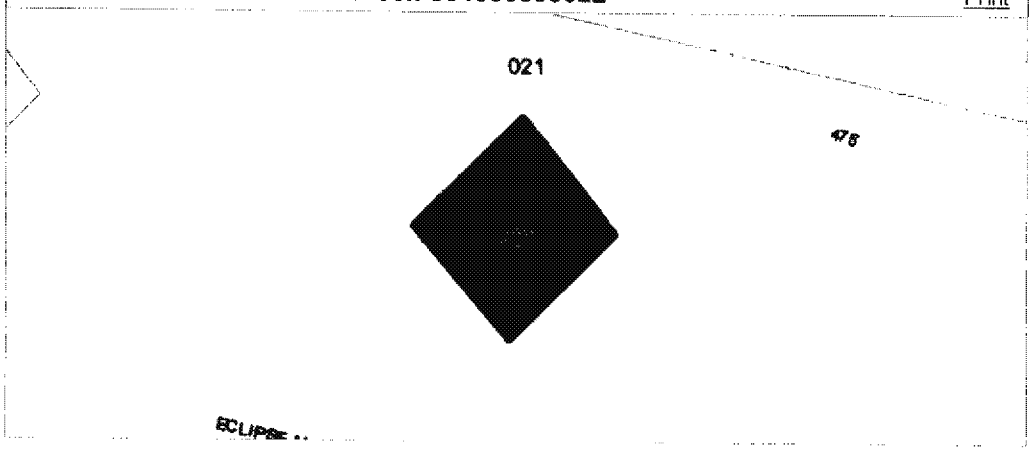

No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	MC CLELLAN RICHARD
Owner Address	
Address Line 2	
Address Line 3	
Address Line 4	
State	Ex. 6 Personal Privacy (PP)
Zipcode	
Site Address	
Acres	8.22
Legal Line 2	ECLIPSE 30-40-10 M.S. 7289 33.33% INTEREST
Legal Line 3	B-34 P-33(PAT) B-30 P-100(MD) B-57 P-278(MD)
Legal Line 4	B-375 P-430(TD)
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	1368
Total Value	1368
Assessed Value	1192
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

Dal ca

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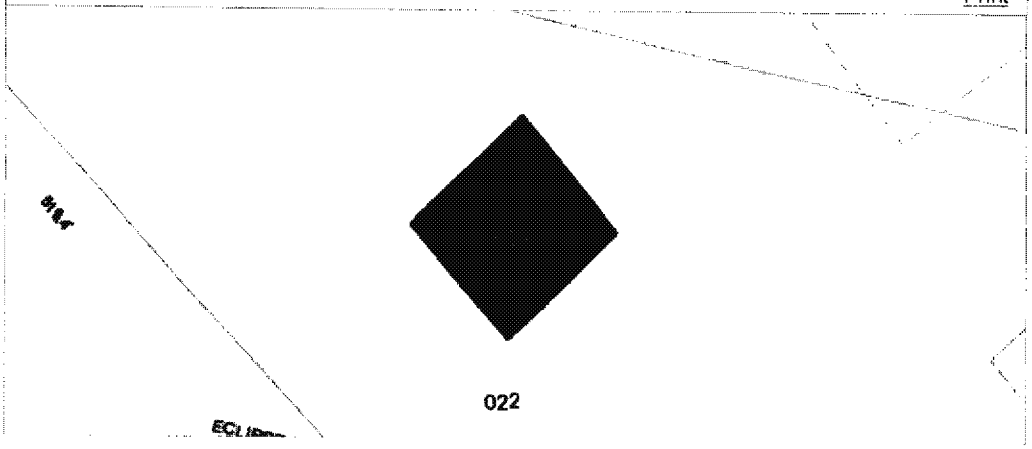
Parcel: 504530300021

Print



No photo available for this property.

Parcel Sales History	
Sale Date	12/09/2009
Sale Price	70000
Book	388
Page	341
Grantor	ESTATE OF WAYNE EDMOND WEBSTER
Grantee	SILVER CREEK LAND, LLC

Owner	SILVER CREEK LAND, LLC
Owner Address	
Address Line 2	
Address Line 3	P.O. BOX 1511
Address Line 4	IDAHO SPRINGS
State	CO
Zipcode	805420000
Site Address	
Acres	8.22
Legal Line 2	ECLIPSE MS#7289 66.67% INTEREST SURFACE ONLY
Legal Line 3	30-40-10 B-193 P-324-327B-238 P-322 B-275 P-458
Legal Line 4	B-388 P-341(PRD) B-389 P-417(DC),418(LTRS)
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	2737
Total Value	2737
Assessed Value	1192
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

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Parcel: 504725400019

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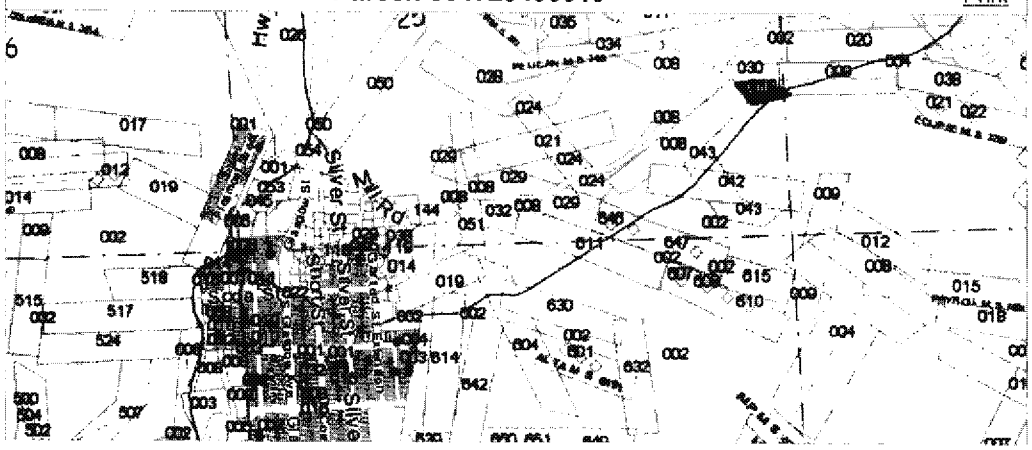

No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	RICO MOUNTAIN LIFE LLC.
Owner Address	
Address Line 2	
Address Line 3	P.O. BOX 924
Address Line 4	DOLORES
State	CO
Zipcode	813230000
Site Address	
Acres	2
Legal Line 2	ELLIOT MILLSITE M.S. 1536B 100% INTEREST
Legal Line 3	PAT. #9764 25-40-11 B-193 P-324-327 B-238 P-322
Legal Line 4	B-266 P-445 B-279 P-15-26 B-356 P-243-251(EAS)
Legal Line 5	Dolo B-378 P-5(SA)
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	1000
Total Value	1000
Assessed Value	290
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

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Parcel: 504530400999

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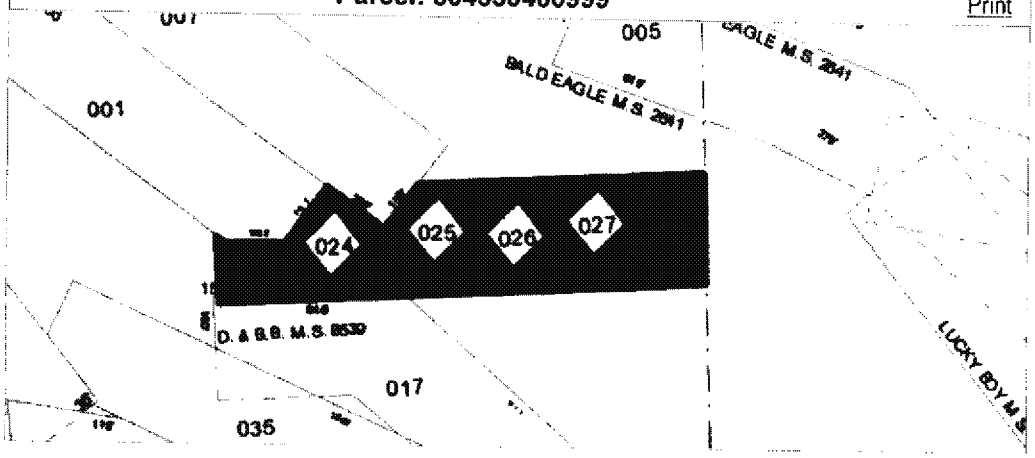

Honduras

No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	
Owner Address	
Address Line 2	
Address Line 3	
Address Line 4	
State	
Zipcode	
Site Address	
Acres	0
Legal Line 2	
Legal Line 3	
Legal Line 4	
Legal Line 5	
Land Use	
Tax Area	
Mill Levy	
Building Value	0
Extra Feature Value	0
Land Value	0
Total Value	0
Assessed Value	
Bathrooms	
Bedrooms	
Heated Sqft	
Year Built	

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Parcel: 504530400026

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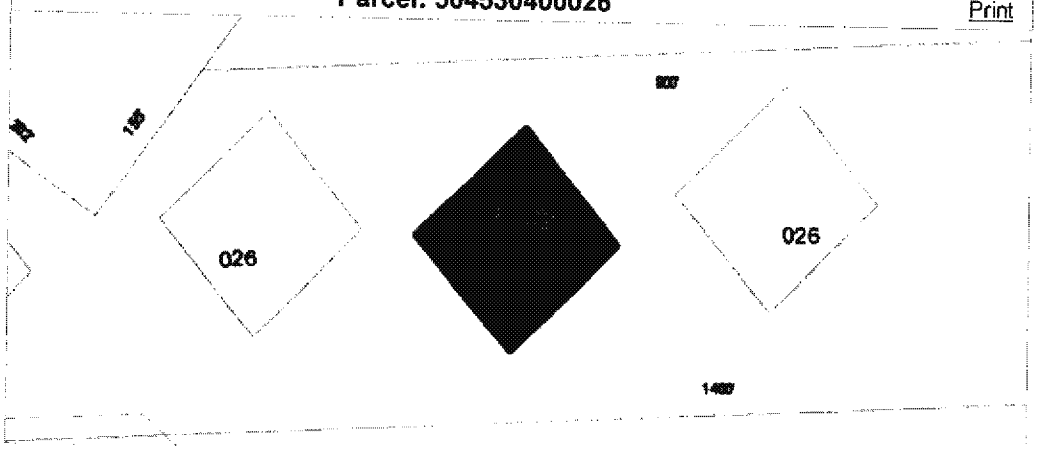

No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	HURLEY WILLIAM F.
Owner Address	C/O CAROL GENTRY
Address Line 2	
Address Line 3	Ex. 6 Personal Privacy (PP)
Address Line 4	
State	
Zipcode	
Site Address	
Acres	0.77
Legal Line 2	HONDURAS 30-40-10 M.S. 7843 8.33% INTEREST
Legal Line 3	B-122 P-31 B-212 P-141,142
Legal Line 4	
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	385
Total Value	385
Assessed Value	112
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

Not 1843

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Parcel: 504530400024

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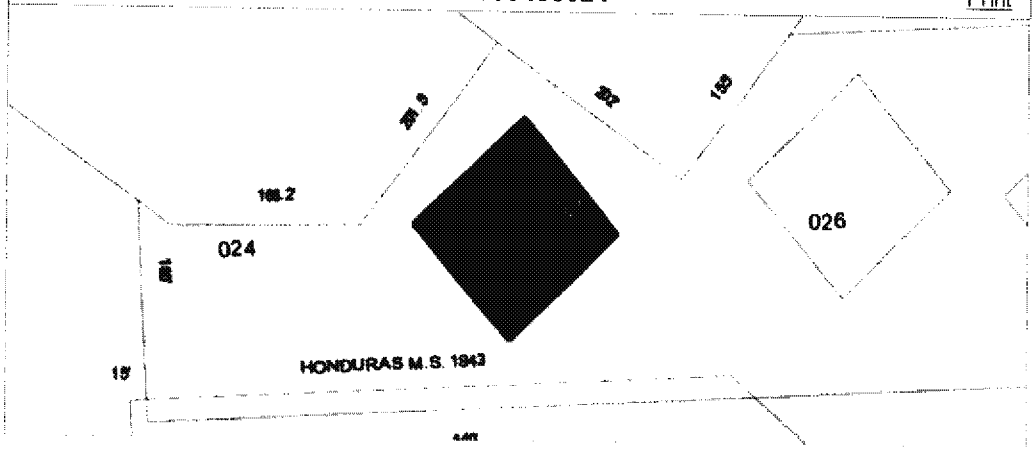

No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	MAGNESS JEAN ET AL
Owner Address	
Address Line 2	
Address Line 3	Ex. 6 Personal Privacy (PP)
Address Line 4	
State	
Zipcode	
Site Address	
Acres	0.77
Legal Line 2	HONDURAS 30-40-10 M.S. 7843 8.33% INTEREST
Legal Line 3	B-122 P-31 B-137 P-104 B-193 P-319
Legal Line 4	
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	385
Total Value	385
Assessed Value	112
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

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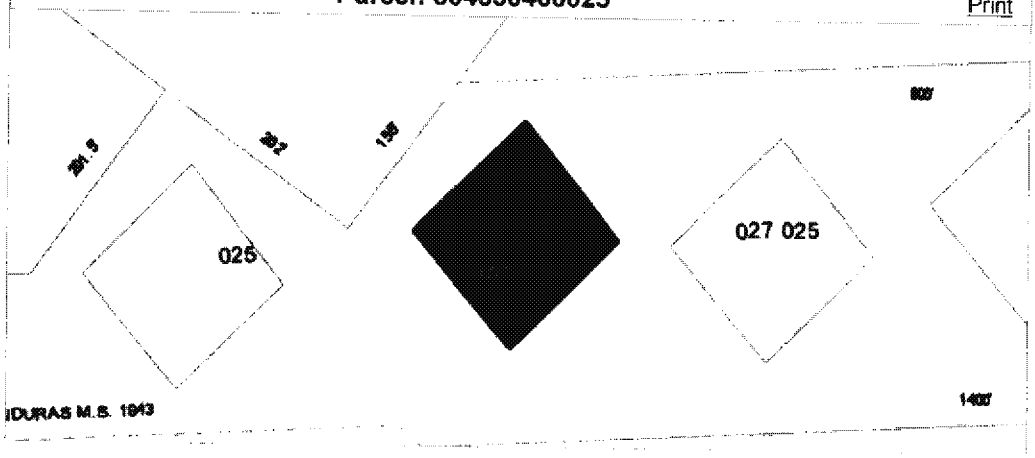
Parcel: 504530400025

Print



No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	MC CLELLAN RICHARD
Owner Address	
Address Line 2	
Address Line 3	
Address Line 4	
State	Ex. 6 Personal Privacy (PP)
Zipcode	
Site Address	
Acres	0.77
Legal Line 2	HONDURAS 30-40-10 M.S. 7843 8.33% INTEREST
Legal Line 3	B-266 P-25 B-278 P-122
Legal Line 4	
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	385
Total Value	385
Assessed Value	112
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

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Parcel: 504530400027

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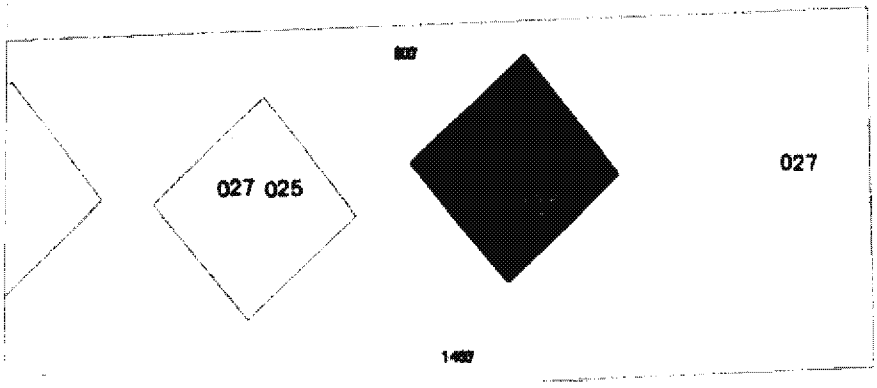

No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	RICO MOUNTAIN LIFE, LLC
Owner Address	
Address Line 2	
Address Line 3	P.O. BOX 924
Address Line 4	DOLORES
State	CO
Zipcode	813230000
Site Address	
Acres	6.94
Legal Line 2	HONDURAS M.S. 7843 75% INTEREST
Legal Line 3	PAT. #24157 30-40-10
Legal Line 4	B-203 P-206-207 B-238 P-323 B-266 P-445
Legal Line 5	B-279 P-15-26 B-378 P-5(SA)
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	3470
Total Value	3470
Assessed Value	1006
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

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Parcel: 504725300030

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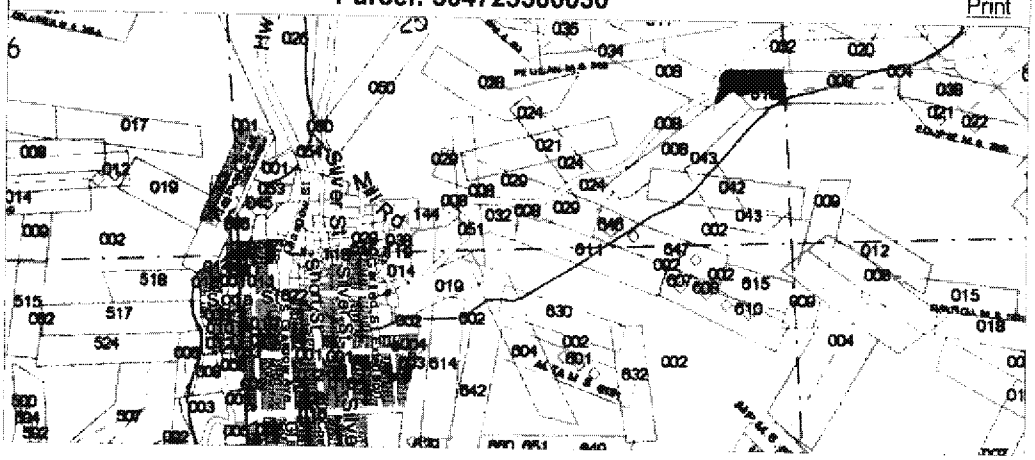

No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	RICO HIGH ALTITUDE INVESTMENTS
Owner Address	
Address Line 2	
Address Line 3	P.O. BOX 924
Address Line 4	DOLORES
State	CO
Zipcode	813230000
Site Address	
Acres	9.07
Legal Line 2	LAST CHANCE M.S. 8622 100% INTEREST
Legal Line 3	PAT. #27745 25-40-11 B-193 P-324-327 B-238 P-323
Legal Line 4	B-266 P-445 B-279 P-27-36 B-378 P-3 (SA)
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	4535
Total Value	4535
Assessed Value	1315
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

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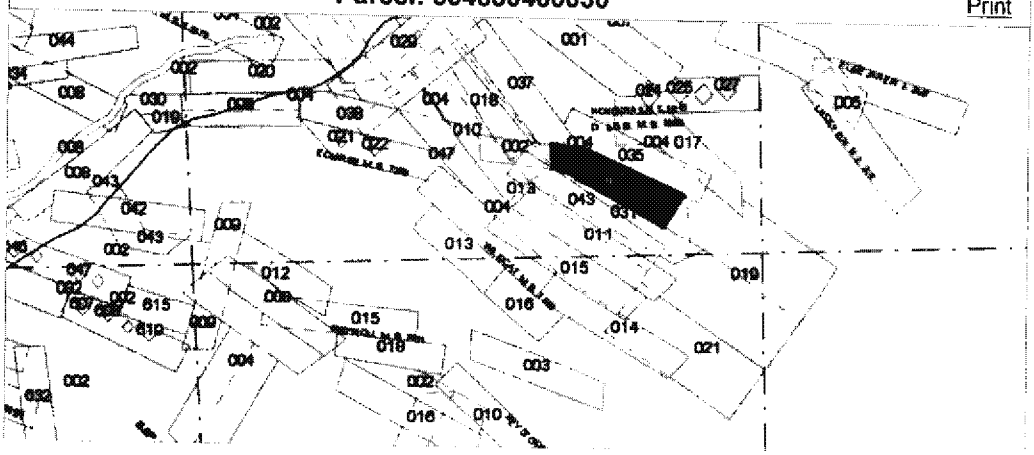
Parcel: 504530400030

Print



No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	RICO MOUNTAIN LIFE LLC.
Owner Address	
Address Line 2	
Address Line 3	P.O. BOX 924
Address Line 4	DOLORES
State	CO
Zipcode	813230000
Site Address	
Acres	9.45
Legal Line 2	LELIA DAVIS M.S. 1256 100% INTEREST
Legal Line 3	PAT.#9765 30-40-10
Legal Line 4	B-193 P-324-327 B-238 P-323 B-266 P-445
Legal Line 5	B-279 P-15-26 B-378 P-5(SA)
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	4725
Total Value	4725
Assessed Value	1370
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

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Parcel: 504530400031

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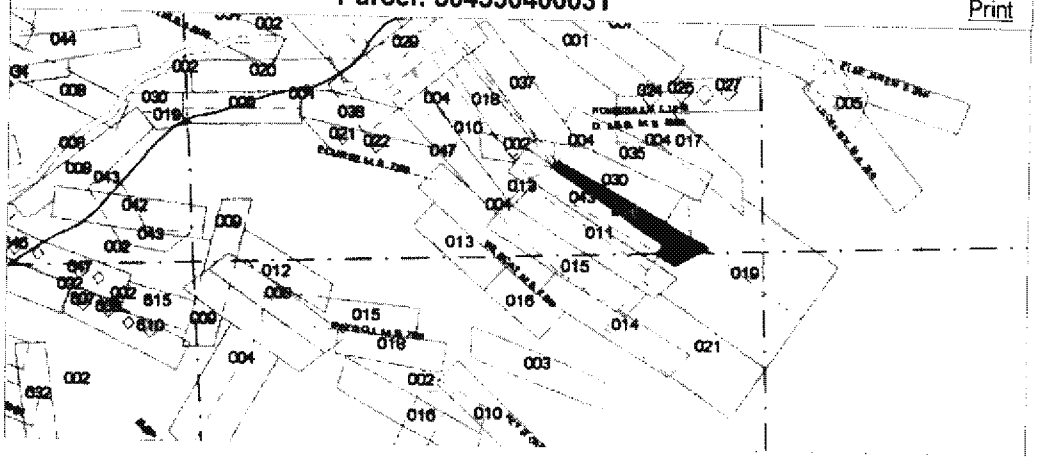


No photo available for this property.

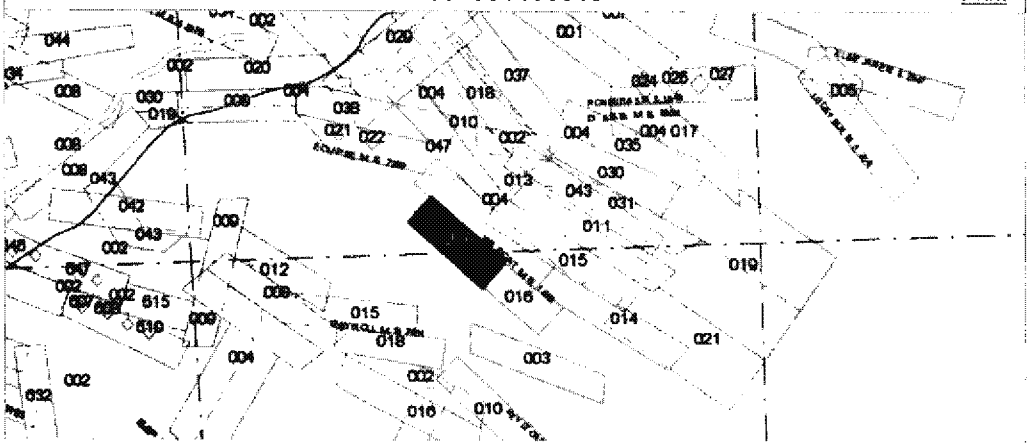
Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	RICO HIGH ALTITUDE INVESTMENTS
Owner Address	
Address Line 2	
Address Line 3	P.O. BOX 924
Address Line 4	DOLORES
State	CO
Zipcode	813230000
Site Address	
Acres	8.55
Legal Line 2	LILLIE BERNARD M.S. 6406 100% INTEREST
Legal Line 3	PAT. #20177 30-40-10 B-193 P-324-327 B-238 P-323
Legal Line 4	B-266 P-445 B-279 P-27-38 B-378 P-3 (SOA)
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	4275
Total Value	4275
Assessed Value	1240
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

No certification or accuracy of information is made or implied. Information may be changed without notice. This map is for informational purposes only and is not a legal map. Call 970-677-2385 with any questions.

Parcel: 504531100013

Print



No photo available for this property.

Parcel Sales History	
Sale Date	08/25/2008
Sale Price	0
Book	376
Page	27
Grantor	MATZICK, MARGARET
Grantee	MATZICK, MARGARET R. & HELEN M. (JT)

Owner	MATZICK MARGARET R. & HELEN M.
Owner Address	(JT)
Address Line 2	
Address Line 3	Ex. 6 Personal Privacy (PP)
Address Line 4	
State	
Zipcode	
Site Address	
Acres	5
Legal Line 2	ORPHAN GIRL MILLSITE M.S. 1595B 100% INTEREST
Legal Line 3	30,31-40-10 B-137 P-48/B-241 P-230/B-376 P-27(QC) DOLCO
Legal Line 4	
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	2500
Total Value	2500
Assessed Value	725
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

No certification or accuracy of information is made or implied. Information may be changed without notice. This map is for informational purposes only and is not a legal map. Call 970-677-2385 with any questions.

ACCOUNT FILE MAINTENANCE

Account 504531100014 Flag M

Name MATZICK , HELEN M.

Address 1

Address 2

Address 3

Address 4

State/Zip

Property

Map Num 504531100014

Prev Name1 MATZICK MARGARET R. & HELEN M.

Prev Name2 MATZICK MARGARET

Ex. 6 Personal Privacy (PP)

LEGAL DESCRIPTION Acres

91-5045-311-00-014

FROM: MARGARET MATZICK

ORPHAN GIRL MS# 1595A

100% INTEREST 30,31-40-10

B-137 P-48 B-241 P-230 B-

376 P-27(QC) B-397 P-425(DC 964

	VALUES-ASSD	TAXABLE	EXEMPT
LAND		**1398**	

Use 51400 City 00000 Subdv 00030

Anlys 000 Tax/Dst 101 Zone 00

Exempt Late Filing Advrt Y Bnkrpt N TOTALS **1398**

ACRES: Master Legal Value Ignore PP $ **1595** Exemption N

0000000964 **964** **964** NOV # 2538 NOD #

CHANGES

Parcel On 07/28/2011 By JOI

Name On 07/28/2011 By JOI

Values On 06/19/2007 By LENORE

Legal On 07/28/2011 By JOI

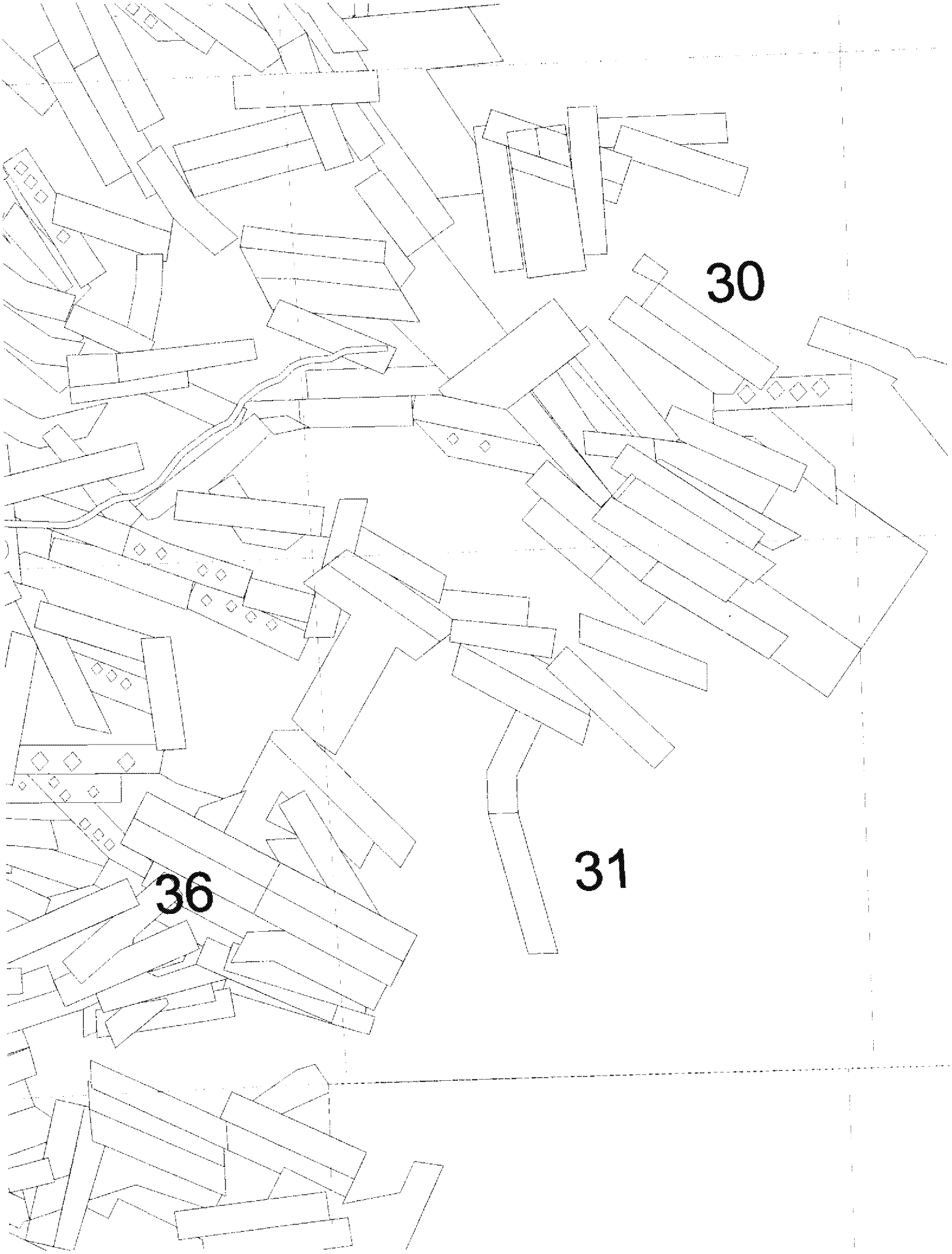
CMD1-Value Change **CMD2-Legal Change**

CMD3-Both Changes **CMD4-Sales Change**

CMD11-HOMESTEAD **CMD12-ID# CHANGE**

CMD22-Abort Entry **HELP-More Details**

DCA-020


30
31
36

STATE OF COLORADO
DOLORES COUNTY
Assessed Owner:
MATZICK HELEN M.

Ex. 6 Personal Privacy (PP)

CERTIFICATE OF TAXES DUE
Thru Tax Year 2010

Certificate No 99
Printed 08/16/2011

SCHEDULE NUMBER 504530100015 M
TAX DISTRICT 101
ROLL PAGE 096

% THIS IS VACANT LAND %

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres:	19.33	
SCHOOL DIST RE-2J	19.949	29.88			
DOLORES COUNTY	28.013	41.97		2010 TAX AMT	72.26
S W WATER CONS	.272	.41		2010 TAX PD	72.26-
TOTALS	48.233	72.26			

LEGAL DESCRIPTION OF PROPERTY
P1-5045-301-00-015 FROM: MARGARET MATZICK
DAWN OF DAY MS#1594A 100% INTEREST 30.31-40-10
B-137 P-48 B-241 P-230 B- 376 P-27(QC) B-397 P-425(QC

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 16TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: Deputy

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO
DOLORES COUNTY
Assessed Owner:
MATZICK HELEN M.

Ex. 6 Personal Privacy (PP)

CERTIFICATE OF TAXES DUE
Thru Tax Year 2010

Certificate No 95
Printed 08/15/2011

SCHEDULE NUMBER 504530100016 M
TAX DISTRICT 101
ROLL PAGE 896

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres:	5.00	
SCHOOL DIST RE-2J	19.948	14.47			
DOLORES COUNTY	28.013	20.31		2010 TAX AMT	34.98
S W WATER CONS	.272	.20		2010 TAX PD	34.98-
TOTALS	48.233	34.98			

LEGAL DESCRIPTION OF PROPERTY
91-5045-301-00-016 FROM: MARGARET MATZICK
DAWN OF DAY MILLSITE M.S. 1594B 100% INTEREST
30.31-40-10 B-137 P-48 B-241 P-230 B-376 P-27(QC)
B-397 P-425(QC)

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO
DOLORES COUNTY
Assessed Owner:
MATZICK HELEN M.

Ex. 6 Personal Privacy (PP)

CERTIFICATE OF TAXES DUE
Thru Tax Year 2010

Certificate No 100
Printed 08/16/2011

SCHEDULE NUMBER 504531100014 M
TAX DISTRICT 101
ROLL PAGE 997

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres: 9.64	
SCHOOL DIST RE-2J	19.948	27.39		
DOLORES COUNTY	28.013	39.17	2010 TAX AMT	67.44
S W WATER CONS	.272	.38	2010 TAX PD	67.44-
TOTALS	48.233	67.44		

LEGAL DESCRIPTION OF PROPERTY
91-5045-311-00-014 FROM: MARGARET MATZICK
ORPHAN GIRL MS# 1595A 100% INTEREST 30.31-40-10
B-137 P-46 B-241 P-230 B- 376 P-27(QC) B-397 P-425(DC

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office, this 16TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: Deputy

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO
DOLORES COUNTY

CERTIFICATE OF TAXES DUE
Thru Tax Year 2010

Certificate No 96
Printed 08/15/2011

Assessed Owner:
MATZICK HELEN M.

Ex. 6 Personal Privacy (PP)

SCHEDULE NUMBER 504531100013 M
TAX DISTRICT 101
ROLL PAGE 897

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres: 5.00	
SCHOOL DIST RE-2J	19.948	14.47		
DOLORES COUNTY	28.013	20.31	2010 TAX AMT	34.98
S W WATER CONS	.272	.20	2010 TAX PD	34.98-
TOTALS	48.233	34.98		

LEGAL DESCRIPTION OF PROPERTY
91-5045-311-00-013 FROM: MARGARET MATZICK
ORPHAN GIRL MILLSITE M.S. 1595B 100% INTEREST
30,31-40-10 B-137 P-48 B-241 P-230 B-376 P-27(QC)
B-397 P-425(DC)

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 97
DOLORES COUNTY Thru Tax Year 2010 Printed 08/16/2011

Assessed Owner:
MATZICK HELEN M.

Ex. 6 Personal Privacy (PP)

SCHEDULE NUMBER 504531100020 M
TAX DISTRICT 101
ROLL PAGE 897

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres:	7.57	
SCHOOL DIST RE-2J	19.948	21.90			
DOLORES COUNTY	28.013	30.76		2010 TAX AMT	52.96
S W WATER CONS	.272	.30		2010 TAX PD	52.96-
TOTALS	48.233	52.96			

LEGAL DESCRIPTION OF PROPERTY
91-5045-311-00-020 FROM: MARGARET MATZICK
WILDCAT MS# 1593 100% INTEREST 30.31-40-10
B-137 P-48 B-241 P-230 B- 376 P-27(DC) B-397 P-425(DC

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 16TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____ Deputy

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 98
DOLORES COUNTY Thru Tax Year 2010 Printed 08/16/2011
Assessed Owner:
RICO HIGH ALTITUDE INVESTMENT SCHEDULE NUMBER 504530400001 M
P.O. BOX 924 TAX DISTRICT 101
DOLORES CO 81323 ROLL PAGE 1167

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres:	9.95	
SCHOOL DIST RE-2J	19.948	28.78		2009-CERT #	6530
DOLORES COUNTY	28.013	40.43		CERT AMT DUE	130.92
S W WATER DONS	.272	.39			
TOTALS	48.233	69.60			
				2010 TAX AMT	69.60
				INTEREST DUE	2.78

LEGAL DESCRIPTION OF PROPERTY

91-5045-304-00-001 FROM: RICO PROPERTIES
AETNA M.S. 1956 100% INTEREST
PAT. #11399 30-40-10
B-202 P-187 B-207 P-134 B-236 P-320 B-266 P-445
B-279 P-27-38 B-378 P-3 SOA

TOTAL IS CORRECT ONLY IF PAID BY: 08/31/2011 Total Now Due $203.30

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 16TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____ Deputy

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 79
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
RICO HIGH ALTITUDE INVESTMENT
P.O. BOX 924
DOLORES CO 81323

SCHEDULE NUMBER 504530400017 M
TAX DISTRICT 101
ROLL PAGE 1168

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres: 9.43	
SCHOOL DIST RE-2J	19.948	27.27	2009-CERT #	6531
DOLORES COUNTY	28.013	38.30	CERT AMT DUE	126.75
S W WATER CONS	.272	.37		
TOTALS	48.233	65.94		
			2010 TAX AMT	65.94
			INTEREST DUE	2.64

LEGAL DESCRIPTION OF PROPERTY

91-5045-304-00-017 FROM: RICO PROPERTIES
D. & B.B. M.S. 8539 100% INTEREST
PAT. #25142 30-40-10
B-193 P-324-327 B-238 P-321 B-266 P-445
B-279 P-27-38 B-38 P-3 SOA

TOTAL IS CORRECT ONLY IF PAID BY: 08/31/2011 Total Now Due $195.33

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 80
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011
Assessed Owner:
RICO HIGH ALTITUDE INVESTMENT SCHEDULE NUMBER 504725300030 M
P.O. BOX 924 TAX DISTRICT 101
DOLORES CO 81323 ROLL PAGE 1179

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	#/THOUS	TAX	Acres: 9.07	
SCHOOL DIST RE-2J	19.948	26.24	2009-CERT #	6354
DOLORES COUNTY	28.013	36.84	CERT AMT DUE	200.36
S W WATER CONS	.272	.36		
TOTALS	48.233	63.44		
			2010 TAX AMT	63.44
			2010 TAX PD	63.44-

LEGAL DESCRIPTION OF PROPERTY

91-5047-253-00-030 FROM: RICO PROPERTIES
LAST CHANCE M.S. 8622 100% INTEREST
PAT. #27745 25-40-11 B-193 P-324-327 B-238 P-323
B-266 P-445 B-279 P-27-38 B-378 P-3 (SA)

TOTAL IS CORRECT ONLY IF PAID BY: 08/31/2011 Total Now Due $200.36

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 81
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
RICO HIGH ALTITUDE INVESTMENT
P.O. BOX 924
DOLORES CO 81323

SCHEDULE NUMBER 504530400031 M
TAX DISTRICT 101
ROLL PAGE 1168

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres:	8.55	
SCHOOL DIST RE-2J	19.948	24.74		2009-CERT #	6532
DOLORES COUNTY	28.013	34.74		CERT AMT DUE	117.11
S W WATER CONS	.272	.34			
TOTALS	48.233	59.82			
				2010 TAX AMT	59.82
				INTEREST DUE	2.39

LEGAL DESCRIPTION OF PROPERTY

91-5045-304-00-031 FROM: RICO PROPERTIES
LILLIE BERNARD M.S. 6406 100% INTEREST
PAT. #20177 30-40-10 B-193 P-324-327 B-238 P-323
B-266 P-445 B-279 P-27-30 B-378 P-3 (SDA)

TOTAL IS CORRECT ONLY IF PAID BY: 08/31/2011 Total Now Due $179.32

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 82
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
RICO HIGH ALTITUDE INVESTMENT
P.O. BOX 924
DOLORES CO 81323

SCHEDULE NUMBER 504531100019 M
TAX DISTRICT 101
ROLL PAGE 1168

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres: 16.50	
SCHOOL DIST RE-2J	19.948	47.74	2009-CERT #	6534
DOLORES COUNTY	28.013	67.05	CERT AMT DUE	180.21
S W WATER CONS	.272	.65		
TOTALS	48.233	115.44		
			2010 TAX AMT	115.44
			INTEREST DUE	4.62

LEGAL DESCRIPTION OF PROPERTY

91-5045-311-00-019 FROM: RICO PROPERTIES
TRAILS END PAT.#1111727 M.S.#20568 100% INTEREST
30.31-40-10 B-193 P-324-327 B-238 P-320 B-266 P-445
B-279 P-15-26,27-38 B-378 P-3 (SOA)

TOTAL IS CORRECT ONLY IF PAID BY: 08/31/2011 Total Now Due $300.27

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 83
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
RICO PROPERTIES L.L.C.
P.O. BOX 924
DOLORES CO 81323

SCHEDULE NUMBER 504725400008 M
TAX DISTRICT 101
ROLL PAGE 1260

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres:	9.49	
SCHOOL DIST RE-2J	19.948	27.45		2009-CERT #	6360
DOLORES COUNTY	28.013	38.56		CERT AMT DUE	207.36
S W WATER CONS	.272	.37			
TOTALS	48.233	66.38			
				2010 TAX AMT	66.38
				2010 TAX PD	66.38-

LEGAL DESCRIPTION OF PROPERTY

91-5047-254-00-008 FROM: RICO DEVELOPMENT
CATSKILL M.S. 7062 100% INTEREST
PAT. #21923 25-40-11
B-193 P-324-327 B-238 P-321 B-266 P-445 B-269 P-74,75
B-350 P-232(LIS PENS) B-378 P-2 (SOA)
B-382 P-271(REL LIS PENS)

TOTAL IS CORRECT ONLY IF PAID BY: 08/31/2011 Total Now Due $207.36

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 84
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
RICO MOUNTAIN LIFE LLC.
P.O. BOX 924
DOLORES CO 81323

SCHEDULE NUMBER 504530100013 M
TAX DISTRICT 101
ROLL PAGE 1205

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres:	.33	
SCHOOL DIST RE-2J	19.948	.96		2009-CERT #	6309
DOLORES COUNTY	28.013	1.34		CERT AMT DUE	56.62
S W WATER CONS	.272	.01			
TOTALS	48.233	2.31			
				2010 TAX AMT	2.31
LEGAL DESCRIPTION OF PROPERTY				2010 TAX PD	2.31-

5045-301-00-013 FROM: RICO PROPERTIES
CONNECTING LINK M.S. 7310 100% INTEREST
PAT. #22442 30-40-10 B-238 P-321 B-266 P-445
B-279 P-15-26 B-378 P-5(SA)

TOTAL IS CORRECT ONLY IF PAID BY: 08/31/2011 Total Now Due $56.62

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 85
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011
Assessed Owner:
RICO MOUNTAIN LIFE LLC.
P.O. BOX 924
DOLORES CO 81323

SCHEDULE NUMBER 504725400019 M
TAX DISTRICT 101
ROLL PAGE 1217

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres:	2.00	
SCHOOL DIST RE-2J	19.948	5.78		2009-CERT #	6364
DOLORES COUNTY	28.013	8.12		CERT AMT DUE	87.53
S W WATER CONS	.272	.08			
TOTALS	48.233	13.98			
				2010 TAX AMT	13.98
				2010 TAX PD	13.98-

LEGAL DESCRIPTION OF PROPERTY

5047-254-00-019 FROM: RICO PROPERTIES
ELLIOT MILLSITE M.S. 1536B 100% INTEREST
PAT. #9764 25-40-11 B-193 P-324-327 B-238 P-322
B-266 P-445 B-279 P-15-26 B-356 P-243-251(EAS)
B-378 P-5(SA)

TOTAL IS CORRECT ONLY IF PAID BY: 08/31/2011 Total Now Due $87.53

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 86
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011
Assessed Owner:

RICO MOUNTAIN LIFE LLC.
P.O. BOX 924
DOLORES CO 81323

SCHEDULE NUMBER 504530400030 M
TAX DISTRICT 101
ROLL PAGE 1208

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres: 9.45	
SCHOOL DIST RE-2J	19.948	27.33	2009-CERT #	6317
DOLORES COUNTY	28.013	38.38	CERT AMT DUE	201.27
S W WATER CONS	.272	.37		
TOTALS	48.233	66.08		
			2010 TAX AMT	66.08
			2010 TAX PD	66.08-

LEGAL DESCRIPTION OF PROPERTY

5045-304-00-030 FROM: RICO PROPERTIES
LELIA DAVIS M.S. 1256 100% INTEREST
PAT.#9765 30-40-10
B-193 P-324-327 B-238 P-323 B-266 P-445
B-279 P-15-26 B-378 P-5(SA)

TOTAL IS CORRECT ONLY IF PAID BY: 08/31/2011 Total Now Due $201.27

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 87
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
RICO MOUNTAIN LIFE LLC.
P.O. BOX 924
DOLORES CO 81323

SCHEDULE NUMBER 504530100043 M
TAX DISTRICT 101
ROLL PAGE 1206

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres: 1.98	
SCHOOL DIST RE-2J	19.948	5.73	2009-CERT #	6312
DOLORES COUNTY	28.013	8.04	CERT AMT DUE	87.23
S W WATER CONS	.272	.08		
TOTALS	48.233	13.85		
			2010 TAX AMT	13.85
			2010 TAX PD	13.85-

LEGAL DESCRIPTION OF PROPERTY

5045-301-00-043 FROM: RICO PROPERTIES
TRIANGLE M.S. 20347 100% INTEREST
PAT. #1111575 30-40-10
B-193 P-324-327 B-238 P-325 B-266 P-445
B-279 P-15-26 B-378 P-5(SA)

TOTAL IS CORRECT ONLY IF PAID BY: 08/31/2011 Total Now Due $87.23

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 89
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
RICO MOUNTAIN LIFE, LLC
P.O. BOX 924
DOLORES CO 81323

SCHEDULE NUMBER 504530400027 M
TAX DISTRICT 101
ROLL PAGE 1237

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX
SCHOOL DIST RE-2J	19.948	20.07
DOLORES COUNTY	28.013	28.18
S W WATER CONS	.272	.27
TOTALS	48.233	48.52

Acres: 6.94

2009-CERT #	6457
CERT AMT DUE	162.94
2010 TAX AMT	48.52
2010 TAX PD	48.52-

LEGAL DESCRIPTION OF PROPERTY

5045-304-00-027
HONDURAS
PAT. #24157
B-203 P-206-207
B-279 P-15-26 B-378 P-5(SA)

FROM: RICO PROPERTIES
M.S. 7843 75% INTEREST
30-40-10
B-238 P-323 B-266 P-445

TOTAL IS CORRECT ONLY IF PAID BY: 08/31/2011 Total Now Due $162.94

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office, this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 89
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
HURLEY WILLIAM F.
C/O CAROL BENTRY
Ex. 6 Personal Privacy (PP)

SCHEDULE NUMBER 504530400026 M
TAX DISTRICT 101
ROLL PAGE 669

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres:	.77	
SCHOOL DIST RE-2J	19.948	2.23			
DOLORES COUNTY	28.013	3.14		2010 TAX AMT	5.40
S W WATER CONS	.272	.03		2010 TAX PD	5.40-
TOTALS	48.233	5.40			

LEGAL DESCRIPTION OF PROPERTY
91-5045-304-00-026
HONDURAS 30-40-10 M.S. 7843 8.33% INTEREST
B-122 P-31 B-212 P-141,142

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 90
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
MAGNESS JEAN ET AL

Ex. 6 Personal Privacy (PP)

SCHEDULE NUMBER 504530400024 M
TAX DISTRICT 101
ROLL PAGE 855

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres:	.77	
SCHOOL DIST RE-2J	19.948	2.23			
DOLORES COUNTY	28.013	3.14		2010 TAX AMT	5.40
S W WATER CONS	.272	.03		2010 TAX PD	5.40-
TOTALS	48.233	5.40			

LEGAL DESCRIPTION OF PROPERTY
91-5045-304-00-024
HONDURAS 30-40-10 M.S. 7843 9.33% INTEREST
B-122 P-31 B-137 P-104 B-193 P-319

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 91
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
MC CLELLAN RICHARD

Ex. 6 Personal Privacy (PP)

SCHEDULE NUMBER 504530400025 M
TAX DISTRICT 101
ROLL PAGE 917

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres:	.77	
SCHOOL DIST RE-2J	19.946	2.23			
DOLORES COUNTY	28.013	3.14		2010 TAX AMT	5.40
S W WATER CONS	.272	.03		2010 TAX PD	5.40-
TOTALS	48.233	5.40			

LEGAL DESCRIPTION OF PROPERTY
91-5045-304-00-025 FROM: STAMPFEL ESTATE
HONDURAS 30-40-10 M.S. 7843 8.33% INTEREST
B-266 P-25 B-278 P-122

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 93
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
SILVER CREEK LAND, LLC
P.O. BOX 1511
IDAHO SPRINGS CO 80542

SCHEDULE NUMBER 504530300021 M
TAX DISTRICT 101
ROLL PAGE 1384

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres: 8.22	
SCHOOL DIST RE-2J	19.948	15.86		
DOLORES COUNTY	28.013	22.28	2010 TAX AMT	38.36
S W WATER CONS	.272	.22	2010 TAX PD	38.36-
TOTALS	48.233	38.36		

LEGAL DESCRIPTION OF PROPERTY
17-5045-303-00-021 FROM: ESTATE OF W WEBSTER
ECLIPSE MS#7289 66.67% INTEREST SURFACE ONLY
30-40-10 B-193 P-324-327 B-238 P-322 B-275 P-458
B-388 P-341(PRD) B-389 P- 417(DC),418(LTRS)

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 94
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011
Assessed Owner:
MC CLELLAN RICHARD

Ex. 6 Personal Privacy (PP)

SCHEDULE NUMBER 504530300022 M
TAX DISTRICT 101
ROLL PAGE 917

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres: 8.22	
SCHOOL DIST RE-2J	19.948	7.92		
DOLORES COUNTY	28.013	11.12	2010 TAX AMT	19.15
S W WATER CONS	.272	.11	2010 TAX PD	19.15-
TOTALS	48.233	19.15		

LEGAL DESCRIPTION OF PROPERTY
91-5045-303-00-022 FROM: GIAMBONI
ECLIPSE 30-40-10 M.S. 7289 33.33% INTEREST
B-34 P-33(PAT) B-30 P-100 (MD) B-57 P-278(MD)
B-375 P-430(TD)

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF; I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 78
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
SILVER CREEK LAND, LLC
P.O. BOX 1511
IDAHO SPRINGS CO 80542

SCHEDULE NUMBER 504530400046 M
TAX DISTRICT 101
ROLL PAGE 1386

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres: 1.61	
SCHOOL DIST RE-2J	19.946	4.65		
DOLORES COUNTY	28.013	6.53	2010 TAX AMT	11.24
S W WATER CONS	.272	.06	2010 TAX PD	11.24-
TOTALS	48.233	11.24		

LEGAL DESCRIPTION OF PROPERTY
17-5045-304-00-046 FROM: ESTATE OF W WEBSTER
WEDGE 30-40-10 M.S. 20348 SURFACE ONLY
B-193 P-324-327 B-238 P-325 B-275 P-412 B-388 P-341(PR)
B-389 P-417(DC)418(LTRS)

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office, this 15TH day of AUGUST A.D. 2011

JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

STATE OF COLORADO CERTIFICATE OF TAXES DUE Certificate No 92
DOLORES COUNTY Thru Tax Year 2010 Printed 08/15/2011

Assessed Owner:
SILVER CREEK LAND, LLC
P.O. BOX 1511
IDAHO SPRINGS CO 80542

SCHEDULE NUMBER 504530300020 M
TAX DISTRICT 101
ROLL PAGE 1384

* THIS IS VACANT LAND *

Ordered by: Erin Johnson

========== N O T I C E ==========

I, the undersigned, County Treasurer in and for said County, do hereby certify that there are no unpaid taxes or unredeemed tax lien sale certificates, except as shown below, as appears of record in this office, on the following described property, to-wit:

TAXING ENTITIES	$/THOUS	TAX	Acres: 10.14		
SCHOOL DIST RE-2J	19.948	30.22			
DOLORES COUNTY	28.013	42.45		2010 TAX AMT	73.08
S W WATER CONS	.272	.41		2010 TAX PD	73.08-
TOTALS	48.233	73.08			

LEGAL DESCRIPTION OF PROPERTY
17-5045-303-00-020 FROM: ESTATE OF W WEBSTER
EBY MS #7066 PAT #24278 30-40-10 SURFACE ONLY
B-193 P-324-327 B-238 P-322 B-275 P-412 B-388 P-341(PR)
B-389 P-417(DC),418(LTRS)

TAXES HAVE BEEN PAID IN FULL Total Now Due $.00

IN WITNESS WHEREOF: I have hereunto set my hand and the seal of my office,
this 15TH day of AUGUST A.D. 2011

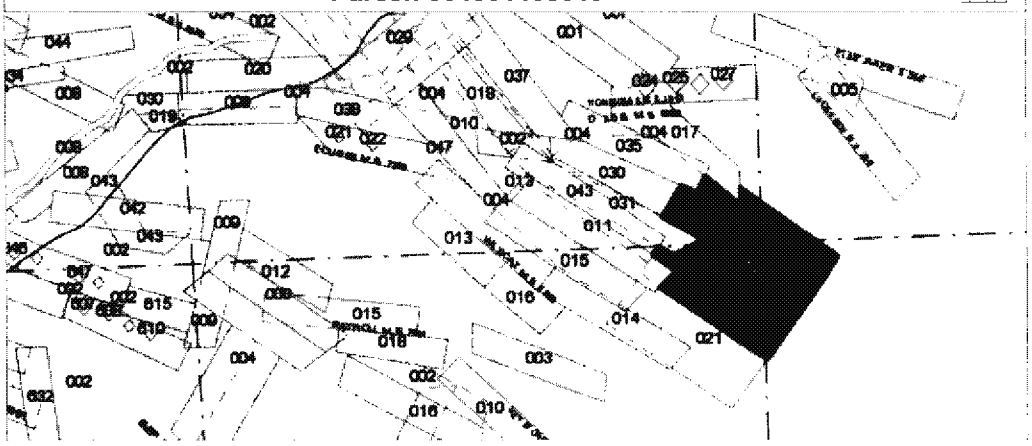
JANIE STIASNY
DOLORES COUNTY TREASURER

BY: _____

This Certificate does not certify as to any taxes which may, or may not, be due on any Mobile Home, Improvement, Personal Property, Oil, Gas, Mineral Rights, or Special Assessments which may, or may not, be located on the Property described above, unless specifically listed and described. Information regarding special taxing districts and the boundaries of such districts may be on file or deposit with the board of county commissioners, the county clerk and recorder, or the county assessor.

Parcel: 504531100019

Print



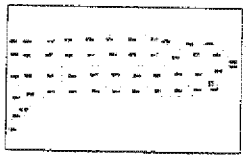
No photo available for this property.

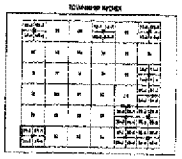
Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

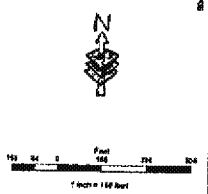
Owner	RICO HIGH ALTITUDE INVESTMENTS
Owner Address	
Address Line 2	
Address Line 3	P.O. BOX 924
Address Line 4	DOLORES
State	CO
Zipcode	813230000
Site Address	
Acres	16.5
Legal Line 2	TRAILS END PAT.#1111727 M.S.#20568 100% INTEREST
Legal Line 3	30,31-40-10 B-193 P-324-327 B-238 P-320 B-266 P-445
Legal Line 4	B-279 P-15-26,27-38 B-378 P-3 (SOA)
Legal Line 5	
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	8250
Total Value	8250
Assessed Value	2393
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

No certification or accuracy of information is made or implied. Information may be changed without notice. This map is for informational purposes only and is not a legal map. Call 970-677-2385 with any questions.

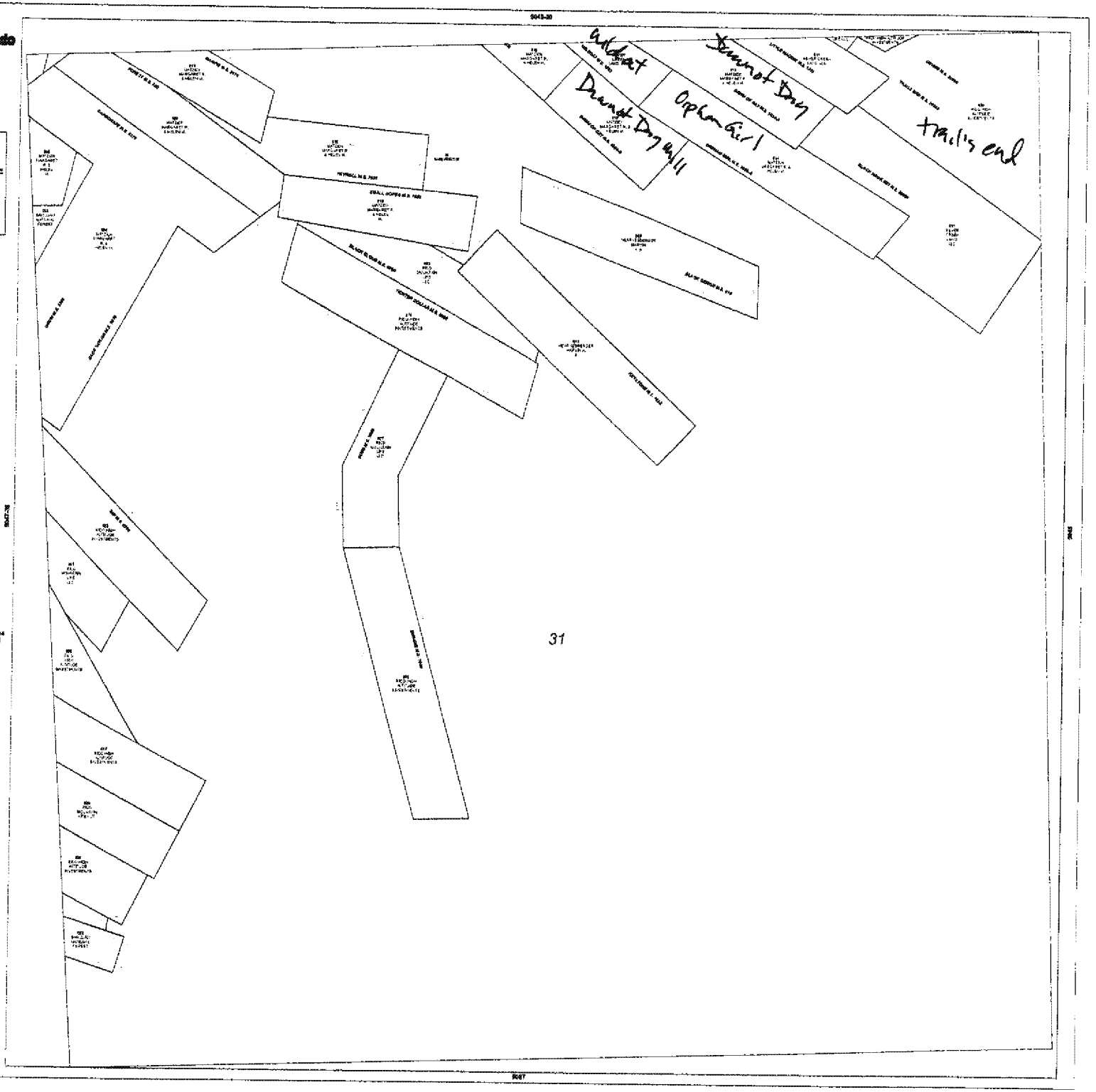
Dolores County, Colorado







Date: February 1, 2011

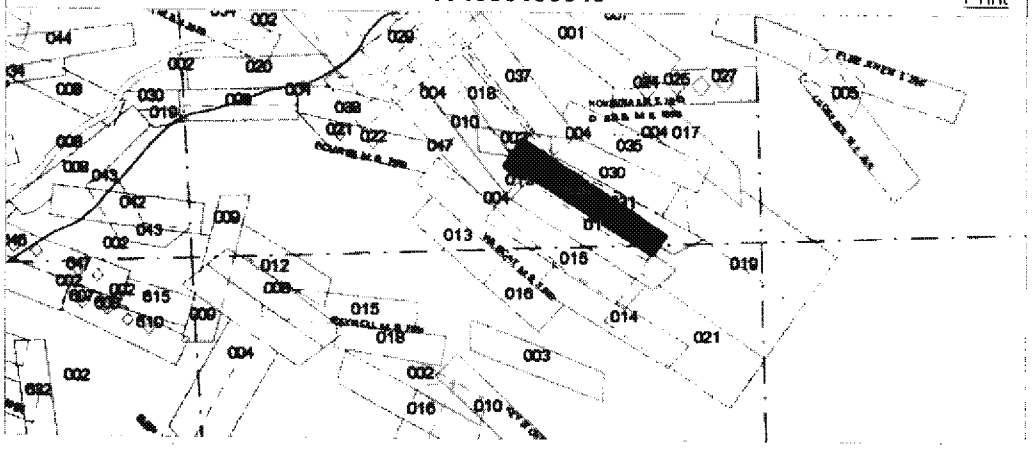


5045-31

T.40N R.10W

Parcel: 504530100043

Print



No photo available for this property.

Parcel Sales History	
Sale Date	
Sale Price	0
Book	
Page	
Grantor	
Grantee	

Owner	RICO MOUNTAIN LIFE LLC.
Owner Address	
Address Line 2	
Address Line 3	P.O. BOX 924
Address Line 4	DOLORES
State	CO
Zipcode	813230000
Site Address	
Acres	1.98
Legal Line 2	TRIANGLE M.S. 20347 100% INTEREST
Legal Line 3	PAT. #1111575 30-40-10
Legal Line 4	B-193 P-324-327 B-238 P-325 B-266 P-445
Legal Line 5	B-279 P-15-26 B-378 P-5(SA)
Land Use	Mine
Tax Area	101
Mill Levy	0.048233
Building Value	0
Extra Feature Value	0
Land Value	990
Total Value	990
Assessed Value	287
Bathrooms	0.00
Bedrooms	0
Heated Sqft	0
Year Built	0

No certification or accuracy of information is made or implied. Information may be changed without notice. This map is for informational purposes only and is not a legal map. Call 970-677-2385 with any questions.

ACCOUNT FILE MAINTENANCE

Account 504531100020 Flag M LEGAL DESCRIPTION Acres
Name MATZICK HELEN M. 91-5045-311-00-020
Address 1 FROM: MARGARET MATZICK
Address 2 WILDCAT MS# 1593
Address 3 100% INTEREST 30,31-40-10
Address 4 B-137 P-48 B-241 P-230 B-
State/Zip 376 P-27(QC) B-397 P-425(DC 757
Property
Map Num 504531100020
Prev Name1 MATZICK MARGARET R. & HELEN M.
Prev Name2 MATZICK MARGARET

Ex. 6 Personal Privacy (PP)

	VALUES-ASSD	TAXABLE	EXEMPT
	LAND	**1098**	

Use 51400 City 00000 Subdv 00030
Anlys 000 Tax/Dst 101 Zone 00
Exempt Late Filing Advrt Y Bnkrpt N TOTALS **1098**
ACRES: Master Legal Value Ignore PP $ **1595** Exemption N
0000000757 **757** **757** NOV # 2539 NOD #

CHANGES

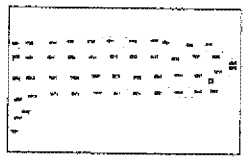
Parcel On 07/28/2011 By JOI
Name On 07/28/2011 By JOI
Values On 06/19/2007 By LENORE
Legal On 07/28/2011 By JOI

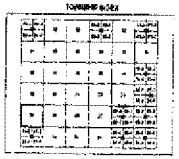
CMD1-Value Change **CMD2-Legal Change**
CMD3-Both Changes **CMD4-Sales Change**
CMD11-HOMESTEAD **CMD12-ID# CHANGE**
CMD22-Abort Entry **HELP-More Details**

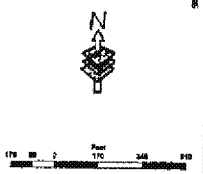
See attached maps

DCA-024

Dolores County, Colorado

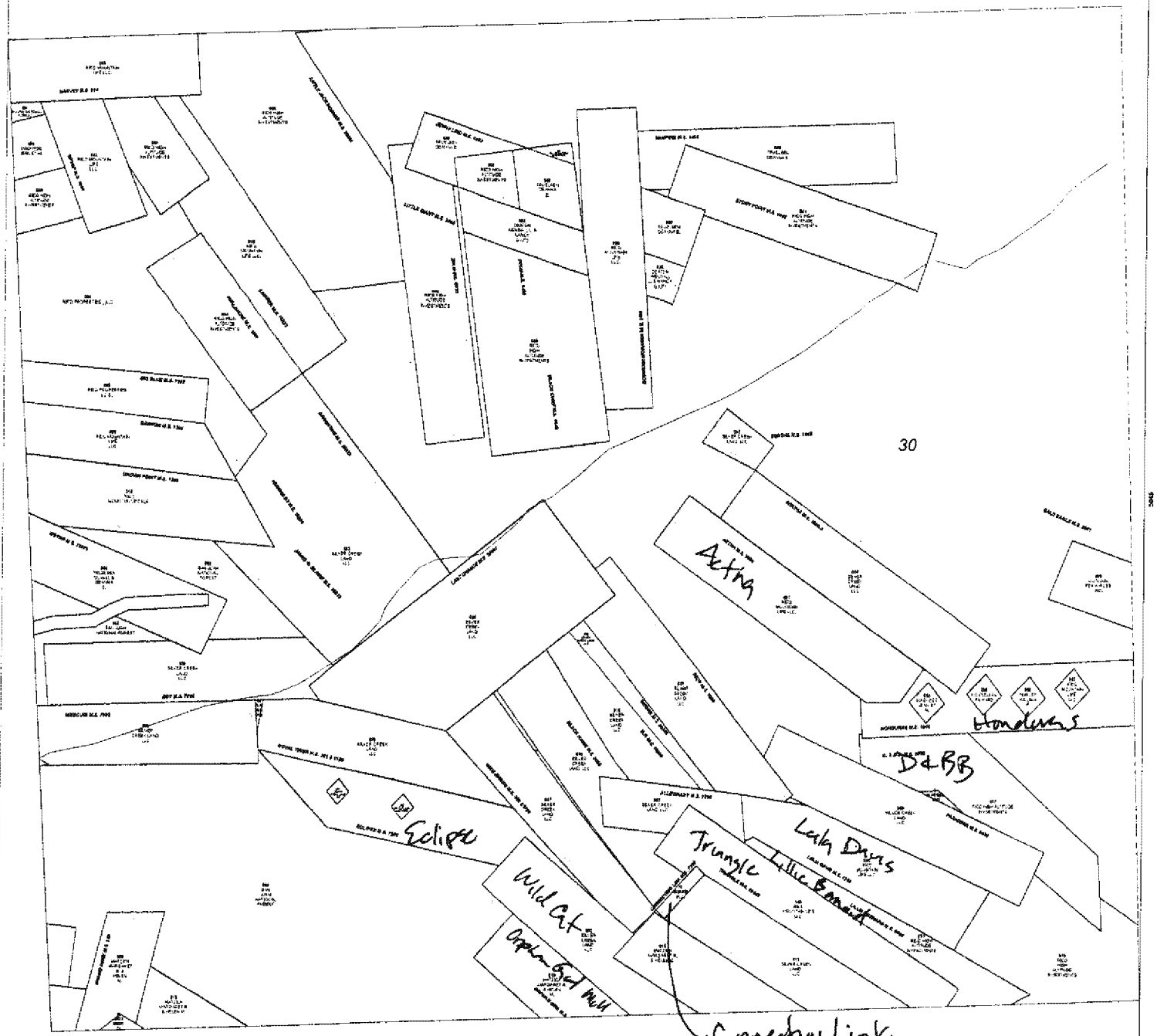






5045-30

T.40N R.10W



Ex. 6 Personal Privacy (PP)

TITLE-001

LT-1 - LETTERS TESTAMENTARY

2010000[illegible]
Filed for Record in
DOLORES COUNTY, COLORADO
CLR. & RANDOLPH
03-01-2010 At 02:47 pm.
LTRS TESTAM 11.00
DOC FEE .00
Book 389 Page 418 - 419

Letters Testamentary

No. 81-02

The State of Texas
County of Henderson

In County Court
Henderson County, Texas

I, Gwen Moffeit Clerk of the County Court of Henderson County, Texas, do hereby certify that on the 15th day of May A. D. ~~19~~ 2002, JANICE GRAHAM was by said court duly granted Letters Testamentary of the Estate of WAYNE EDMOND WEBSTER deceased and that he has duly qualified as* Independent Executor of said Estate on the 15th day of May A. D. ~~19~~ 2002 as the law requires, and that said appointment is still in full force and effect.

Witness my hand and seal of said court, at Athens Texas this 15th day of May A. D. ~~19~~ 2002

Gwen Moffeit Clerk,
County Court, Henderson County, Texas.

(SEAL)

By Catherine Shepherd Deputy.

*Insert Independent or Where Applicable

TITLE-002

ED_004657_00000117-00076

Instrument 201000159250 DR Book 389 Page 419

LT-1

No. 81--02

ESTATE OF

Wayne Edmond Webster

Deceased

Letters Testamentary

To

Janice Graham

As Independent Executor

Issued the 15th day of May A. D. ~~19~~ 2002

Gwen Moffeit Clerk

County Court Henderson County, Texas

By _____ Deputy

WHAT CONSTITUTES LETTERS

Letters Testamentary or of Administration shall be a Certificate of the Clerk of the Court granting the same, attested by the seal of such Court, and stating that the Executor or Administrator, as the case may be, has duly qualified as such as the law requires, the date of such qualification and the name of the deceased. (Sec. 183, Texas Probate Code)

00150890 08/17/2006 02:45pm BK: 0350 PG: 232
EARLENE WHITE DOLORES COUNTY CLERK & RECORDER

District Court, Montezuma County, Colorado 109 West Main Street, Room 210 Cortez, Colorado 81321 In re the Marriage of: Petitioner: STANLEY A. FOSTER Respondent: ANNALEE FOSTER, n.k.a. ALLRED	▲ COURT USE ONLY ▲
SINCLAIR & ROSS, LLC Charlene H. Sinclair #25308 ATTORNEYS & COUNSELORS AT LAW PO Box 3238, Telluride, CO 81435 Phone Number: (970) 728-9477 E-mail: FAX Number: (970) 728-9466 Atty. Reg #: 25308 / 29488	Case Number: 00DR98 Division: Courtroom:

NOTICE OF LIS PENDENS

Notice is hereby given that in an action, suit, or proceeding that was filed in the District Court, in and for the County of Montezuma, in the State of Colorado between Stanley A. Foster and Annalee Foster, n.k.a. Allred, there was ordered a division of property wherein Annalee Foster was awarded ownership in all the real estate holdings in Rico, and the following is a description of the property affected:

RICO PROPERTIES, LLC

1. 17-5047-254-00-025 Pat. 21923 Master Chg: 2040719 Lenore 25-40-11 Legal Chg: 19970410 Berna M.S.7062 Catskill 100% Interest (9.49 Acres).
2. 17-5047-244-00-032 Mervin Pat. #1115034 Master Chg: 20040719 Lenore Legal Chg: 19970410 Berna M.S. Martha 100% Interest (24.36 Acres).
3. 17-5047-354-00-006 Master Chg: 20040719 Lenore, Legal Chg: 19970206 Linda, M.S. 6132 Santa Cruz 100% Interest (9.20 Acres).
4. 17-5047-253-00-048 Master Chg: 20040719 Lenore, Legal Chg: 19960814, Improvements Only Navajo Apts Columbia M.S.
5. 17-5047-253-00-054 Master Chg. 20040719 Lenore, Legal Chg: 19960314 Linda, (1.77 Ac, Tr in Homestake & Little Cora M.S. #410)
6. 17-5047-253-00-055 Master Chg. 20040719 Lenore, Legal Chg: 19971212 Linda, (Tr of Land in SW 4, 25-40-11 B-193 P-324-327 B-238 P-320).
7. 17-5047-354-00-009 Master Chg. 20040719 Lenore Legal Chg: 19950314 Linda (R.G.S. Y B-71 All M.R. B-71 P-68 B-28 P-207 (3.00 Acres)
8. 17-5047-362-01-009 Master Chg. 20040719 Lenore, Legal Chg: 19990308 Linda (Rico Lots 25, 26, Blk 24 B-276, P-41-42
9. 17--5047-362-12-005 Master Chg: 20040719 Lenore, Legal Chg. 19950622 Rich TR E End Mantz Ave (Legal Acres .34)

Dated this 7th day of August, 2006.

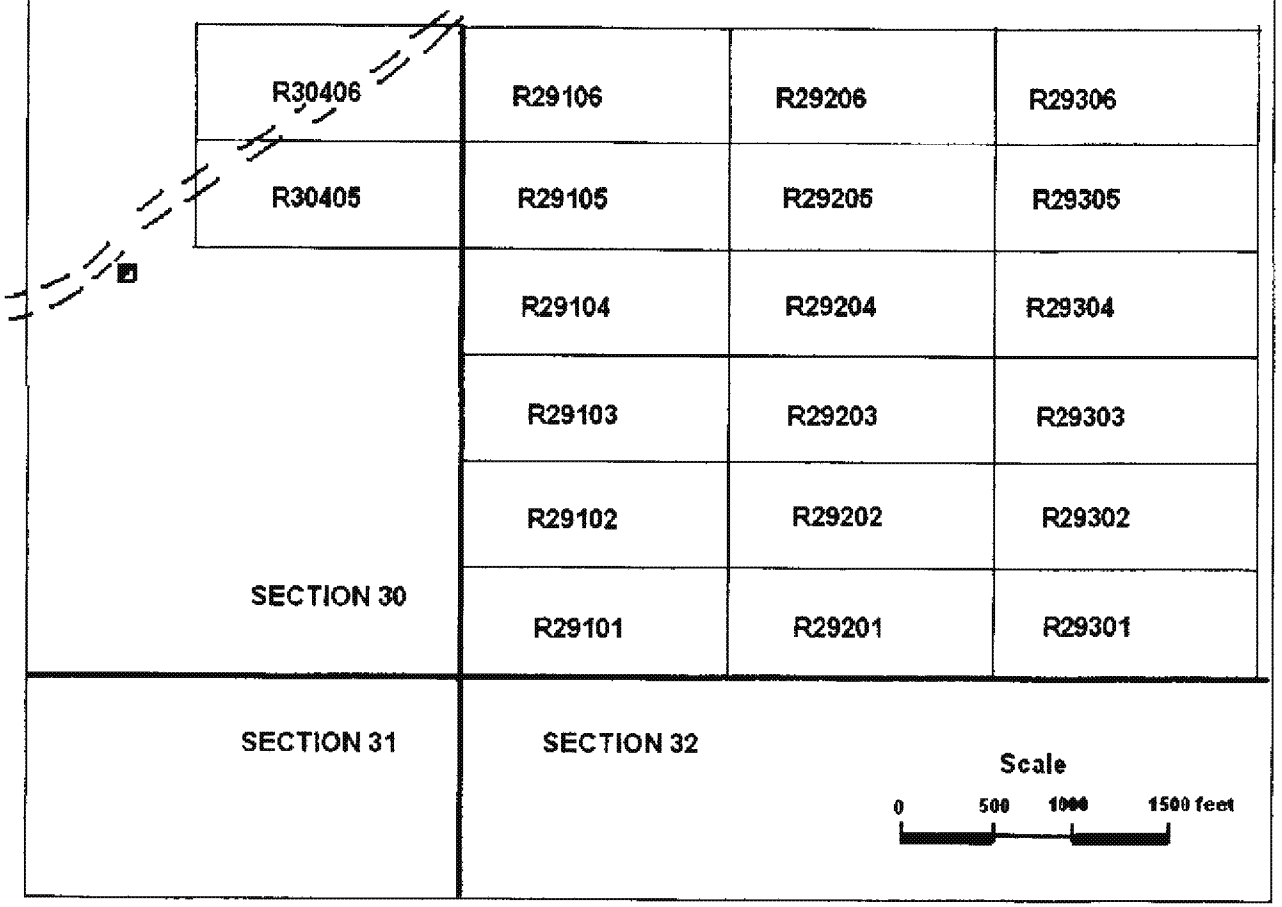
Charlene H. Sinclair
Attorney for Annalee Allred

200700154782
Filed for Record in
DOLORES COUNTY, COLORADO
LARITA RANDOLPH
08-21-2007 at 04:01 pm.
SM LODE MAP 6.00
DOC FEES .00
OR Book 344 Page 476 - 476

TITLE-004

Mining Claim Location Map for the 'R' Claim Group, Dolores County, Colorado

Township 40 North, Range 10 West



Instrument Book Page
200700155011 OR 366 122
200700155011
09-26-2007 At 09:53 am.
MEMO OPTION 106.00
DOC FEES .00
OR Book 366 Page 122 - 142
LARITA RANDOLPH
CLERK & RECORDER

MEMORANDUM OF OPTION

MEMORANDUM OF OPTION made this 25th day of September, 2007, by Rico Renaissance Limited Liability Company, a Colorado limited liability company, whose address is c/o William Baird, Manager, P.O. Box 1259, Telluride, Colorado 81435.

Grantors:	Rico Properties Limited Liability Company Rico Land and Cattle Co.; Rico Mountain Life, LLC; and Rico High Altitude Investments, LLC 100 N. 2nd Street P.O. Box 924 Dolores, CO 81323
Grantee:	Rico Renaissance Limited Liability Company c/o William Baird, Manager P.O. Box 1259 Telluride, Colorado 81435
Date of Original Option Agreement:	November 11, 1994
Title of Option Agreement:	Restructuring Agreement
Real Property Subject to Option:	See attached Exhibits: Schedule W, Schedule X, Schedule Y, Schedule Z, WD-RIC-1, WD-RIC-2, WD-RIC-3,WD-RIC-4

MEMORANDUM OF OPTION

On November 11, 1994, the above referenced Grantors executed and delivered a written agreement entitled "Restructuring Agreement" to the Grantee. In Article VII of said Restructuring Agreement, an irrevocable and exclusive option:

> *to acquire from Rico LLC [Rico Properties Limited Liability Company], or to cause Rico LLC to transfer, sell convey, exchange or assign, in whole or in part, all or any part or parts of the assets, or options to acquire assets, to any person or persons which RRLLC [Rico Renaissance Limited Liability Company] in its sole and absolute discretion deems appropriate*

was granted to Rico Renaissance Limited Liability Company ("Rico Renaissance, LLC"). The terms and conditions of the option granted to Rico Renaissance, LLC, are more particularly set forth in attached hereto as Exhibit A and incorporated herein by reference as though fully set forth.

The real property that is subject to the terms and conditions of the above referenced option are more particularly described and set forth in attached Schedule W; Schedule X; Schedule Y; Schedule Z; WD-RIC-1; WD-RIC-2; WD-RIC-3; and WD-RIC-4, which are incorporated herein by reference as though fully set forth.

The above described option in favor of Rico Renaissance, LLC, was extended to December 31, 2009, by subsequent written amendment which was executed and delivered on March, 1997, and a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

Dated this 25 day of September, 2007.

Rico Renaissance Limited Liability Company

By: _____
Ramon M. Escure, Esq., its attorney and agent

STATE OF COLORADO /
/ss.
COUNTY OF SAN MIGUEL /

The foregoing Memorandum of Option was acknowledged before me this 25th *day of* September, *2007, by Ramon M. Escure.*

Witness my hand and official seal.
My Commission expires: 9/9/08

_____
Notary Public

DONNA L. KYLE
NOTARY PUBLIC
STATE OF COLORADO

ARTICLE VII

GRANT OF OPTION BY RICO LLC TO RRLLC

In further consideration of the agreements of the parties herein, and as an integral part of the restructuring transaction, the parties agree to enter into an option agreement, the terms of which are set forth below, which Foster agrees to cause Rico LLC to enter into in his then capacities as 99% member, and sole manager, of Rico LLC.

A. In General.

Notwithstanding anything in this Agreement to the contrary, at all times until December 31, 1999, Rico LLC hereby grants to RRLLC, and RRLLC shall have, the irrevocable, exclusive right to acquire from Rico LLC, or to cause Rico LLC to transfer, sell, convey, exchange or assign, in whole or in part, all or any part or parts of the assets, or options to acquire assets, to any person or persons which RRLLC in its sole and absolute discretion deems appropriate, which assets or options constitute all the assets or options described in the exhibits to the RDC Option Agreements, as modified by the next two sentences (hereinafter the "Restructured Assets"). For purposes of this Agreement, the RDC Option Agreements are deemed modified by deleting the following assets from the exhibits to the RDC Option Agreements: Block 6,

EXHIBIT A

Lots 39 & 40 Block 14, Lots 31-35; Block 12, Lots 31-36 Block 28, Lots 1 & 2; Block 29, Lots 1-5; Block A, Peidmont Addition, Town of Rico; Mountain Springs Mining Claim, Patent No. 18766; Denver Mining Claim, Patent No. 23428; Big Strike, Patent No. 23428; and Catskill, Patent No. 21923, it being understood and agreed that these assets either have been previously sold or are considered to have potential environmental liability in excess of that to which Foster and Rico LLC are willing to risk being exposed. For purposes of this Agreement, the RDC Option Agreements are deemed modified by adding the following assets to Exhibits "B" of this Agreement: F.G. Day Tract, Patent No. xx ; Winkfield Tract East, Patent No. xx ; Block 1, Lots 39 & 40; and Tremble Tract, Patent No. xx . Foster agrees to cause Rico LLC, and Rico LLC agrees, promptly and diligently to take all steps necessary to effect the intent of this paragraph.

B. Option Payments.

1. In general.

The consideration to be paid by RRLLC to Rico LLC for such acquisition, assignment, transfer, sale, conveyance or exchange (hereinafter the "Option Payments") shall be calculated as follows: If Foster or Rico LLC fail to comply with any of their agreements, promises or obligations hereunder, or if at the time such transaction occurs, the Restructured Asset(s) which is the subject of such transaction does not appear on any of Schedules W, X, Y or Z (described in paragraphs C, D, E, and F, below), then, notwithstanding anything in this Agreement to the contrary, the consideration to be paid by RRLLC to Rico LLC shall be (i) one hundred dollars ($100.00) in each instance, plus (ii) when applicable, the reimbursement of any release consideration or other amounts paid by Rico LLC to RDC pursuant to the RDC Option Agreements (or a Deed of Trust which may be executed by Rico LLC replacing the contractual obligation set forth in the RDC Option Agreements to pay release consideration), plus (iii) 3.43% of the net profits or "in-kind" benefits, if any, realized upon the sale, transfer, exchange or assignment of any Restructured Assets to an unrelated third party in an arms-length transaction (the remaining 96.57% of the net profits belonging to RRLLC). If, at the time, such transaction occurs, the asset or option that is the subject of such transaction does appear on either of Schedules W, X, Y and Z, and Foster and Rico LLC are in full compliance with each and every one of their agreements, promises and obligations in this Agreement, then the Option Payments to be paid by RRLLC to Rico LLC shall be (i) one hundred dollars ($100.00) in each instance, plus (ii) when applicable, the reimbursement of any amounts paid by Rico LLC to RDC pursuant to the RDC Option Agreements (or a Deed of Trust which may be executed by Rico LLC replacing the contractual obligation set forth in the RDC Option Agreements to pay release consideration), plus (iii) when applicable, the amounts, if any,

payable to Rico LLC as specified in paragraphs C, D, E or F below, whichever is applicable.

C. Schedule "W" Profit Split.

Upon the transfer, conveyance, assignment, sale or exchange by Rico LLC of all or any part of any of its assets (including without limitation, mineral rights), or options held by Rico LLC to acquire any assets, listed on Schedule "W," annexed hereto, the net profits of each such transaction shall be shared as follows: eighty-seven percent (87%) shall be paid and distributed to RRLLC and thirteen percent (13%) shall be paid and distributed to Rico LLC, until Rico LLC has received one million dollars ($1 million) in net profits from all sources relating to or flowing from the Restructured Assets. Thereafter, the net profits of such transaction shall be shared as follows: ninety-two percent (92%) shall be paid and distributed to RRLLC and eight percent (8%) shall be paid and distributed to Rico LLC.

D. Schedule "X" Profit Split.

Upon the transfer, conveyance, assignment, sale or exchange by Rico LLC of (a) any of the assets (including without limitation, mineral rights) listed on Schedule "X," annexed hereto, or (b) of any of the options held by Rico LLC to acquire any such assets, the proceeds and profits of such sale shall not be shared, but shall belong solely to Rico LLC.

E. Schedule "Y" Profit Split.

Upon the sale, transfer, conveyance, assignment or exchange in whole or in part of any of (a) the assets (including without limitation, mineral rights) owned by Rico LLC listed on Schedule "Y," annexed hereto, or (b) of any of the options held by Rico LLC to acquire any such assets, the net profits of such sale, transfer, conveyance, exchange or assignment shall be shared ninety-six and fifty-seven one hundredths percent (96.57%) to RRLLC and three and forty-three one hundredths percent (3.43%) to Rico LLC.

F. Schedule "Z" Profit Split.

Upon the sale transfer, conveyance, assignment or exchange in whole or in part of (a) any of the assets (including without limitation, mineral rights) owned by Rico LLC, listed on Schedule "Z," annexed hereto, or (b) of any of the options held by Rico LLC to acquire any such assets, the net profits of any such transaction shall be shared fifty percent (50%) to RRLLC and fifty percent (50%) to Rico LLC.

G. Forest Service Trade.

Notwithstanding paragraphs D, C, E or F to the contrary, (i) the parties agree that if any asset listed on Schedule X or on Schedule Z is transferred to the United States Forest Service or

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any other federal government agency in exchange for any other assets, then the assets received by Rico LLC in such exchange shall not be deemed to have been listed on Schedule X or Schedule Z as the case may be, but shall, instead, be deemed to have been listed on Schedule W; (ii) Rico LLC and Foster agree that they shall not convey, transfer, sell, exchange or assign any assets, which are the possible subject of a U.S. Forest Service trade to any person other than the U.S. Forest Service, without RRLLC's prior written consent for so long as such assets are subject to RRLLC's right of first refusal under Article XIII; and (iii) in the event that Rico LLC sells, transfers, exchanges, conveys or assigns any assets that are adjacent to U.S. Forest Service land, Rico LLC will expressly provide in any documents of sale, exchange, conveyance, transfer or assignment (a) for the exclusive assignable right of Rico LLC to claim adjacency for purposes of a later U.S. Forest Service trade by Rico LLC, and (b) for the obligation of the transferee to take all steps necessary to cooperate or otherwise effect the intent of this paragraph. Rico LLC will take all steps, and execute all documents, necessary to effectuate the intent of this paragraph.

H. Town of Rico Trade or Gift.

1. Foster, Rico LLC, and Rico Land and Cattle Company agree to undertake all steps necessary to effect an exchange with the Town of Rico, pursuant to which Rico LLC will transfer the assets described in subparagraph 2 below to the Town of Rico in exchange for certain intangible benefits and inchoate rights including, without limitation, additional population density, open space credits, public use credits and mitigation credits. The parties agree that, notwithstanding anything in this Agreement to the contrary, all such benefits and inchoate rights shall, to the extent possible, be considered Schedule Y assets, and to the extent not possible shall be considered to be allocated among, and concomitantly attributable to, those assets on those schedules to which those benefits or inchoate rights directly relate. The parties agree that Rico LLC is permitted to transfer the assets described in subparagraph 2 below to Rico Land and Cattle Company, a Colorado corporation of which Foster is, and will at all times be (except as otherwise permitted by paragraph I below), the sole stockholder.

2. The assets covered by this paragraph H are: (i) The A.E. Arms Tract North, (ii) The A.E. Arms Tract South, (iii) F.G. Day Tract, (iv) Winkfield Tract East, (v) Tremble Tract, (vi) R.G.S. Tract South (vii) R.G.S. Tract North, (viii) R.G.S. "WYE" or "Y" Tract, (ix) All lots in Block 28, (x) Block 12, Lots 23-26, (xi) the Far View Mill site, and (xii) Block 24, those portions of the Van Winkle Head Frame that are not developable as home sites.

3. Foster agrees that fifty percent (50%) of any actual dollar tax benefit (*i.e.*, either tax reduction, refund or credit)

realized by him upon any transfer or gift described in this paragraph, shall be paid to RRLLC.

I. Transfer of Foster's Interest in Rico LLC or Rico Land and Cattle Company.

In the event that Foster in any way transfers, assigns, conveys, disposes, sells or exchanges (other than by death or inheritance, provided that his heirs, successors and assigns comply with this Agreement) more than fifteen percent (15%) of any aspect of his membership or ownership interest in Rico LLC or Rico Land and Cattle Company, or otherwise is no longer in control or the sole manager or senior operating officer of either such entity, then all assets listed on Schedules W, X or Z shall instead be deemed to have been listed on Schedule Y at all times from the date of this Agreement.

J. Net Profits Includes "In-Kind" Benefits.

For purposes of this Article VII, the term "net profits" shall mean the proceeds of any transaction, net of any and all direct and indirect expenses (excluding all general and administrative expenses of Rico LLC and Rico Land and Cattle Company) related to such transaction, and shall include, in addition to cash and cash obligations, any "in-kind benefits" received as consideration for such sale, exchange, assignment, transfer or conveyance.

K. Disbursement of Option Payments.

All Option Payments shall be payable to Title Company for the respective benefit of Rico LLC and RRLLC in accordance with this Agreement, and shall be immediately released to Rico LLC in accordance with this Agreement. In no event shall RRLLC be permitted to close an Escrow if RRLLC is in default under any Option Payment referred to herein.

L. Notice of Exercise.

RRLLC may exercise the rights granted by this Article XI to purchase all or various portions of the Restructured Assets any time after November 11, 1994. Any exercise of any right granted by this Article IX shall be by written notice signed by the RRLLC and hand delivered or sent certified mail, postage prepaid, return receipt requested, to the Title Company and Rico LLC at the address set forth herein.

RRLLC may elect to exercise any right granted herein with respect to fee title to any portion of the Restructured Assets, or the surface estate of such Restructured Assets, or any combination of the surface estate and interests in minerals together constituting less than fee title; and Rico LLC shall grant the surface estate of any portion of the Restructured Assets and grant and reserve all or any portion of the mineral estate in the

Restructured Assets in the manner specified by RRLLC in its exercise of any right granted herein, provided RRLLC makes the Option Payment specified above.

M. Exercise of Option and Payment of Purchase Price.
In the event that any of the rights referred to in this Article IX is timely exercised as herein provided, Rico LLC and RRLLC shall perform the obligations set forth in this Agreement and as follows:

1. An escrow shall be immediately opened by Title Company (hereinafter "Escrow");

2. Escrow shall close no later than sixty (60) days after Rico LLC's receipt of RRLLC's notice of exercise (hereinafter "Closing Date"). If an earlier Closing Date is requested by RRLLC, each party agrees to use its efforts in good faith to close Escrow at or as soon as possible;

3. Rico LLC and RRLLC shall enter into Title Company's standard Escrow Instructions, standard residential contract to buy and sell real estate, standard commercial contract to buy and sell real estate, or standard vacant land/farm and ranch contract to buy and sell real estate (hereinafter "Contract") whatever the case may be, as may be modified by RRLLC in its sole discretion. Title Company is authorized as agent for Rico LLC and RRLLC to insert such provisions, terms and conditions, as the RRLLC shall direct consistent with the terms and provisions of this Agreement;

4. The cost, if any, of standard owner's title policy shall be paid by RRLLC or RRLLC's purchaser, assignee or transferee, as the case may be;

5. All other escrow fees, recording expenses and all other closing expenses, if any, payable by the seller or assignor shall be payable by RRLLC and Rico LLC in proportion to their relative profit split described in Articles VI and VII herein;

6. Transfer of title to the portion of the Restructured Assets with respect to which RRLLC has exercised any of its rights granted herein shall be evidenced by method of conveyance selected by RRLLC which shall be either method of Warranty Deed attached hereto as Exhibits "G" and "H," or any other transfer deed (hereinafter "Deed") reasonably requested by RRLLC consistent with the terms of this Agreement. In addition, Rico LLC shall transfer by appropriate documentation the applicable personal property of Rico LLC relating to the portion of the Restructured Assets subject to the Escrow;

7. The portion of the Restructured Assets with respect

to which RRLLC has exercised any of its rights granted herein shall be transferred subject only to current taxes and assessments prorated through Closing Date (which payment RRLLC is obligated to make), reservations and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as appear in the Updated Title Commitment, issued by the Title Company and dated March 29, 1994, as Order No. 94010047B (hereinafter "Title Commitment");

8. All parties agree to execute, acknowledge and deliver such other instruments and documents as may be reasonably necessary to consummate any Escrow in a timely manner.

COPY

AGREEMENT

AGREEMENT made this_____day of March, 1997 by and among Rico Renaissance Limited Liability Company ("RRen"), Rico Properties Limited Liability Company and its successors in interest ("RProp"), JJRC Limited Liability Company, Twin City Development LLC, Silvercreek Land Company LLC, BAK LLC, Rico Advisory Limited Liability Company, Stanley A. Foster and Rico Land and Cattle Company.

WHEREAS, the parties entered into a RESTRUCTURING AGREEMENT dated as of November 11, 1994, a copy of which is annexed hereto as Exhibit A, and

WHEREAS, the parties desire to set forth certain amendments to and clarifications of the RESTRUCTURING AGREEMENT,

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein , and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree, as follows:

1. Amendment to RESTRUCTURING AGREEMENT.

Article I. A. is amended to add the following:

"3. The parties hereto agree that the RRLLC Operating Agreement and the Rico Advisory LLC Operating Agreement may be amended and modified from time to time in a manner that may alter the pro rata membership ownership interests, and in other ways which do not have a material adverse effect on the undertakings and agreements contained herein."

Article VII. A. is amended by deleting the date "December 31, 1999" and substituting therefor the date "December 31, 2009."

Article VII. C. is amended by substituting "86.57%" for "87%," and "13.43%" for "13%,"and by substituting "91.57%" for "92%" and "8.43%" for "8%."

2. Clarification of RESTRUCTURING AGREEMENT.

The parties understand and agree that the intent and purpose of Article VII of the RESTRUCTURING AGREEMENT was and is to provide a profit and distribution share among the parties, as follows:

Any cash or in-kind distributions made at any time by RRen to its members shall not give rise to any rights of RProp to receive from RRen, or any obligation of RRen to make to RProp, any payments or distributions, until such time as the members of RRen shall have recieved distributions that in the aggreate equate with a 96.57 per cent pro rata share of all net profits realized from the Rico project. The parties understand and agree that RProp is entitled to receive a 13.43 per cent pro rata share of all net profits, cash and in-kind distributions ultimately realized and actually received from the Rico project over the life of the businesses of these entities, until such time as RProp has received cash or in-kind distributions equal to $1 million, and thereafter RProp is entitled to receive a 8.43 per cent pro rata share of all net profits and distributions ultimately realized and actually received from the Rico project over the life of the business. All amounts previously, and in the future, paid to and received by RProp is to be deemed an advance against this allocation of net profits, cash and in-kind distributions. However, in the event that circumstances ultimately arise such that there are insufficient net profits, in-kind or cash

EXHIBIT B

consequence thereof, end up with a percentage of net profits or distributions greater than the 13.43% or 8.43% contemplated under Article VII of the RESTRUCTURING AGREEMENT. For purposes hereof, the term "net profits" shall have the meaning set forth in Article VII. J. of the RESTRUCTURING AGREEMENT, and shall also include any expenses therein described that are incurred or borne by RHi and RLif.

3. Reaffirmation of RESTRUCTURING AGREEMENT.

Except as otherwise expressly set forth herein, the parties hereto hereby reaffirm, ratify and agree to abide by all terms and conditions contained in the RESTRUCTURING AGREEMENT.

In witness whereof the parties have executed this document as of the date first written above.

TWIN CITY DEVELOPMENT, L.L.C.

BY: CURTIS SWANKY, MGR.

JJRC LIMITED LIABILITY COMPANY

BY: M. JACK DUKSIN, MGR.

STANLEY A. FOSTER, INDIVIDUALLY

BAK, L.L.C.

By: Bill Baird, Member

SILVERCREEK LAND COMPANY, L.L.C.

By: Michael Hines, Member

RICO RENAISSANCE LIMITED LIABILITY COMPANY

BY: M. JACK DUKSIN, MANAGER
AND
BY: WILLIAM H. BAIRD, MANAGER

RICO PROPERTIES LIMITED LIABILITY COMPANY

BY: STANLEY A. FOSTER, MANAGER

RICO LAND AND CATTLE COMPANY

BY: STANLEY A. FOSTER, MANAGER

RICO ADVISORY LIMITED LIABILITY COMPANY

BY: WILLIAM H. BAIRD, MANAGER

distributions to be made to the members of RRen so as to bring their aliquot net profits and distributions in alignment with this agreement taking into account the fact that Rprop had previously received advances, then RProp shall NOT be required to refund or reimburse any such advances that Rprop shall have previously received. This is so even though RProp may, as a consequence thereof, end up with a percentage of net profits or distributions greater than the 13.43% or 8.43% contemplated under Article VII of the RESTRUCTURING AGREEMENT. For purposes hereof, the term "net profits" shall have the meaning set forth in Article VII. J. of the RESTRUCTURING AGREEMENT, and shall also include any expenses therein described that are incurred or borne by (RHi and RLif) (Rico High Altitude Investments LLC and Rico Mountain Life LLC) S.A.F.

3. Reaffirmation of RESTRUCTURING AGREEMENT.

Except as otherwise expressly set forth herein, the parties hereto hereby reaffirm, ratify and agree to abide by all terms and conditions contained in the RESTRUCTURING AGREEMENT.

In witness whereof the parties have executed this document as of the date first written above.

TWIN CITY DEVELOPMENT, L.L.C.

BY: CURTIS SWANKY, MGR.

STANLEY A. FOSTER, INDIVIDUALLY

BAK, L.L.C.

By: Bill Baird, Member

JJRC LIMITED LIABILITY COMPANY

BY: M. JACK DUKSIN, MGR.

SILVERCREEK LAND COMPANY, L.L.C.

By: Michael Hines, Member

RICO RENAISSANCE LIMITED LIABILITY COMPANY

BY: M. JACK DUKSIN, MANAGER
AND
BY: WILLIAM H. BAIRD, MANAGER

RICO PROPERTIES LIMITED LIABILITY COMPANY

BY: STANLEY A. FOSTER, MANAGER

RICO LAND AND CATTLE COMPANY

BY: STANLEY A. FOSTER, MANAGER

RICO ADVISORY LIMITED LIABILITY COMPANY

BY: WILLIAM H. BAIRD, MANAGER
M. Jack, Mgr

3. Reaffirmation of RESTRUCTURING AGREEMENT

Except as otherwise expressly set forth herein, the parties hereto hereby reaffirm, ratify and agree to abide by all terms and conditions contained in the RESTRUCTURING AGREEMENT.

In witness whereof the parties have executed this document as of the date first written above.

STANLEY A. FOSTER, INDIVIDUALLY

RICO PROPERTIES
LIMITED LIABILITY COMPANY

BY: STANLEY A. FOSTER, MANAGER

RICO HIGH ALTITUDE
INVESTMENTS LLC

BY: STANLEY A. FOSTER, MANAGER

RICO MOUNTAIN LIFE LLC

BY: STANLEY A. FOSTER, MANAGER

RICO ADVISORY LIMITED LIABILITY
COMPANY

BY: WILLIAM H. BAIRD, MANAGER

Manager

Schedule "W" (87/13 then 92/8)

1. Tract A (The Land which is currently being adversely possessed by a Mr. Fahrion)
2. Block 25
3. Max Boehmer Tract
4. Graveyard Tract
5. Every patented claim or portions thereof east of the Dolores River to which Rico LLC has, or has an option to acquire, title, except those patented claims, or portions thereof, east of the Dolores River listed on Schedules X, Y or Z.
6. Lot 1 of the Atlantic Cable
7. Block 1, Lots 17-20.
8. All assets received from the U.S. Forest Service in exchange for any assets listed on Schedule X or Schedule Z.
9. All land east of "West River Road" on the following patented claims:

Claim Name	Patent No.
Hillside	23559
Hillside No. 2	23559
Yankee Boy	21107
Home	25545
Sam Patch	25545

10. Buckeye and the Mac

Schedule "X" (100% to Rico LLCC)

1. Smuggler Mining Claim, Patent No. 18913, east of West River Road
2. Shamrock Mining Claim, Patent No. 20389, east of West River Road
3. Columbia Millsite Claim, Patent No. 10202
4. Block 1, Lots 36-40
5. Western half of Block 20, below Silver Creek
6. That portion of Block 9 to which Rico LLC has option rights under RDC Option Agreements
7. Those portions of the Little Maggie mining Claim, Patent No. 27326, Santa Cruz Mining Claim, Patent No. 25864, Hard Scrabble Mining Claim and Burchard Mining Claim, both with Patent No. 27326, with "significant environmental liability," as that term is defined on Schedule Z.

Schedule "Y" (96.57% / 3.43%)

1. Little Ada South - east of Highway 145
2. Block 11, lots 2-4, 11-29, part of lot 32, lots 33-34
3. Block 15, lots 33 & 34
4. Block 9, lots 19-23
5. Block 30, lots 3-6
6. Tracts B, C & D, as described in U.S. Patent, recorded Dec. 15, 1891, in book 17, page 394, except that part of Tract C conveyed in Book 57, at p. 374
7. Elliot Millsite Claim, Patent No. 9764
8. Tract 2 (Atlantic Cable) (see Option I-RDC Option Agreement)
9. Block 2, lots 9-12
10. Block 4, lots 39-40
11. Block 10, lots 1-40 ("R-2 subdivision")
12. Block 13, lots 12-16
13. Block 14, lots 21-28, 36-40
14. Block 38, lots 21-40
15. Block 39, lots 1-40
16. Shamrock Mining Claim, Patent No. 20389, west of West River Road
17. Smuggler Mining Claim, Patent No. 18913, west of West River Road
18. Hillside and Hillside No. 2 Mining Claims, Patent No. 23559
19. Hard Scrabble Mining Claim, Patent No. 27326, west of the dirt road
20. Santa Cruz Mining Claim, Patent No. 25864, west of the dirt road
21. Burchard Mining Claim, Patent No. 27326, except that portion listed on Schedule X
22. Little Maggie Mining Claim, Patent No. 27326, except that portion listed on Schedule X
23. All tracts and patented claims (or portions thereof) west of Highway 145, unless specifically listed on Schedules W, X or Z
24. Sam Patch Mining Claim, Patent No. 25545, west of West River Road
25. Yankee Boy Mining Claim, Patent No. 21107, west of West River Road
26. Home Mining Claim, Patent No. 25545, west of West River Road
27. N.A. Cowdry Mining Claim, Patent No. xx , mineral survey 6317

Schedule "Z" (50% / 50%)

1. Roy's Tract
2. Eastern half of Block 20 (a/k/a Atlantic Cable, Patent No. 8072)
3. Every Patented Claim, or portions thereof, except those listed on Schedules X and Y, east of the Dolores River, with "significant environmental liability." For purposes hereof, the term "significant environmental liability" shall mean environmental liability, the liquidated amount of which (as determined by a recognized environmental consulting firm chosen by RRLLC) exceeds the fair market value (as determined by an MAI-certified appraiser chosen by RRLLC) of such patented claim, determined as if there were no environmental liability. If Rico LLC and RRLLC cannot agree whether a particular patented claim has significant environmental liability, as defined herein, then that question, and that question alone, shall be determined by an independent arbiter in accordance with the rules of the American Arbitration Association.
4. Those portions of the Block 24 (Van Winkle Head Frame) that are developable into home sites

EXHIBIT WD-RIC-1

p.3

THE FOLLOWING DESCRIBED PATENTED FEE LANDS LOCATED IN DOLORES COUNTY, STATE OF COLORADO, WHICH ARE MORE PARTICULARLY DESCRIBED BY REFERENCE TO TOWNSHIP, RANGE AND SECTION (ALL WITH REFERENCE TO THE N.M.P.M.), AS FOLLOWS:

TOWNSHIP 41 NORTH, RANGE 10 WEST
SECTION 14: SW/4 NE/4
NW/4 SE/4
SECTION 35: SE/4 NW/4
E/2 SW/4

TOWNSHIP 40 NORTH, RANGE 10 WEST
SECTION 2: NE/4 NW/4
E/2 SE/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to The Rico Argentine Mining Company, dated December 29, 1941, and recorded in the Real Property Records of Dolores County, Colorado on December 31, 1941 in Book 63 at page 79.

THE FOLLOWING DESCRIBED PATENTED FEE LANDS LOCATED IN DOLORES COUNTY, COLORADO, WHICH ARE MORE PARTICULARLY DESCRIBED BY REFERENCE TO TOWNSHIP, RANGE AND SECTION (ALL WITH REFERENCE TO THE N.M.P.M.) AS FOLLOWS:

TOWNSHIP 40 NORTH, RANGE 10 WEST
SECTION 20: SW/4 SE/4
SECTION 29: N/2 NE/4
NE/4 NW/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to Rico Argentine Mining Company, dated and recorded in the Real Property Records of Dolores County on October 27, 1944, in Book 63 at page 103.

tmt - 94010047abc M/K/A Lizard Head Wilderness Tract

EXHIBIT WD-RIC-1

A tract of land referred to as "Group Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10 degrees West 676 feet to the Southeast corner which is also Corner No. 17 of Rico Townsite; thence West 1021.8 feet to the Southwest corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1 degrees 52 minutes West 1052.6 feet to Northeast Corner of J.N. Acker or Winkfield claim; thence North 4 degrees 3 minutes West 100 feet to the Northwest corner, a post, thence North 87 degrees 54 minutes East 153.8 feet to a post in the center of River Street; thence South 2 degrees 6 minutes East 350 feet along the center line of River Street to a post; thence South 87 degrees 54 minutes West 30 feet to a post on the west line of River Street; thence South 2 degrees 6 minutes East 600 feet along the West line of River STreet to a post; thence North 87 degrees 54 minutes East 476 feet to the Southeast Corner of Block 38; thence North 2 degrees 6 minutes West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 87 degrees 54 minutes East 116 feet to the Southeast Corner of Block 10; thence North 2 degrees 6 minutes West 54 feet to a post; thence South 68 degrees 42 minutes East 486.1 feet to the place of beginning.

AND

Little Ada North Tract as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

County of San Miguel,
State of Colorado.

WD - RIC - 3

beginning.

AND

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10° West 270 feet; thence North 80° West 400 feet; thence North 10° East 270 feet; thence South 80° East 400 feet to place of beginning.

Exhibit
WD-R10-4

Pasadena Reduction Company Tract, as described in documents recorded in Book 66 at page 109, Book 57 at page 333, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

Instrument Book Page
200700155011 OR 366 122
200700155011
09-26-2007 At 09:53 am.
MEMO OPTION 106.00
DOC FEES .00
OR Book 366 Page 122 - 142
LARITA RANDOLPH
CLERK & RECORDER

MEMORANDUM OF OPTION

MEMORANDUM OF OPTION made this 25th day of September, 2007, by Rico Renaissance Limited Liability Company, a Colorado limited liability company, whose address is c/o William Baird, Manager, P.O. Box 1259, Telluride, Colorado 81435.

Grantors:	Rico Properties Limited Liability Company Rico Land and Cattle Co.; Rico Mountain Life, LLC; and Rico High Altitude Investments, LLC 100 N. 2nd Street P.O. Box 924 Dolores, CO 81323
Grantee:	Rico Renaissance Limited Liability Company c/o William Baird, Manager P.O. Box 1259 Telluride, Colorado 81435
Date of Original Option Agreement:	November 11, 1994
Title of Option Agreement:	Restructuring Agreement
Real Property Subject to Option:	See attached Exhibits: Schedule W, Schedule X, Schedule Y, Schedule Z, WD-RIC-1, WD-RIC-2, WD-RIC-3,WD-RIC-4

MEMORANDUM OF OPTION

On November 11, 1994, the above referenced Grantors executed and delivered a written agreement entitled "Restructuring Agreement" to the Grantee. In Article VII of said Restructuring Agreement, an irrevocable and exclusive option:

> *to acquire from Rico LLC [Rico Properties Limited Liability Company], or to cause Rico LLC to transfer, sell convey, exchange or assign, in whole or in part, all or any part or parts of the assets, or options to acquire assets, to any person or persons which RRLLC [Rico Renaissance Limited Liability Company] in its sole and absolute discretion deems appropriate*

was granted to Rico Renaissance Limited Liability Company ("Rico Renaissance, LLC"). The terms and conditions of the option granted to Rico Renaissance, LLC, are more particularly set forth in attached hereto as Exhibit A and incorporated herein by reference as though fully set forth.

The real property that is subject to the terms and conditions of the above referenced option are more particularly described and set forth in attached Schedule W; Schedule X; Schedule Y; Schedule Z; WD-RIC-1; WD-RIC-2; WD-RIC-3; and WD-RIC-4, which are incorporated herein by reference as though fully set forth.

The above described option in favor of Rico Renaissance, LLC, was extended to December 31, 2009, by subsequent written amendment which was executed and delivered on March, 1997, and a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

Dated this 25th day of September, 2007.

Rico Renaissance Limited Liability Company

By: _____
Ramon M. Escure, Esq., its attorney and agent

STATE OF COLORADO /
/ss.
COUNTY OF SAN MIGUEL /

The foregoing Memorandum of Option was acknowledged before me this 25th *day of* September, *2007, by Ramon M. Escure.*

Witness my hand and official seal.
My Commission expires: 9/9/08

_____
Notary Public

DONNA L. KYLE
NOTARY PUBLIC
STATE OF COLORADO

ARTICLE VII

GRANT OF OPTION BY RICO LLC TO RRLLC

In further consideration of the agreements of the parties herein, and as an integral part of the restructuring transaction, the parties agree to enter into an option agreement, the terms of which are set forth below, which Foster agrees to cause Rico LLC to enter into in his then capacities as 99% member, and sole manager, of Rico LLC.

A. In General.

Notwithstanding anything in this Agreement to the contrary, at all times until December 31, 1999, Rico LLC hereby grants to RRLLC, and RRLLC shall have, the irrevocable, exclusive right to acquire from Rico LLC, or to cause Rico LLC to transfer, sell, convey, exchange or assign, in whole or in part, all or any part or parts of the assets, or options to acquire assets, to any person or persons which RRLLC in its sole and absolute discretion deems appropriate, which assets or options constitute all the assets or options described in the exhibits to the RDC Option Agreements, as modified by the next two sentences (hereinafter the "Restructured Assets"). For purposes of this Agreement, the RDC Option Agreements are deemed modified by deleting the following assets from the exhibits to the RDC Option Agreements: Block 6,

EXHIBIT A

Lots 39 & 40 Block 14, Lots 31-35; Block 12, Lots 31-36 Block 28, Lots 1 & 2; Block 29, Lots 1-5; Block A, Peidmont Addition, Town of Rico; Mountain Springs Mining Claim, Patent No. 18766; Denver Mining Claim, Patent No. 23428; Big Strike, Patent No. 23428; and Catskill, Patent No. 21923, it being understood and agreed that these assets either have been previously sold or are considered to have potential environmental liability in excess of that to which Foster and Rico LLC are willing to risk being exposed. For purposes of this Agreement, the RDC Option Agreements are deemed modified by adding the following assets to Exhibits "B" of this Agreement: F.G. Day Tract, Patent No. xx ; Winkfield Tract East, Patent No. xx ; Block 1, Lots 39 & 40; and Tremble Tract, Patent No. xx . Foster agrees to cause Rico LLC, and Rico LLC agrees, promptly and diligently to take all steps necessary to effect the intent of this paragraph.

B. Option Payments.

1. In general.

The consideration to be paid by RRLLC to Rico LLC for such acquisition, assignment, transfer, sale, conveyance or exchange (hereinafter the "Option Payments") shall be calculated as follows: If Foster or Rico LLC fail to comply with any of their agreements, promises or obligations hereunder, or if at the time such transaction occurs, the Restructured Asset(s) which is the subject of such transaction does not appear on any of Schedules W, X, Y or Z (described in paragraphs C, D, E, and F, below), then, notwithstanding anything in this Agreement to the contrary, the consideration to be paid by RRLLC to Rico LLC shall be (i) one hundred dollars ($100.00) in each instance, plus (ii) when applicable, the reimbursement of any release consideration or other amounts paid by Rico LLC to RDC pursuant to the RDC Option Agreements (or a Deed of Trust which may be executed by Rico LLC replacing the contractual obligation set forth in the RDC Option Agreements to pay release consideration), plus (iii) 3.43% of the net profits or "in-kind" benefits, if any, realized upon the sale, transfer, exchange or assignment of any Restructured Assets to an unrelated third party in an arms-length transaction (the remaining 96.57% of the net profits belonging to RRLLC). If, at the time, such transaction occurs, the asset or option that is the subject of such transaction does appear on either of Schedules W, X, Y and Z, and Foster and Rico LLC are in full compliance with each and every one of their agreements, promises and obligations in this Agreement, then the Option Payments to be paid by RRLLC to Rico LLC shall be (i) one hundred dollars ($100.00) in each instance, plus (ii) when applicable, the reimbursement of any amounts paid by Rico LLC to RDC pursuant to the RDC Option Agreements (or a Deed of Trust which may be executed by Rico LLC replacing the contractual obligation set forth in the RDC Option Agreements to pay release consideration), plus (iii) when applicable, the amounts, if any,

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payable to Rico LLC as specified in paragraphs C, D, E or F below, whichever is applicable.

C. Schedule "W" Profit Split.

Upon the transfer, conveyance, assignment, sale or exchange by Rico LLC of all or any part of any of its assets (including without limitation, mineral rights), or options held by Rico LLC to acquire any assets, listed on Schedule "W," annexed hereto, the net profits of each such transaction shall be shared as follows: eighty-seven percent (87%) shall be paid and distributed to RRLLC and thirteen percent (13%) shall be paid and distributed to Rico LLC, until Rico LLC has received one million dollars ($1 million) in net profits from all sources relating to or flowing from the Restructured Assets. Thereafter, the net profits of such transaction shall be shared as follows: ninety-two percent (92%) shall be paid and distributed to RRLLC and eight percent (8%) shall be paid and distributed to Rico LLC.

D. Schedule "X" Profit Split.

Upon the transfer, conveyance, assignment, sale or exchange by Rico LLC of (a) any of the assets (including without limitation, mineral rights) listed on Schedule "X," annexed hereto, or (b) of any of the options held by Rico LLC to acquire any such assets, the proceeds and profits of such sale shall not be shared, but shall belong solely to Rico LLC.

E. Schedule "Y" Profit Split.

Upon the sale, transfer, conveyance, assignment or exchange in whole or in part of any of (a) the assets (including without limitation, mineral rights) owned by Rico LLC listed on Schedule "Y," annexed hereto, or (b) of any of the options held by Rico LLC to acquire any such assets, the net profits of such sale, transfer, conveyance, exchange or assignment shall be shared ninety-six and fifty-seven one hundredths percent (96.57%) to RRLLC and three and forty-three one hundredths percent (3.43%) to Rico LLC.

F. Schedule "Z" Profit Split.

Upon the sale transfer, conveyance, assignment or exchange in whole or in part of (a) any of the assets (including without limitation, mineral rights) owned by Rico LLC, listed on Schedule "Z," annexed hereto, or (b) of any of the options held by Rico LLC to acquire any such assets, the net profits of any such transaction shall be shared fifty percent (50%) to RRLLC and fifty percent (50%) to Rico LLC.

G. Forest Service Trade.

Notwithstanding paragraphs D, C, E or F to the contrary, (i) the parties agree that if any asset listed on Schedule X or on Schedule Z is transferred to the United States Forest Service or

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any other federal government agency in exchange for any other assets, then the assets received by Rico LLC in such exchange shall not be deemed to have been listed on Schedule X or Schedule Z as the case may be, but shall, instead, be deemed to have been listed on Schedule W; (ii) Rico LLC and Foster agree that they shall not convey, transfer, sell, exchange or assign any assets, which are the possible subject of a U.S. Forest Service trade to any person other than the U.S. Forest Service, without RRLLC's prior written consent for so long as such assets are subject to RRLLC's right of first refusal under Article XIII; and (iii) in the event that Rico LLC sells, transfers, exchanges, conveys or assigns any assets that are adjacent to U.S. Forest Service land, Rico LLC will expressly provide in any documents of sale, exchange, conveyance, transfer or assignment (a) for the exclusive assignable right of Rico LLC to claim adjacency for purposes of a later U.S. Forest Service trade by Rico LLC, and (b) for the obligation of the transferee to take all steps necessary to cooperate or otherwise effect the intent of this paragraph. Rico LLC will take all steps, and execute all documents, necessary to effectuate the intent of this paragraph.

H. Town of Rico Trade or Gift.

1. Foster, Rico LLC, and Rico Land and Cattle Company agree to undertake all steps necessary to effect an exchange with the Town of Rico, pursuant to which Rico LLC will transfer the assets described in subparagraph 2 below to the Town of Rico in exchange for certain intangible benefits and inchoate rights including, without limitation, additional population density, open space credits, public use credits and mitigation credits. The parties agree that, notwithstanding anything in this Agreement to the contrary, all such benefits and inchoate rights shall, to the extent possible, be considered Schedule Y assets, and to the extent not possible shall be considered to be allocated among, and concomitantly attributable to, those assets on those schedules to which those benefits or inchoate rights directly relate. The parties agree that Rico LLC is permitted to transfer the assets described in subparagraph 2 below to Rico Land and Cattle Company, a Colorado corporation of which Foster is, and will at all times be (except as otherwise permitted by paragraph I below), the sole stockholder.

2. The assets covered by this paragraph H are: (i) The A.E. Arms Tract North, (ii) The A.E. Arms Tract South, (iii) F.G. Day Tract, (iv) Winkfield Tract East, (v) Tremble Tract, (vi) R.G.S. Tract South (vii) R.G.S. Tract North, (viii) R.G.S. "WYE" or "Y" Tract, (ix) All lots in Block 28, (x) Block 12, Lots 23-26, (xi) the Far View Mill site, and (xii) Block 24, those portions of the Van Winkle Head Frame that are not developable as home sites.

3. Foster agrees that fifty percent (50%) of any actual dollar tax benefit (*i.e.*, either tax reduction, refund or credit)

realized by him upon any transfer or gift described in this paragraph, shall be paid to RRLLC.

I. Transfer of Foster's Interest in Rico LLC or Rico Land and Cattle Company.

In the event that Foster in any way transfers, assigns, conveys, disposes, sells or exchanges (other than by death or inheritance, provided that his heirs, successors and assigns comply with this Agreement) more than fifteen percent (15%) of any aspect of his membership or ownership interest in Rico LLC or Rico Land and Cattle Company, or otherwise is no longer in control or the sole manager or senior operating officer of either such entity, then all assets listed on Schedules W, X or Z shall instead be deemed to have been listed on Schedule Y at all times from the date of this Agreement.

J. Net Profits Includes "In-Kind" Benefits.

For purposes of this Article VII, the term "net profits" shall mean the proceeds of any transaction, net of any and all direct and indirect expenses (excluding all general and administrative expenses of Rico LLC and Rico Land and Cattle Company) related to such transaction, and shall include, in addition to cash and cash obligations, any "in-kind benefits" received as consideration for such sale, exchange, assignment, transfer or conveyance.

K. Disbursement of Option Payments.

All Option Payments shall be payable to Title Company for the respective benefit of Rico LLC and RRLLC in accordance with this Agreement, and shall be immediately released to Rico LLC in accordance with this Agreement. In no event shall RRLLC be permitted to close an Escrow if RRLLC is in default under any Option Payment referred to herein.

L. Notice of Exercise.

RRLLC may exercise the rights granted by this Article XI to purchase all or various portions of the Restructured Assets any time after November 11, 1994. Any exercise of any right granted by this Article IX shall be by written notice signed by the RRLLC and hand delivered or sent certified mail, postage prepaid, return receipt requested, to the Title Company and Rico LLC at the address set forth herein.

RRLLC may elect to exercise any right granted herein with respect to fee title to any portion of the Restructured Assets, or the surface estate of such Restructured Assets, or any combination of the surface estate and interests in minerals together constituting less than fee title; and Rico LLC shall grant the surface estate of any portion of the Restructured Assets and grant and reserve all or any portion of the mineral estate in the

Restructured Assets in the manner specified by RRLLC in its exercise of any right granted herein, provided RRLLC makes the Option Payment specified above.

M. Exercise of Option and Payment of Purchase Price.
In the event that any of the rights referred to in this Article IX is timely exercised as herein provided, Rico LLC and RRLLC shall perform the obligations set forth in this Agreement and as follows:

1. An escrow shall be immediately opened by Title Company (hereinafter "Escrow");

2. Escrow shall close no later than sixty (60) days after Rico LLC's receipt of RRLLC's notice of exercise (hereinafter "Closing Date"). If an earlier Closing Date is requested by RRLLC, each party agrees to use its efforts in good faith to close Escrow at or as soon as possible;

3. Rico LLC and RRLLC shall enter into Title Company's standard Escrow Instructions, standard residential contract to buy and sell real estate, standard commercial contract to buy and sell real estate, or standard vacant land/farm and ranch contract to buy and sell real estate (hereinafter "Contract") whatever the case may be, as may be modified by RRLLC in its sole discretion. Title Company is authorized as agent for Rico LLC and RRLLC to insert such provisions, terms and conditions, as the RRLLC shall direct consistent with the terms and provisions of this Agreement;

4. The cost, if any, of standard owner's title policy shall be paid by RRLLC or RRLLC's purchaser, assignee or transferee, as the case may be;

5. All other escrow fees, recording expenses and all other closing expenses, if any, payable by the seller or assignor shall be payable by RRLLC and Rico LLC in proportion to their relative profit split described in Articles VI and VII herein;

6. Transfer of title to the portion of the Restructured Assets with respect to which RRLLC has exercised any of its rights granted herein shall be evidenced by method of conveyance selected by RRLLC which shall be either method of Warranty Deed attached hereto as Exhibits "G" and "H," or any other transfer deed (hereinafter "Deed") reasonably requested by RRLLC consistent with the terms of this Agreement. In addition, Rico LLC shall transfer by appropriate documentation the applicable personal property of Rico LLC relating to the portion of the Restructured Assets subject to the Escrow;

7. The portion of the Restructured Assets with respect

to which RRLLC has exercised any of its rights granted herein shall be transferred subject only to current taxes and assessments prorated through Closing Date (which payment RRLLC is obligated to make), reservations and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as appear in the Updated Title Commitment, issued by the Title Company and dated March 29, 1994, as Order No. 94010047B (hereinafter "Title Commitment");

8. All parties agree to execute, acknowledge and deliver such other instruments and documents as may be reasonably necessary to consummate any Escrow in a timely manner.

COPY

AGREEMENT

AGREEMENT made this_____day of March, 1997 by and among Rico Renaissance Limited Liability Company ("RRen"), Rico Properties Limited Liability Company and its successors in interest ("RProp"), JJRC Limited Liability Company, Twin City Development LLC, Silvercreek Land Company LLC, BAK LLC, Rico Advisory Limited Liability Company, Stanley A. Foster and Rico Land and Cattle Company.

WHEREAS, the parties entered into a RESTRUCTURING AGREEMENT dated as of November 11, 1994, a copy of which is annexed hereto as Exhibit A, and

WHEREAS, the parties desire to set forth certain amendments to and clarifications of the RESTRUCTURING AGREEMENT,

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein , and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree, as follows:

1. Amendment to RESTRUCTURING AGREEMENT.

Article I. A. is amended to add the following:

"3. The parties hereto agree that the RRLLC Operating Agreement and the Rico Advisory LLC Operating Agreement may be amended and modified from time to time in a manner that may alter the pro rata membership ownership interests, and in other ways which do not have a material adverse effect on the undertakings and agreements contained herein."

Article VII. A. is amended by deleting the date "December 31, 1999" and substituting therefor the date "December 31, 2009."

Article VII. C. is amended by substituting "86.57%" for "87%," and "13.43%" for "13%,"and by substituting "91.57%" for "92%" and "8.43%" for "8%."

2. Clarification of RESTRUCTURING AGREEMENT.

The parties understand and agree that the intent and purpose of Article VII of the RESTRUCTURING AGREEMENT was and is to provide a profit and distribution share among the parties, as follows:

Any cash or in-kind distributions made at any time by RRen to its members shall not give rise to any rights of RProp to receive from RRen, or any obligation of RRen to make to RProp, any payments or distributions, until such time as the members of RRen shall have recieved distributions that in the aggreate equate with a 96.57 per cent pro rata share of all net profits realized from the Rico project. The parties understand and agree that RProp is entitled to receive a 13.43 per cent pro rata share of all net profits, cash and in-kind distributions ultimately realized and actually received from the Rico project over the life of the businesses of these entities, until such time as RProp has received cash or in-kind distributions equal to $1 million, and thereafter RProp is entitled to receive a 8.43 per cent pro rata share of all net profits and distributions ultimately realized and actually received from the Rico project over the life of the business. All amounts previously, and in the future, paid to and received by RProp is to be deemed an advance against this allocation of net profits, cash and in-kind distributions. However, in the event that circumstances ultimately arise such that there are insufficient net profits, in-kind or cash

EXHIBIT B

consequence thereof, end up with a percentage of net profits or distributions greater than the 13.43% or 8.43% contemplated under Article VII of the RESTRUCTURING AGREEMENT. For purposes hereof, the term "net profits" shall have the meaning set forth in Article VII. J. of the RESTRUCTURING AGREEMENT, and shall also include any expenses therein described that are incurred or borne by RHi and RLif.

3. Reaffirmation of RESTRUCTURING AGREEMENT.

Except as otherwise expressly set forth herein, the parties hereto hereby reaffirm, ratify and agree to abide by all terms and conditions contained in the RESTRUCTURING AGREEMENT.

In witness whereof the parties have executed this document as of the date first written above.

TWIN CITY DEVELOPMENT, L.L.C.

BY: CURTIS SWANKY, MGR.

JJRC LIMITED LIABILITY COMPANY

BY: M. JACK DUKSIN, MGR.

STANLEY A. FOSTER, INDIVIDUALLY

BAK, L.L.C.

By: Bill Baird, Member

SILVERCREEK LAND COMPANY, L.L.C.

By: Michael Hines, Member

RICO RENAISSANCE LIMITED LIABILITY COMPANY

BY: M. JACK DUKSIN, MANAGER
AND
BY: WILLIAM H. BAIRD, MANAGER

RICO PROPERTIES LIMITED LIABILITY COMPANY

BY: STANLEY A. FOSTER, MANAGER

RICO LAND AND CATTLE COMPANY

BY: STANLEY A. FOSTER, MANAGER

RICO ADVISORY LIMITED LIABILITY COMPANY

BY: WILLIAM H. BAIRD, MANAGER

distributions to be made to the members of RRen so as to bring their aliquot net profits and distributions in alignment with this agreement taking into account the fact that Rprop had previously received advances, then RProp shall NOT be required to refund or reimburse any such advances that Rprop shall have previously received. This is so even though RProp may, as a consequence thereof, end up with a percentage of net profits or distributions greater than the 13.43% or 8.43% contemplated under Article VII of the RESTRUCTURING AGREEMENT. For purposes hereof, the term "net profits" shall have the meaning set forth in Article VII. J. of the RESTRUCTURING AGREEMENT, and shall also include any expenses therein described that are incurred or borne by (RHi and RLif) (Rico High Altitude Investments LLC and Rico Mountain Life LLC) S.A.F.

3. Reaffirmation of RESTRUCTURING AGREEMENT.

Except as otherwise expressly set forth herein, the parties hereto hereby reaffirm, ratify and agree to abide by all terms and conditions contained in the RESTRUCTURING AGREEMENT.

In witness whereof the parties have executed this document as of the date first written above.

TWIN CITY DEVELOPMENT, L.L.C.

BY: CURTIS SWANKY, MGR.

STANLEY A. FOSTER, INDIVIDUALLY

BAK, L.L.C.

By: Bill Baird, Member

JJRC LIMITED LIABILITY COMPANY

BY: M. JACK DUKSIN, MGR.

SILVERCREEK LAND COMPANY, L.L.C.

By: Michael Hines, Member

RICO RENAISSANCE LIMITED LIABILITY COMPANY

BY: M. JACK DUKSIN, MANAGER
AND
BY: WILLIAM H. BAIRD, MANAGER

RICO PROPERTIES LIMITED LIABILITY COMPANY

BY: STANLEY A. FOSTER, MANAGER

RICO LAND AND CATTLE COMPANY

BY: STANLEY A. FOSTER, MANAGER

RICO ADVISORY LIMITED LIABILITY COMPANY

BY: WILLIAM H. BAIRD, MANAGER
M. Jack, Mgr

3. Reaffirmation of RESTRUCTURING AGREEMENT

Except as otherwise expressly set forth herein, the parties hereto hereby reaffirm, ratify and agree to abide by all terms and conditions contained in the RESTRUCTURING AGREEMENT.

In witness whereof the parties have executed this document as of the date first written above.

STANLEY A. FOSTER, INDIVIDUALLY

RICO PROPERTIES
LIMITED LIABILITY COMPANY

BY: STANLEY A. FOSTER, MANAGER

RICO HIGH ALTITUDE
INVESTMENTS LLC

BY: STANLEY A. FOSTER, MANAGER

RICO MOUNTAIN LIFE LLC

BY: STANLEY A. FOSTER, MANAGER

RICO ADVISORY LIMITED LIABILITY
COMPANY

BY: WILLIAM H. BAIRD, MANAGER

Manager

Schedule "W" (87/13 then 92/8)

1. Tract A (The Land which is currently being adversely possessed by a Mr. Fahrion)
2. Block 25
3. Max Boehmer Tract
4. Graveyard Tract
5. Every patented claim or portions thereof east of the Dolores River to which Rico LLC has, or has an option to acquire, title, except those patented claims, or portions thereof, east of the Dolores River listed on Schedules X, Y or Z.
6. Lot 1 of the Atlantic Cable
7. Block 1, Lots 17-20.
8. All assets received from the U.S. Forest Service in exchange for any assets listed on Schedule X or Schedule Z.
9. All land east of "West River Road" on the following patented claims:

Claim Name	Patent No.
Hillside	23559
Hillside No. 2	23559
Yankee Boy	21107
Home	25545
Sam Patch	25545

10. Buckeye and the Mac

Schedule "X" (100% to Rico LLCC)

1. Smuggler Mining Claim, Patent No. 18913, east of West River Road
2. Shamrock Mining Claim, Patent No. 20389, east of West River Road
3. Columbia Millsite Claim, Patent No. 10202
4. Block 1, Lots 36-40
5. Western half of Block 20, below Silver Creek
6. That portion of Block 9 to which Rico LLC has option rights under RDC Option Agreements
7. Those portions of the Little Maggie mining Claim, Patent No. 27326, Santa Cruz Mining Claim, Patent No. 25864, Hard Scrabble Mining Claim and Burchard Mining Claim, both with Patent No. 27326, with "significant environmental liability," as that term is defined on Schedule Z.

Schedule "Y" (96.57% / 3.43%)

1. Little Ada South - east of Highway 145
2. Block 11, lots 2-4, 11-29, part of lot 32, lots 33-34
3. Block 15, lots 33 & 34
4. Block 9, lots 19-23
5. Block 30, lots 3-6
6. Tracts B, C & D, as described in U.S. Patent, recorded Dec. 15, 1891, in book 17, page 394, except that part of Tract C conveyed in Book 57, at p. 374
7. Elliot Millsite Claim, Patent No. 9764
8. Tract 2 (Atlantic Cable) (see Option I-RDC Option Agreement)
9. Block 2, lots 9-12
10. Block 4, lots 39-40
11. Block 10, lots 1-40 ("R-2 subdivision")
12. Block 13, lots 12-16
13. Block 14, lots 21-28, 36-40
14. Block 38, lots 21-40
15. Block 39, lots 1-40
16. Shamrock Mining Claim, Patent No. 20389, west of West River Road
17. Smuggler Mining Claim, Patent No. 18913, west of West River Road
18. Hillside and Hillside No. 2 Mining Claims, Patent No. 23559
19. Hard Scrabble Mining Claim, Patent No. 27326, west of the dirt road
20. Santa Cruz Mining Claim, Patent No. 25864, west of the dirt road
21. Burchard Mining Claim, Patent No. 27326, except that portion listed on Schedule X
22. Little Maggie Mining Claim, Patent No. 27326, except that portion listed on Schedule X
23. All tracts and patented claims (or portions thereof) west of Highway 145, unless specifically listed on Schedules W, X or Z
24. Sam Patch Mining Claim, Patent No. 25545, west of West River Road
25. Yankee Boy Mining Claim, Patent No. 21107, west of West River Road
26. Home Mining Claim, Patent No. 25545, west of West River Road
27. N.A. Cowdry Mining Claim, Patent No. xx , mineral survey 6317

Schedule "Z" (50% / 50%)

1. Roy's Tract
2. Eastern half of Block 20 (a/k/a Atlantic Cable, Patent No. 8072)
3. Every Patented Claim, or portions thereof, except those listed on Schedules X and Y, east of the Dolores River, with "significant environmental liability." For purposes hereof, the term "significant environmental liability" shall mean environmental liability, the liquidated amount of which (as determined by a recognized environmental consulting firm chosen by RRLLC) exceeds the fair market value (as determined by an MAI-certified appraiser chosen by RRLLC) of such patented claim, determined as if there were no environmental liability. If Rico LLC and RRLLC cannot agree whether a particular patented claim has significant environmental liability, as defined herein, then that question, and that question alone, shall be determined by an independent arbiter in accordance with the rules of the American Arbitration Association.
4. Those portions of the Block 24 (Van Winkle Head Frame) that are developable into home sites

EXHIBIT WD-RIC-1

p.3

THE FOLLOWING DESCRIBED PATENTED FEE LANDS LOCATED IN DOLORES COUNTY, STATE OF COLORADO, WHICH ARE MORE PARTICULARLY DESCRIBED BY REFERENCE TO TOWNSHIP, RANGE AND SECTION (ALL WITH REFERENCE TO THE N.M.P.M.), AS FOLLOWS:

TOWNSHIP 41 NORTH, RANGE 10 WEST
SECTION 14: SW/4 NE/4
NW/4 SE/4
SECTION 35: SE/4 NW/4
E/2 SW/4

TOWNSHIP 40 NORTH, RANGE 10 WEST
SECTION 2: NE/4 NW/4
E/2 SE/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to The Rico Argentine Mining Company, dated December 29, 1941, and recorded in the Real Property Records of Dolores County, Colorado on December 31, 1941 in Book 63 at page 79.

THE FOLLOWING DESCRIBED PATENTED FEE LANDS LOCATED IN DOLORES COUNTY, COLORADO, WHICH ARE MORE PARTICULARLY DESCRIBED BY REFERENCE TO TOWNSHIP, RANGE AND SECTION (ALL WITH REFERENCE TO THE N.M.P.M.) AS FOLLOWS:

TOWNSHIP 40 NORTH, RANGE 10 WEST
SECTION 20: SW/4 SE/4
SECTION 29: N/2 NE/4
NE/4 NW/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to Rico Argentine Mining Company, dated and recorded in the Real Property Records of Dolores County on October 27, 1944, in Book 63 at page 103.

tmt - 94010047abc M/K/A Lizard Head Wilderness Tract

EXHIBIT WD-RIC-1

A tract of land referred to as "Group Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10 degrees West 676 feet to the Southeast corner which is also Corner No. 17 of Rico Townsite; thence West 1021.8 feet to the Southwest corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1 degrees 52 minutes West 1052.6 feet to Northeast Corner of J.N. Acker or Winkfield claim; thence North 4 degrees 3 minutes West 100 feet to the Northwest corner, a post, thence North 87 degrees 54 minutes East 153.8 feet to a post in the center of River Street; thence South 2 degrees 6 minutes East 350 feet along the center line of River Street to a post; thence South 87 degrees 54 minutes West 30 feet to a post on the west line of River Street; thence South 2 degrees 6 minutes East 600 feet along the West line of River STreet to a post; thence North 87 degrees 54 minutes East 476 feet to the Southeast Corner of Block 38; thence North 2 degrees 6 minutes West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 87 degrees 54 minutes East 116 feet to the Southeast Corner of Block 10; thence North 2 degrees 6 minutes West 54 feet to a post; thence South 68 degrees 42 minutes East 486.1 feet to the place of beginning.

AND

Little Ada North Tract as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

County of San Miguel,
State of Colorado.

WD - RIC - 3

beginning.

AND

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10° West 270 feet; thence North 80° West 400 feet; thence North 10° East 270 feet; thence South 80° East 400 feet to place of beginning.

Exhibit
WD-R10-4

Pasadena Reduction Company Tract, as described in documents recorded in Book 66 at page 109, Book 57 at page 333, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

200700155955
12-18-2007 At 01:40 pm.
DEED OF TR 51.00
DOC FEES .00
OR Book 369 Page 253 - 262
LARITA RANDOLPH
CLERK & RECORDER

The printed portions of this form approved by
The Colorado Real Estate Commission (TD 72 11 83)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

(Due on Transfer - Strict)

THIS DEED OF TRUST is made effective this 3rd day of December, 2007, by and between Rico High Altitude Investments LLC, a Colorado limited liability company, whose address is 100 North Second Street, P.O. Box 924, Dolores, Colorado 81323 ("Grantor"), and the Public Trustee of the County in which the Property (See Paragraph 1) is situated ("Trustee"); for the benefit of Silver Creek Land Company, L.L.C., a Georgia limited liability company, whose address is 400 Colony Square N.E., Suite 525, Atlanta, Georgia 30361 ("Beneficiary"). Grantor and Beneficiary covenant and agree as follows:

1. **Property in Trust.** Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property situated in the County of Dolores, State of Colorado:

The legal description to the real property that is subject to this Deed of Trust is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein together with any and all improvements to be constructed on the property and all fixtures, equipment and proceeds associated therewith and all information, data, reports, maps and documents with respect thereto and with respect to all mining and exploration activities within the Pioneer Mining District (collectively, the "Property").

2. **Note; Other Obligation Secured.** This Deed of Trust is given to secure to Beneficiary:

(a) the full and faithful performance of Grantor's obligation for the repayment of the indebtedness evidenced by that certain Promissory Note ("Note") dated as of December 3, 2007 in the principal amount of Nine Hundred Thousand Dollars ($900,000), with any interest accruing thereon according to the terms of the Note, payable to Beneficiary and made by Grantor and the following parties, to wit: Rico Land and Cattle Co., Rico Mountain Life LLC, Rico Renaissance Limited Liability Company, and Rico Properties Limited Liability Company; and

(b) the performance of the covenants and agreements of Grantor herein contained.

3. **Title.** Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, encumbrances of record, easements of record, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Grantor shall promptly pay when due the principal on the indebtedness evidenced by the Note and shall perform all of Grantor's other covenants contained in the Note and Deed of Trust.

5. **Application of Payments.** All payments received by Beneficiary under the terms hereof shall be applied by Beneficiary in payment of amounts disbursed by Beneficiary pursuant to Paragraph 9 (Protection of Beneficiary's Security and balance in accordance with the terms and conditions of the Note.

6. **Prior Mortgages and Deeds of Deed of Trust; Charges; Liens.** Grantor shall perform all Grantor's obligations under any prior or senior deed of trust and any other prior liens. The Grantor's failure to perform all of Grantor's obligations under the terms of any prior or senior deed of trust or lien shall constitute an event of default under the terms of this Deed of Trust. In the event of default, Beneficiary shall have all of the remedies allowed by law, this Deed of Trust or note or Contract secured thereby. Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payment or ground rents, if any, in the manner set out in Paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Grantor making payment when due, directly to payee thereof. Despite the foregoing, Grantor shall not be required make payments otherwise required by this Paragraph if Grantor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceeding are filed.

7. **Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Grantor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 4 (Payment of Principal and Interest) and 23 (Escrow Funds to Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Beneficiary, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Grantor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Grantor shall perform all of Grantor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Beneficiary's Security.** Except when Grantor has exercised Grantor's rights under Paragraph 6 above, if the Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such actions as necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Grantor hereby assigns to Beneficiary any right Grantor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Beneficiary pursuant to this Paragraph 9, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest specified in Paragraph 2B (Note; Other Obligations Secured). Nothing contained in this Paragraph 9 shall require Beneficiary to incur any expense or take any action hereunder.

10. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause for therefore related to Beneficiary's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary herein as provided. However, all of the rights of Grantor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Beneficiary and Grantor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Grantor's equity in the Property immediately prior to the date of taking. Grantor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking .

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date such notice is given, Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Grantor Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to

release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

13. **Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any right or remedy.

14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Successor and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Grantor shall be joint and several. The captions and headings of the Paragraphs in this Deed of Trust are for convenience only and are not to be used in interpret or define the provisions hereof.

16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by first-class U.S. mail, addressed to Grantor at Grantor's address stated, herein or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by first-class U.S. Mail, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in any manner designated herein.

17. **Governing Law; Severability.** The Note and Deed of Trust shall be governed by the law of Colorado. In the event that any provision of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect any other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared severable.

18. **Acceleration; Foreclosure; Other Remedies.** Except as provided in Paragraph 24 (Transfer of the Property; Assumption), upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, the Note or Contract, or upon default in a prior lien upon the Property, (unless Grantor has exercised Grantor's right under Paragraph 6 above), at Beneficiary's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Grantor of Grantor's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Grantor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. If shall not be obligatory upon the purchaser at any such sale to see to the

application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable cost and expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorney's fees and cost of title evidence; (b) to the costs and expenses of Beneficiary to enforce and/or foreclose this Deed of Trust, including but not limited to, reasonable attorneys fees; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto.

19. Grantor's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sum due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession. As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the Property, however, Grantor shall, prior to Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Beneficiary or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption; if any and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived.

Upon Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Beneficiary, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents, collected by Beneficiary or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Grantor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the Note as aforesaid, then Beneficiary, upon notice in accordance with Paragraph 16 (Notice) from Grantor to Beneficiary, shall obtain, at Beneficiary's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. Waiver of Exemptions. Grantor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Escrow Funds for Taxes and Insurance. This Paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Grantor shall pay to Beneficiary on each day installments of principal and interest payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to __0__ of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus __0__ of yearly premium installments for Property Insurance, all as reasonable, estimated initially and from time to time by Beneficiary on the basis of assessments and bills reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Beneficiary in trust for the benefit of the Grantor and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Beneficiary shall apply the Funds to pay said taxes, assessments and insurance premiums. Beneficiary may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall simultaneously refund to Grantor any Funds by Beneficiary. If under Paragraph 18 (Acceleration: Foreclosure, Other Remedies) the Property is sold or the Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Property or its acquisition by Beneficiary, whichever occurs first, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of joint tenant. At the election of Beneficiary, in the event of each and every transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

(b) If a Transfer occurs and should Beneficiary not exercise Beneficiary's option pursuant to this Paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Grantor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Beneficiary may, without notice to the Grantor, deal with Transferee in the same manner as with the Grantor with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Grantor's liability hereunder for the obligations hereby secured.

(c) Should Beneficiary not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be deemed a waiver of Beneficiary's right to make such election nor shall Beneficiary be estopped therefrom by virtue thereof. The issuance on behalf of the Beneficiary of routine statement showing the status of the loan, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Beneficiary's said rights.

(d) Notwithstanding any provision herein , the Beneficiary shall consent to any sale of all or any portion of the Property and shall release the lien of this Deed of Trust on that portion of the Property being sold. Upon written request from Debtor, Beneficiary shall execute immediately a Request for Partial Reconveyance or Release of lien of this Deed of Trust, as such lien applies to that portion of the Property being sold. Beneficiary shall be paid the net proceeds of sale at time of release which sum shall be applied first to the payment of interest and the balance to the

payment of principal.

25. **Grantor's Copy.** Grantor acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY GRANTOR.

RICO HIGH ALTITUDE INVESTMENTS LLC,
a Colorado limited liability company

By: Stanley A. Foster, Manager

STATE OF COLORADO)
) SS.
COUNTY OF Montezuma)

The foregoing deed of trust was acknowledged before me this 15th day of December, 2007, by Stanley A. Foster, Manager of Rico High Altitude Investments LLC, as his free and voluntary act.

My commission expires: 9/9/08
Witness my hand and official seal.

Notary Public

DONNA L. KYLE
NOTARY PUBLIC
STATE OF COLORADO

EXHIBIT A

SCHEDULE OF PROPERTIES
TO
DEED OF TRUST IN FAVOR OF
SILVER CREEK LAND COMPANY, L.L.C.

Property Names	Mineral Survey #	Lots or Claims
ACREAGE (Town of Rico)		
Graveyard Tract (100%)		1
Roys Tract (River Lodge Site Only) (100%)		1
Max Boehmer (100%)		1
MINING CLAIMS (Town of Rico)		
Atlantic Cable (100%)	1136	1
Chestnut (100%)	435	1
Elliott (100%)	1536A	1
Franklin (75%)	564	1
Golden Fleece (100%)	2261	1
Group MS (100%)	11583B	1
Hillside/ Hillside 2 (100%)	7994	1
Home (100%)	8031	1
Lucy (100%)	1456	1
WL Stephans (100%)	7017	1
MINING CLAIMS (Outlying)		
ABG Lode (100%)	6726	1
Aetna (100%)	1956	1
Alta (75%)	6191	1
Aspen (100%)	6512	1
Avalanche (100%)	1682	1
Big Blue (100%)	7363	1
Black Chief (100%)	1649	1
Black George (100%)	2485	1
Black Night (100%)	8135	1
Buckeye & Mac Mine (16.67%)	7891	1
Buehler (100%)	20738	1
Burchard (100%)	8070	2
Catalpa (50%)	918	1
CHC (93.75%)	1040	1
Clan Campbell (100%)	1897	1
Cobbler (100%)	5247	1
Confidence (100%)	6895	1
Cornucopia (100%)	11667	1
Crebec (100%)	6130	1
Cross (100%)	910	1
CSHS (100%)	6286	1
D&BB (100%)	8539	1
Dudess (100%)	3049	1

Durango (100%)	1441	1
Ella D (100%)	5659	1
Enterprise (100%)	5916	1
Ethelena (89.45%)	6136	1
Evening Star (100%)	7565	1
Excelsior MS (100%)	1451B	1
Excelsior #2 (100%)	8141	1
Falcon (100%)	2151	1
Florence (100%)	1152A	1
Florence MS (100%)	1452B	1
General Logan (100%)	2476	1
Goliath/ Little Casper/Xray (100%)	19665	1
Grand View (100%)	383	1
Hal Pointer/ Highland Chief/ Little George /Little Lulu/Shehocton (100%)	8017	6
H.B. (66.667%)	7013	1
Helen C. (100%)	7977	1
Homestake & Little Cora (Parcel A) (100%)	410	1
IMP (100%)	6796	1
Ingersoll (100%)	413	1
Iron Cap (100%)	1428	1
Last Chance (100%)	8622	1
Last Chance (100%)	20388	1
Little Bernard (100%)	6406	1
Slide Top/Little Jack Horner /Timberline /Tom Thumb (100%)	20740	4
Little Johnnie/ Bald Eagle (100%)	10122	2
Lone Tree (100%)	12303	1
Matchless (100%)	6739	1
Melvina (100%)	620	1
Merrimac (100%)	926	1
Monarch (100%)	20387	1
New Discovery (100%)	1461A	1
New Discovery MS (100%)	1461B	1
Pewter Dollar (100%)	8098	1
Phoenix (100%)	362	1
Pittsburg (100%)	941	1
Pluto (50%)	6985	1
Premier (100%)	5132	1
Princeton (98.44%)	2258	1
Redeemer (100%)	12304	1
Robber State (100%)	1464	1
Roger Tichborne (100%)	7784	1
Royal Turk (100%)	8020	1
Selenide (100%)	7459	1
Silver Age (100%)	5831	1
Silver Glance 4 (100%)	7976	1
Silver Glance MS (100%)	6201	1
Skeptical 1 (100%)	1900	1
SMG (100%)	7986	1
Snow Flake (100%)	5909	1
Stanley 3 (83.33%)	6095	1

Star (100%)	6199	1
Stephanite (100%)	7980	1
Stoney Point (100%)	1489	1
Sun Up (100%)	5910	1
Swansea (100%)	434	1
Thompson (100%)	6394	1
Trails End (100%)	20568	1
Uncle Ned (100%)	915	1
Undine (100%)	1090	1
Wabash (100%)	617	1
Weimer (100%)	6513	1
Zulu (100%)	1457	1

Instrument Book Page
200700155956 OR 369 263
200700155956
12-18-2007 At 01:40 pm.
DEED OF TR 51.00
DOC FEES .00
OR Book 369 Page 263 - 272
LARITA RANDOLPH
CLERK & RECORDER

The printed portions of this form approved by
The Colorado Real Estate Commission (TD 72-11-83)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

(Due on Transfer - Strict)

THIS DEED OF TRUST is made effective this 3rd day of December, 2007, by and between Rico High Altitude Investments LLC, a Colorado limited liability company, whose address is 100 North Second Street, P.O. Box 924, Dolores, Colorado 81323 ("Grantor"), and the Public Trustee of the County in which the Property (See Paragraph 1) is situated ("Trustee"); for the benefit of Twin City Development, L.L.C., an Arizona limited liability company, whose address is 14400 North 76th Place, Scottsdale, Arizona 85260 ("Beneficiary"). Grantor and Beneficiary covenant and agree as follows:

1. **Property in Trust.** Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property situated in the County of Dolores, State of Colorado:

The legal description to the real property that is subject to this Deed of Trust is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein together with any and all improvements to be constructed on the property and all fixtures, equipment and proceeds associated therewith and all information, data, reports, maps and documents with respect thereto and with respect to all mining and exploration activities within the Pioneer Mining District (collectively, the "Property").

2. **Note; Other Obligation Secured.** This Deed of Trust is given to secure to Beneficiary:

(a) the full and faithful performance of Grantor's obligation for the repayment of the indebtedness evidenced by that certain Promissory Note ("Note") dated as of December 3, 2007 in the principal amount of Nine Hundred Thousand Dollars ($900,000), with any interest accruing thereon according to the terms of the Note, payable to Beneficiary and made by Grantor and the following parties, to wit: Rico Land and Cattle Co., Rico Mountain Life LLC, Rico Renaissance Limited Liability Company, and Rico Properties Limited Liability Company; and

(b) the performance of the covenants and agreements of Grantor herein contained.

3. **Title.** Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, encumbrances of record, easements of record, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Grantor shall promptly pay when due the principal on the indebtedness evidenced by the Note and shall perform all of Grantor's other covenants contained in the Note and Deed of Trust.

5. **Application of Payments.** All payments received by Beneficiary under the terms hereof shall be applied by Beneficiary in payment of amounts disbursed by Beneficiary pursuant to Paragraph 9 (Protection of Beneficiary's Security and balance in accordance with the terms and conditions of the Note.

6. **Prior Mortgages and Deeds of Deed of Trust; Charges; Liens.** Grantor shall perform all Grantor's obligations under any prior or senior deed of trust and any other prior liens. The Grantor's failure to perform all of Grantor's obligations under the terms of any prior or senior deed of trust or lien shall constitute an event of default under the terms of this Deed of Trust. In the event of default, Beneficiary shall have all of the remedies allowed by law, this Deed of Trust or note or Contract secured thereby. Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payment or ground rents, if any, in the manner set out in Paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Grantor making payment when due, directly to payee thereof. Despite the foregoing, Grantor shall not be required make payments otherwise required by this Paragraph if Grantor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceeding are filed.

7. **Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Grantor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 4 (Payment of Principal and Interest) and 23 (Escrow Funds to Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Beneficiary, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Grantor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. Preservation and Maintenance of Property. Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Grantor shall perform all of Grantor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. Protection of Beneficiary's Security. Except when Grantor has exercised Grantor's rights under Paragraph 6 above, if the Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such actions as necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Grantor hereby assigns to Beneficiary any right Grantor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Beneficiary pursuant to this Paragraph 9, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest specified in Paragraph 2B (Note; Other Obligations Secured). Nothing contained in this Paragraph 9 shall require Beneficiary to incur any expense or take any action hereunder.

10. Inspection. Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause for therefore related to Beneficiary's interest in the Property.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary herein as provided. However, all of the rights of Grantor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Beneficiary and Grantor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Grantor's equity in the Property immediately prior to the date of taking. Grantor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date such notice is given, Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. Grantor Not Released. Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to

release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

13. **Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any right or remedy.

14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Successor and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Grantor shall be joint and several. The captions and headings of the Paragraphs in this Deed of Trust are for convenience only and are not to be used in interpret or define the provisions hereof.

16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by first-class U.S. mail, addressed to Grantor at Grantor's address stated, herein or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by first-class U.S. Mail, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in any manner designated herein.

17. **Governing Law; Severability.** The Note and Deed of Trust shall be governed by the law of Colorado. In the event that any provision of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect any other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared severable.

18. **Acceleration; Foreclosure; Other Remedies.** Except as provided in Paragraph 24 (Transfer of the Property; Assumption), upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, the Note or Contract, or upon default in a prior lien upon the Property, (unless Grantor has exercised Grantor's right under Paragraph 6 above), at Beneficiary's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Grantor of Grantor's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Grantor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. If shall not be obligatory upon the purchaser at any such sale to see to the

application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable cost and expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorney's fees and cost of title evidence; (b) to the costs and expenses of Beneficiary to enforce and/or foreclose this Deed of Trust, including but not limited to, reasonable attorneys fees; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto.

19. **Grantor's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sum due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. **Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.** As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the Property; however, Grantor shall, prior to Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Beneficiary or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption; if any and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived.

Upon Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Beneficiary, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents, collected by Beneficiary or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

21. **Release.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note . Grantor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the Note as aforesaid, then Beneficiary, upon notice in accordance with Paragraph 16 (Notice) from Grantor to Beneficiary, shall obtain, at Beneficiary's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. **Waiver of Exemptions.** Grantor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. **Escrow Funds for Taxes and Insurance.** This Paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Grantor shall pay to Beneficiary on each day installments of principal and interest payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to __0__ of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus __0__ of yearly premium installments for Property Insurance, all as reasonable, estimated initially and from time to time by Beneficiary on the basis of assessments and bills reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Beneficiary in trust for the benefit of the Grantor and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Beneficiary shall apply the Funds to pay said taxes, assessments and insurance premiums. Beneficiary may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall simultaneously refund to Grantor any Funds by Beneficiary. If under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Property or its acquisition by Beneficiary, whichever occurs first, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of joint tenant. At the election of Beneficiary, in the event of each and every transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

(b) If a Transfer occurs and should Beneficiary not exercise Beneficiary's option pursuant to this Paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Grantor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Beneficiary may, without notice to the Grantor, deal with Transferee in the same manner as with the Grantor with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Grantor's liability hereunder for the obligations hereby secured.

(c) Should Beneficiary not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be deemed a waiver of Beneficiary's right to make such election nor shall Beneficiary be estopped therefrom by virtue thereof. The issuance on behalf of the Beneficiary of routine statement showing the status of the loan, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Beneficiary's said rights.

(d) Notwithstanding any provision herein , the Beneficiary shall consent to any sale of all or any portion of the Property and shall release the lien of this Deed of Trust on that portion of the Property being sold. Upon written request from Debtor, Beneficiary shall execute immediately a Request for Partial Reconveyance or Release of lien of this Deed of Trust, as such lien applies to that portion of the Property being sold. Beneficiary shall be paid the net proceeds of sale at time of release which sum shall be applied first to the payment of interest and the balance to the

payment of principal.

25. **Grantor's Copy.** Grantor acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY GRANTOR.

RICO HIGH ALTITUDE INVESTMENTS LLC,
a Colorado limited liability company

By: _____
Stanley A. Foster, Manager

STATE OF COLORADO)
) SS.
COUNTY OF Montezuma)

The foregoing deed of trust was acknowledged before me this 15th day of December, 2007, by Stanley A. Foster, Manager of Rico High Altitude Investments LLC, as his free and voluntary act.

My commission expires: 9/9/08
Witness my hand and official seal.

_____
Notary Public

DONNA L. KYLE
NOTARY PUBLIC
STATE OF COLORADO

EXHIBIT A

SCHEDULE OF PROPERTIES
TO
DEED OF TRUST IN FAVOR OF
TWIN CITY DEVELOPMENT, LLC

Property Names	Mineral Survey #	Lots or Claims
ACREAGE (Town of Rico)		
Graveyard Tract (100%)		1
Roys Tract (River Lodge Site Only) (100%)		1
Max Boehmer (100%)		1
MINING CLAIMS (Town of Rico)		
Atlantic Cable (100%)	1136	1
Chestnut (100%)	435	1
Elliott (100%)	1536A	1
Franklin (75%)	564	1
Golden Fleece (100%)	2261	1
Group MS (100%)	11583B	1
Hillside/ Hillside 2 (100%)	7994	1
Home (100%)	8031	1
Lucy (100%)	1456	1
W.L. Stephans (100%)	7017	1
MINING CLAIMS (Outlying)		
ABG Lode (100%)	6726	1
Aetna (100%)	1956	1
Alta (75%)	6191	1
Aspen (100%)	6512	1
Avalanche (100%)	1682	1
Big Blue (100%)	7365	1
Black Chief (100%)	1649	1
Black George (100%)	2485	1
Black Night (100%)	8135	1
Buckeye & Mac Mine (16.67%)	7894	1
Buehler (100%)	20738	1
Burchard (100%)	8070	2
Catalpa (50%)	918	1
CHC (93.75%)	1040	1
Clan Campbell (100%)	1897	1
Cobbler (100%)	5247	1
Confidence (100%)	6895	1
Cornucopia (100%)	11667	1
Crebec (100%)	6130	1
Cross (100%)	940	1
CSHH (100%)	6286	1
D&BB (100%)	8539	1
Dudess (100%)	7049	1

Durango (100%)	1441	1
Ella D (100%)	5659	1
Enterprise (100%)	5916	1
Ethelena (89.45%)	6136	1
Evening Star (100%)	7565	1
Excelsior MS (100%)	1451B	1
Excelsior #2 (100%)	8141	1
Falcon (100%)	2151	1
Florence (100%)	1452A	1
Florence MS (100%)	1452B	1
General Logan (100%)	2476	1
Goliath/ Little Casper/Xrav (100%)	19665	1
Grand View (100%)	383	1
Hal Pointer/ Highland Chief/ Little George /Little Lulu/Shehocton (100%)	8017	6
H.B. (66.667%)	7013	1
Helen C. (100%)	7977	1
Homestake & Little Cora (Parcel A) (100%)	410	1
IMP (100%)	6796	1
Ingersoll (100%)	413	1
Iron Cap (100%)	1428	1
Last Chance (100%)	8622	1
Last Chance (100%)	20388	1
Little Bernard (100%)	6406	1
Slide Top/Little Jack Horner /Timberline /Tom Thumb (100%)	20740	4
Little Johnnie/ Bald Eagle (100%)	10122	2
Lone Tree (100%)	12303	1
Matchless (100%)	6739	1
Melvina (100%)	620	1
Mermmac (100%)	926	1
Monarch (100%)	20387	1
New Discovery (100%)	1461A	1
New Discovery MS (100%)	1461B	1
Pewter Dollar	8098	1
Phoenix (100%)	362	1
Pittsburg (100%)	941	1
Pluto (50%)	6985	1
Premier (100%)	5132	1
Princeton (98.44%)	2258	1
Redeemer (100%)	12304	1
Robber State (100%)	1464	1
Roger Tichborne (100%)	7784	1
Royal Turk (100%)	8020	1
Selenide (100%)	7459	1
Silver Age (100%)	5831	1
Silver Glance 4 (100%)	7976	1
Silver Glance MS (100%)	6201	1
Skeptical 1 (100%)	1900	1
SMG (100%)	7986	1
Snow Flake (100%)	5909	1
Stanley 3 (83.33%)	6095	1

Star (100%)	6199	1
Stephanie (100%)	7980	1
Stoney Point (100%)	1489	1
Sun Up (100%)	5910	1
Swansea (100%)	434	1
Thompson (100%)	6394	1
Trails End (100%)	20568	1
Uncle Ned (100%)	915	1
Undine (100%)	1090	1
Wabash (100%)	617	1
Weimer (100%)	6513	1
Zulu (100%)	1457	1

Instrument Book Page
200700155957 OR 369 273

200700155957
12-18-2007 At 01:40 pm.
DEED OF TR 41.00
DOC FEES .00
OR Book 369 Page 273 - 280
LARITA RANDOLPH
CLERK & RECORDER

The printed portions of this form approved by
The Colorado Real Estate Commission (TD 72-11-83)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

(Due on Transfer - Strict)

THIS DEED OF TRUST is made effective this 3rd day of December, 2007, by and between Rico Properties Limited Liability Company, a Colorado limited liability company, whose address is 100 North Second Street, P.O. Box 924, Dolores, Colorado 81323 ("Grantor"), and the Public Trustee of the County in which the Property (See Paragraph 1) is situated ("Trustee"); for the benefit of Twin City Development, L.L.C., an Arizona limited liability company, whose address is 14400 North 76th Place, Scottsdale, Arizona 85260 ("Beneficiary"). Grantor and Beneficiary covenant and agree as follows:

1. **Property in Trust.** Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property situated in the County of Dolores, State of Colorado:

The legal description to the real property that is subject to this Deed of Trust is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein together with any and all improvements to be constructed on the property and all fixtures, equipment and proceeds associated therewith and all information, data, reports, maps and documents with respect thereto and with respect to all mining and exploration activities within the Pioneer Mining District (collectively, the "Property").

2. **Note; Other Obligation Secured.** This Deed of Trust is given to secure to Beneficiary:

(a) the full and faithful performance of Grantor's obligation for the repayment of the indebtedness evidenced by that certain Promissory Note ("Note") dated as of December 3, 2007 in the principal amount of Nine Hundred Thousand Dollars ($900,000), with any interest accruing thereon according to the terms of the Note, payable to Beneficiary and made by Grantor and the following parties, to wit: Rico Land and Cattle Co., Rico Mountain Life LLC, Rico Renaissance Limited Liability Company, and Rico High Altitude Investments LLC; and

(b) the performance of the covenants and agreements of Grantor herein contained.

3. **Title.** Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, encumbrances of record, easements of record, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Grantor shall promptly pay when due the principal on the indebtedness evidenced by the Note and shall perform all of Grantor's other covenants contained in the Note and Deed of Trust.

5. **Application of Payments.** All payments received by Beneficiary under the terms hereof shall be applied by Beneficiary in payment of amounts disbursed by Beneficiary pursuant to Paragraph 9 (Protection of Beneficiary's Security and balance in accordance with the terms and conditions of the Note.

6. **Prior Mortgages and Deeds of Deed of Trust; Charges; Liens.** Grantor shall perform all Grantor's obligations under any prior or senior deed of trust and any other prior liens. The Grantor's failure to perform all of Grantor's obligations under the terms of any prior or senior deed of trust or lien shall constitute an event of default under the terms of this Deed of Trust. In the event of default, Beneficiary shall have all of the remedies allowed by law, this Deed of Trust or note or Contract secured thereby. Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payment or ground rents, if any, in the manner set out in Paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Grantor making payment when due, directly to payee thereof. Despite the foregoing, Grantor shall not be required make payments otherwise required by this Paragraph if Grantor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceeding are filed.

7. **Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Grantor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 4 (Payment of Principal and Interest) and 23 (Escrow Funds to Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Beneficiary, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Grantor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Grantor shall perform all of Grantor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Beneficiary's Security.** Except when Grantor has exercised Grantor's rights under Paragraph 6 above, if the Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such actions as necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Grantor hereby assigns to Beneficiary any right Grantor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Beneficiary pursuant to this Paragraph 9, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest specified in Paragraph 2B (Note; Other Obligations Secured). Nothing contained in this Paragraph 9 shall require Beneficiary to incur any expense or take any action hereunder.

10. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause for therefore related to Beneficiary's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary herein as provided. However, all of the rights of Grantor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Beneficiary and Grantor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Grantor's equity in the Property immediately prior to the date of taking. Grantor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking .

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date such notice is given. Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Grantor Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to

release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

13. **Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any right or remedy.

14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Successor and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Grantor shall be joint and several. The captions and headings of the Paragraphs in this Deed of Trust are for convenience only and are not to be used in interpret or define the provisions hereof.

16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by first-class U.S. mail, addressed to Grantor at Grantor's address stated herein or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by first-class U.S. Mail, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in any manner designated herein.

17. **Governing Law; Severability.** The Note and Deed of Trust shall be governed by the law of Colorado. In the event that any provision of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect any other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared severable.

18. **Acceleration; Foreclosure; Other Remedies.** Except as provided in Paragraph 24 (Transfer of the Property; Assumption), upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, the Note or Contract, or upon default in a prior lien upon the Property, (unless Grantor has exercised Grantor's right under Paragraph 6 above), at Beneficiary's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Grantor of Grantor's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Grantor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. If shall not be obligatory upon the purchaser at any such sale to see to the

application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable cost and expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorney's fees and cost of title evidence; (b) to the costs and expenses of Beneficiary to enforce and/or foreclose this Deed of Trust, including but not limited to, reasonable attorneys fees; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto.

19. **Grantor's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sum due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. **Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.** As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the Property; however, Grantor shall, prior to Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Beneficiary or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption; if any and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived.

Upon Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Beneficiary, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents, collected by Beneficiary or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

21. **Release.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note . Grantor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the Note as aforesaid, then Beneficiary, upon notice in accordance with Paragraph 16 (Notice) from Grantor to Beneficiary, shall obtain, at Beneficiary's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. **Waiver of Exemptions.** Grantor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. **Escrow Funds for Taxes and Insurance.** This Paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Grantor shall pay to Beneficiary on each day installments of principal and interest payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to __0__ of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus __0__ of yearly premium installments for Property Insurance, all as reasonable, estimated initially and from time to time by Beneficiary on the basis of assessments and bills reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Beneficiary in trust for the benefit of the Grantor and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Beneficiary shall apply the Funds to pay said taxes, assessments and insurance premiums. Beneficiary may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall simultaneously refund to Grantor any Funds by Beneficiary. If under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Property or its acquisition by Beneficiary, whichever occurs first, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer"; (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of joint tenant. At the election of Beneficiary, in the event of each and every transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

(b) If a Transfer occurs and should Beneficiary not exercise Beneficiary's option pursuant to this Paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Grantor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Beneficiary may, without notice to the Grantor, deal with Transferee in the same manner as with the Grantor with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Grantor's liability hereunder for the obligations hereby secured.

(c) Should Beneficiary not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be deemed a waiver of Beneficiary's right to make such election nor shall Beneficiary be estopped therefrom by virtue thereof. The issuance on behalf of the Beneficiary of routine statement showing the status of the loan, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Beneficiary's said rights.

(d) Notwithstanding any provision herein , the Beneficiary shall consent to any sale of all or any portion of the Property and shall release the lien of this Deed of Trust on that portion of the Property being sold. Upon written request from Debtor, Beneficiary shall execute immediately a Request for Partial Reconveyance or Release of lien of this Deed of Trust, as such lien applies to that portion of the Property being sold. Beneficiary shall be paid the net proceeds of sale at time of release which sum shall be applied first to the payment of interest and the balance to the

payment of principal.

25. **Grantor's Copy.** Grantor acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY GRANTOR.

RICO PROPERTIES LIMITED LIABILITY COMPANY,
a Colorado limited liability

By: _____
Stanley A. Foster, Manager

STATE OF COLORADO)
) SS.
COUNTY OF Montezuma)

The foregoing deed of trust was acknowledged before me this 15th day of December, 2007, by Stanley A. Foster, Manager of Rico Properties Limited Liability Company, as his free and voluntary act.

My commission expires: 9/9/08
Witness my hand and official seal.

_____
Notary Public

DONNA L. KYLE
NOTARY PUBLIC
STATE OF COLORADO

EXHIBIT A

SCHEDULE OF PROPERTIES
TO
DEED OF TRUST IN FAVOR OF
TWIN CITY DEVELOPMENT, L.L.C.

Property Names	Mineral Survey #	Lots or Claims
PLATTED LOTS (Town of Rico)		
Lot 25-26, Block 24 (100%)		2
MINING CLAIMS		
Catskill (100%)	7062	1
Homestake & Little Cora (Parcel B) (100%)	410	1
Santa Cruz (100%)	6132	1

Instrument Book Page
200700155958 OR 369 281

200700155958
12-18-2007 At 01:40 pm.
DEED OF TR 41.00
DOC FEES .00
OR Book 369 Page 281 - 288
LARITA RANDOLPH
CLERK & RECORDER

The printed portions of this form approved by
The Colorado Real Estate Commission (TD 72-11-83)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING

DEED OF TRUST

(Due on Transfer - Strict)

THIS DEED OF TRUST is made effective this 3rd day of December, 2007, by and between Rico Properties Limited Liability Company, a Colorado limited liability company, whose address is 100 North Second Street, P.O. Box 9224, Dolores, Colorado 81323 ("Grantor"), and the Public Trustee of the County in which the Property (See Paragraph 1) is situated ("Trustee"); for the benefit of Silver Creek Land Company, L.L.C., a Georgia limited liability company, whose address is 400 Colony Square N.E., Suite 525, Atlanta, Georgia 30361 ("Beneficiary"). Grantor and Beneficiary covenant and agree as follows:

1. **Property in Trust.** Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property situated in the County of Dolores, State of Colorado:

The legal description to the real property that is subject to this Deed of Trust is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein together with any and all improvements to be constructed on the property and all fixtures, equipment and proceeds associated therewith and all information, data, reports, maps and documents with respect thereto and with respect to all mining and exploration activities within the Pioneer Mining District (collectively, the "Property").

2. **Note; Other Obligation Secured.** This Deed of Trust is given to secure to Beneficiary:

(a) the full and faithful performance of Grantor's obligation for the repayment of the indebtedness evidenced by that certain Promissory Note ("Note") dated as of December 3, 2007 in the principal amount of Nine Hundred Thousand Dollars ($900,000), with any interest accruing thereon according to the terms of the Note, payable to Beneficiary and made by Grantor and the following parties, to wit: Rico Land and Cattle Co., Rico Mountain Life LLC, Rico Renaissance Limited Liability Company, and Rico High Altitude Investments LLC; and

(b) the performance of the covenants and agreements of Grantor herein contained.

3. **Title.** Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, encumbrances of record, easements of record, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Grantor shall promptly pay when due the principal on the indebtedness evidenced by the Note and shall perform all of Grantor's other covenants contained in the Note and Deed of Trust.

5. **Application of Payments.** All payments received by Beneficiary under the terms hereof shall be applied by Beneficiary in payment of amounts disbursed by Beneficiary pursuant to Paragraph 9 (Protection of Beneficiary's Security and balance in accordance with the terms and conditions of the Note.

6. **Prior Mortgages and Deeds of Deed of Trust; Charges; Liens.** Grantor shall perform all Grantor's obligations under any prior or senior deed of trust and any other prior liens. The Grantor's failure to perform all of Grantor's obligations under the terms of any prior or senior deed of trust or lien shall constitute an event of default under the terms of this Deed of Trust. In the event of default, Beneficiary shall have all of the remedies allowed by law, this Deed of Trust or note or Contract secured thereby. Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payment or ground rents, if any, in the manner set out in Paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Grantor making payment when due, directly to payee thereof. Despite the foregoing, Grantor shall not be required make payments otherwise required by this Paragraph if Grantor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceeding are filed.

7. **Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Grantor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 4 (Payment of Principal and Interest) and 23 (Escrow Funds to Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Beneficiary, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Grantor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Grantor shall perform all of Grantor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Beneficiary's Security.** Except when Grantor has exercised Grantor's rights under Paragraph 6 above, if the Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such actions as necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Grantor hereby assigns to Beneficiary any right Grantor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Beneficiary pursuant to this Paragraph 9, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest specified in Paragraph 2B (Note; Other Obligations Secured). Nothing contained in this Paragraph 9 shall require Beneficiary to incur any expense or take any action hereunder.

10. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause for therefore related to Beneficiary's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary herein as provided. However, all of the rights of Grantor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Beneficiary and Grantor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Grantor's equity in the Property immediately prior to the date of taking. Grantor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking .

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date such notice is given. Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Grantor Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to

release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

13. **Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any right or remedy.

14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Successor and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Grantor shall be joint and several. The captions and headings of the Paragraphs in this Deed of Trust are for convenience only and are not to be used in interpret or define the provisions hereof.

16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by first-class U.S. mail, addressed to Grantor at Grantor's address stated, herein or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by first-class U.S. Mail, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in any manner designated herein.

17. **Governing Law; Severability.** The Note and Deed of Trust shall be governed by the law of Colorado. In the event that any provision of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect any other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared severable.

18. **Acceleration; Foreclosure; Other Remedies.** Except as provided in Paragraph 24 (Transfer of the Property; Assumption), upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, the Note or Contract, or upon default in a prior lien upon the Property, (unless Grantor has exercised Grantor's right under Paragraph 6 above), at Beneficiary's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Grantor of Grantor's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Grantor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. If shall not be obligatory upon the purchaser at any such sale to see to the

application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable cost and expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorney's fees and cost of title evidence; (b) to the costs and expenses of Beneficiary to enforce and/or foreclose this Deed of Trust, including but not limited to, reasonable attorneys fees; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto.

19. **Grantor's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sum due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. **Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.** As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the Property; however, Grantor shall, prior to Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Beneficiary or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption; if any and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived.

Upon Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Beneficiary, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents, collected by Beneficiary or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

21. **Release.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note . Grantor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the Note as aforesaid, then Beneficiary, upon notice in accordance with Paragraph 16 (Notice) from Grantor to Beneficiary, shall obtain, at Beneficiary's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. **Waiver of Exemptions.** Grantor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. **Escrow Funds for Taxes and Insurance.** This Paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Grantor shall pay to Beneficiary on each day installments of principal and interest payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to __0__ of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus __0__ of yearly premium installments for Property Insurance, all as reasonable, estimated initially and from time to time by Beneficiary on the basis of assessments and bills reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Beneficiary in trust for the benefit of the Grantor and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Beneficiary shall apply the Funds to pay said taxes, assessments and insurance premiums. Beneficiary may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall simultaneously refund to Grantor any Funds by Beneficiary. If under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Property or its acquisition by Beneficiary, whichever occurs first, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer"; (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of joint tenant. At the election of Beneficiary, in the event of each and every transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

(b) If a Transfer occurs and should Beneficiary not exercise Beneficiary's option pursuant to this Paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Grantor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Beneficiary may, without notice to the Grantor, deal with Transferee in the same manner as with the Grantor with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Grantor's liability hereunder for the obligations hereby secured.

(c) Should Beneficiary not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be deemed a waiver of Beneficiary's right to make such election nor shall Beneficiary be estopped therefrom by virtue thereof. The issuance on behalf of the Beneficiary of routine statement showing the status of the loan, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Beneficiary's said rights.

(d) Notwithstanding any provision herein , the Beneficiary shall consent to any sale of all or any portion of the Property and shall release the lien of this Deed of Trust on that portion of the Property being sold. Upon written request from Debtor, Beneficiary shall execute immediately a Request for Partial Reconveyance or Release of lien of this Deed of Trust, as such lien applies to that portion of the Property being sold. Beneficiary shall be paid the net proceeds of sale at time of release which sum shall be applied first to the payment of interest and the balance to the

payment of principal.

25. Grantor's Copy. Grantor acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY GRANTOR.

RICO PROPERTIES LIMITED LIABILITY COMPANY,
a Colorado limited liability

By: _____
Stanley A. Foster, Manager

STATE OF COLORADO)
) SS.
COUNTY OF Montezuma)

The foregoing deed of trust was acknowledged before me this 15th day of December, 2007, by Stanley A. Foster, Manager of Rico Properties Limited Liability Company, as his free and voluntary act.

My commission expires: 5/9/08
Witness my hand and official seal.

_____
Notary Public

DONNA L. KYLE
NOTARY PUBLIC
STATE OF COLORADO

EXHIBIT A

SCHEDULE OF PROPERTIES
TO
DEED OF TRUST IN FAVOR OF
SILVER CREEK LAND COMPANY, L.L.C.

Property Names	Mineral Survey #	Lots or Claims
PLATTED LOTS (Town of Rico)		
Lot 25-26, Block 24 (100%)		2
MINING CLAIMS		
Catskill (100%)	7062	1
Homestake & Little Corn (Parcel B) (100%)	410	1
Santa Cruz (100%)	6132	1

Instrument Book Page
200700155961 OR 369 305
200700155961
12-18-2007 At 01:40 pm.
DEED OF TR 51.00
DOC FEES .00
OR Book 369 Page 305 - 314
LARITA RANDOLPH
CLERK & RECORDER

The printed portions of this form approved by
The Colorado Real Estate Commission (TD 72-11-83)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

(Due on Transfer - Strict)

THIS DEED OF TRUST is made effective this 3RD day of December, 2007, by and between Rico Mountain Life LLC, a Colorado limited liability company, whose address is 100 North Second Street, P.O. Box 924, Dolores, Colorado 81323 ("Grantor"), and the Public Trustee of the County in which the Property (See Paragraph 1) is situated ("Trustee"); for the benefit of Twin City Development, L.L.C., an Arizona limited liability company, whose address is 14400 North 76th Place, Scottsdale, Arizona 85260 ("Beneficiary"). Grantor and Beneficiary covenant and agree as follows:

1. **Property in Trust.** Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property situated in the County of Dolores, State of Colorado:

The legal description to the real property that is subject to this Deed of Trust is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein together with any and all improvements to be constructed on the property and all fixtures, equipment and proceeds associated therewith and all information, data, reports, maps and documents with respect thereto and with respect to all mining and exploration activities within the Pioneer Mining District (collectively, the "Property").

2. **Note; Other Obligation Secured.** This Deed of Trust is given to secure to Beneficiary:

(a) the full and faithful performance of Grantor's obligation for the repayment of the indebtedness evidenced by that certain Promissory Note ("Note") dated as of December 3, 2007 in the principal amount of Nine Hundred Thousand Dollars ($900,000), with any interest accruing thereon according to the terms of the Note, payable to Beneficiary and made by Grantor and the following parties, to wit: Rico Land and Cattle Co., Rico Properties Limited Liability Company, Rico Renaissance Limited Liability Company, and Rico High Altitude Investments LLC; and

(b) the performance of the covenants and agreements of Grantor herein contained.

3. **Title.** Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, encumbrances of record, easements of record, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Grantor shall promptly pay when due the principal on the indebtedness evidenced by the Note and shall perform all of Grantor's other covenants contained in the Note and Deed of Trust.

5. **Application of Payments.** All payments received by Beneficiary under the terms hereof shall be applied by Beneficiary in payment of amounts disbursed by Beneficiary pursuant to Paragraph 9 (Protection of Beneficiary's Security and balance in accordance with the terms and conditions of the Note.

6. Prior Mortgages and Deeds of Deed of Trust; Charges; Liens. Grantor shall perform all Grantor's obligations under any prior or senior deed of trust and any other prior liens. The Grantor's failure to perform all of Grantor's obligations under the terms of any prior or senior deed of trust or lien shall constitute an event of default under the terms of this Deed of Trust. In the event of default, Beneficiary shall have all of the remedies allowed by law, this Deed of Trust or note or Contract secured thereby. Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payment or ground rents, if any, in the manner set out in Paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Grantor making payment when due, directly to payee thereof. Despite the foregoing, Grantor shall not be required make payments otherwise required by this Paragraph if Grantor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceeding are filed.

7. **Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Grantor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 4 (Payment of Principal and Interest) and 23 (Escrow Funds to Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Beneficiary, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Grantor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Grantor shall perform all of Grantor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Beneficiary's Security.** Except when Grantor has exercised Grantor's rights under Paragraph 6 above, if the Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such actions as necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Grantor hereby assigns to Beneficiary any right Grantor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Beneficiary pursuant to this Paragraph 9, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest specified in Paragraph 2B (Note; Other Obligations Secured). Nothing contained in this Paragraph 9 shall require Beneficiary to incur any expense or take any action hereunder.

10. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause for therefore related to Beneficiary's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary herein as provided. However, all of the rights of Grantor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Beneficiary and Grantor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Grantor's equity in the Property immediately prior to the date of taking. Grantor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking .

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date such notice is given. Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Grantor Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to

release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

13. **Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any right or remedy.

14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Successor and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Grantor shall be joint and several. The captions and headings of the Paragraphs in this Deed of Trust are for convenience only and are not to be used in interpret or define the provisions hereof.

16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by first-class U.S. mail, addressed to Grantor at Grantor's address stated, herein or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by first-class U.S. Mail, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in any manner designated herein.

17. **Governing Law; Severability.** The Note and Deed of Trust shall be governed by the law of Colorado. In the event that any provision of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect any other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared severable.

18. **Acceleration; Foreclosure; Other Remedies.** Except as provided in Paragraph 24 (Transfer of the Property; Assumption), upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, the Note or Contract, or upon default in a prior lien upon the Property, (unless Grantor has exercised Grantor's right under Paragraph 6 above), at Beneficiary's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Grantor of Grantor's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Grantor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. If shall not be obligatory upon the purchaser at any such sale to see to the

application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable cost and expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorney's fees and cost of title evidence; (b) to the costs and expenses of Beneficiary to enforce and/or foreclose this Deed of Trust, including but not limited to, reasonable attorneys fees; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto.

19. Grantor's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sum due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession. As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the Property; however, Grantor shall, prior to Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Beneficiary or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption; if any and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived.

Upon Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Beneficiary, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents, collected by Beneficiary or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note . Grantor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the Note as aforesaid, then Beneficiary, upon notice in accordance with Paragraph 16 (Notice) from Grantor to Beneficiary, shall obtain, at Beneficiary's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. Waiver of Exemptions. Grantor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Escrow Funds for Taxes and Insurance. This Paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Grantor shall pay to Beneficiary on each day installments of principal and interest payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to __0__ of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus __0__ of yearly premium installments for Property Insurance, all as reasonable, estimated initially and from time to time by Beneficiary on the basis of assessments and bills reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Beneficiary in trust for the benefit of the Grantor and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Beneficiary shall apply the Funds to pay said taxes, assessments and insurance premiums. Beneficiary may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall simultaneously refund to Grantor any Funds by Beneficiary. If under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Property or its acquisition by Beneficiary, whichever occurs first, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer"; (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of joint tenant. At the election of Beneficiary, in the event of each and every transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

(b) If a Transfer occurs and should Beneficiary not exercise Beneficiary's option pursuant to this Paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Grantor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Beneficiary may, without notice to the Grantor, deal with Transferee in the same manner as with the Grantor with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Grantor's liability hereunder for the obligations hereby secured.

(c) Should Beneficiary not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be deemed a waiver of Beneficiary's right to make such election nor shall Beneficiary be estopped therefrom by virtue thereof. The issuance on behalf of the Beneficiary of routine statement showing the status of the loan, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Beneficiary's said rights.

(d) Notwithstanding any provision herein , the Beneficiary shall consent to any sale of all or any portion of the Property and shall release the lien of this Deed of Trust on that portion of the Property being sold. Upon written request from Debtor, Beneficiary shall execute immediately a Request for Partial Reconveyance or Release of lien of this Deed of Trust, as such lien applies to that portion of the Property being sold. Beneficiary shall be paid the net proceeds of sale at time of release which sum shall be applied first to the payment of interest and the balance to the

payment of principal.

25. **Grantor's Copy.** Grantor acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY GRANTOR.

RICO MOUNTAIN LIFE LLC,
a Colorado limited liability company

By: _____
Stanley A. Foster, Manager

STATE OF COLORADO)
) SS.
COUNTY OF Montezuma)

The foregoing deed of trust was acknowledged before me this 15th day of December, 2007, by Stanley A. Foster, Manager of Rico Mountain Life LLC, as his free and voluntary act.

My commission expires: 9/9/08
Witness my hand and official seal.

_____
Notary Public

DONNA L. KYLE
NOTARY PUBLIC
STATE OF COLORADO

EXHIBIT A

SCHEDULE OF PROPERTIES
TO
DEED OF TRUST IN FAVOR OF
TWIN CITY DEVELOPMENT, LLC

Property Names	Mineral Survey #	Lots or Claims
PLATTED LOTS (Town of Rico)		
Lots 3-6 Block 30 (100%)		4
Pt. Lots 2-4 Block 11 (100%)		3
MINING CLAIMS (Town of Rico)		
Little Ada Tract South (100%)		1
Tract B Adjoining Block A (100%)		1
MINING CLAIMS (Outlying)		
Apex (100%)	11583A	1
Barnum (100%)	7365	1
Bed Rock (100%)	8030	1
Bell (100%)	5911	1
Black Cloud (100%)	8098	1
Bourbon/Exchequer/Premier (100%)	5132	3
Brittle Silver (100%)	7458	1
Bullion (100%)	7599	1
Caledonia (100%)	10122	1
Cashier/ Worlds Fair (100%)	15233	2
Castleton/ CHR/ Slide Top (100%)	20740	3
Cerebus (100%)	19665	1
Columbia MS (100%)	365B	1
Confidence (100%)	1447	1
Connecting Link (100%)	7310	1
Contact (100%)	6585	1
Contention #2 (100%)	7565	1
CVG (100%)	6725	1
Dayton (100%)	2540	1
Dayton #2 (100%)	11636	1
Devide (100%)	20568	1
Dude (100%)	7049	1
Elliott (100%)	1536B	1
ERG (66.67%)	7013	1
Eureka(100%)	6285	1
Eureka (100%)	1880	1
Evening Call (100%)	8029	1
Excelsior/Excelsior (100%)	1451A/1451B	2
Excelsior (100%)	8141	1
Fraction (100%)	11814	1
General OO Howard (100%)	2478	1
General Sheridan (100%)	2479	1
General Sherman (100%)	2477	1
Gertie (100%)	781	1

Gipsy (100%)	2499	1
Golden Age (100%)	5956	1
Half Loaf/ Little George /Lowland Chief/ Nancy Hanks, GLP (100%)	8017	5
Hardscrabble (100%)	8070	1
Harvey (100%)	914	1
HCP (100%)	7548	1
Hiawatha (100%)	6393	1
Honduras (75%)	7843	1
Hope (100%)	939	1
Iron Rod (100%)	8140	1
Isabelle (100%)	2039	1
Kearney (100%)	5133	1
Kitchen (100%)	5917	1
Last Chance (100%)	6512	1
Laura (100%)	5913	1
Leap Year (100%)	6105	1
Lelia Davis (100%)	1256	1
Little Carrie (100%)	6960	1
Lookout (100%)	1683	1
Lota (100%)	6154	1
Lottie (100%)	8223	1
Maid of Australia (100%)	1587	1
Major (100%)	384	1
Mammoth (100%)	20300	1
Marquita (100%)	1450	1
Mary (10%)	6205	1
McIntire (100%)	12302	1
Milan (100%)	1449	1
Millie (100%)	7988	1
Mountain Boy (100%)	20387	1
Mountain Monarch (100%)	1454	1
NA Cowdrey (100%)	6317	1
Newman (100%)	436A	1
New Year (100%)	1538	1
Night Watch (100%)	5976	1
Nora Lilley (100%)	1010	1
Ontario (100%)	5923	1
Pay Master (100%)	997	1
Pelican (100%)	363	1
Peru (100%)	1455	1
Pewter Dollar (100%)	8098	1
Pigeon (62.5%)	665	1
Richmond (100%)	6338	1
Sawtooth/ Ute/ Aetna (100%)	6796	2
Sam Patch (100%)	8031	1
Santa Clara (100%)	664	1
Silver Cache (100%)	1655	1
Silver Belt (100%)	8020	1
Silver Glance 2 (100%)	6201	1
Smuggler (100%)	5912	1
Snow Flake (100%)	6216	1

Songbird (100%)	6392	1
South Park (8.33%)	1563	1
Stanley 1 (66.667%)	6095	1
Stanley 2 (83.33%)	6095	1
Star Route (100%)	5970	1
Syndicate (100%)	2185 A	1
Telegraph (100%)	780	1
Tip Top (100%)	1248	1
Triangle (100%)	20739	1
Triangle (100%)	20347	1
Vestal (100%)	6252	1
Yanky Boy (100%)	6969	1
Yellow Jacket (100%)	364	1
Zona K (100%)	8228	1

Instrument Book Page
200700155962 OR 369 315
200700155962
12-18-2007 At 01:40 pm.
DEED OF TR 51.00
DOC FEES .00
OR Book 369 Page 315 - 324
LARITA RANDOLPH
CLERK & RECORDER

The printed portions of this form approved by
The Colorado Real Estate Commission (TD 72-11-83)

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.
THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

DEED OF TRUST

(Due on Transfer - Strict)

THIS DEED OF TRUST is made effective this 3rd day of December, 2007, by and between Rico Mountain Life LLC, a Colorado limited liability company, whose address is 100 North Second Street, P.O. Box 9224, Dolores, Colorado 81323 ("Grantor"), and the Public Trustee of the County in which the Property (See Paragraph 1) is situated ("Trustee"); for the benefit of Silver Creek Land Company, L.L.C., a Georgia limited liability company, whose address is 400 Colony Square N.E., Suite 525, Atlanta, Georgia 30361 ("Beneficiary"). Grantor and Beneficiary covenant and agree as follows:

1. **Property in Trust.** Grantor, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property situated in the County of Dolores, State of Colorado:

The legal description to the real property that is subject to this Deed of Trust is attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein together with any and all improvements to be constructed on the property and all fixtures, equipment and proceeds associated therewith and all information, data, reports, maps and documents with respect thereto and with respect to all mining and exploration activities within the Pioneer Mining District (collectively, the "Property").

2. **Note; Other Obligation Secured.** This Deed of Trust is given to secure to Beneficiary:

(a) the full and faithful performance of Grantor's obligation for the repayment of the indebtedness evidenced by that certain Promissory Note ("Note") dated as of December 3, 2007 in the principal amount of Nine Hundred Thousand Dollars ($900,000), with any interest accruing thereon according to the terms of the Note, payable to Beneficiary and made by Grantor and the following parties, to wit: Rico Land and Cattle Co., Rico Properties Limited Liability Company, Rico Renaissance Limited Liability Company, and Rico High Altitude Investments LLC; and

(b) the performance of the covenants and agreements of Grantor herein contained.

3. **Title.** Grantor covenants that Grantor owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, encumbrances of record, easements of record, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Grantor shall promptly pay when due the principal on the indebtedness evidenced by the Note and shall perform all of Grantor's other covenants contained in the Note and Deed of Trust.

5. **Application of Payments.** All payments received by Beneficiary under the terms hereof shall be applied by Beneficiary in payment of amounts disbursed by Beneficiary pursuant to Paragraph 9 (Protection of Beneficiary's Security and balance in accordance with the terms and conditions of the Note.

6. **Prior Mortgages and Deeds of Deed of Trust; Charges; Liens.** Grantor shall perform all Grantor's obligations under any prior or senior deed of trust and any other prior liens. The Grantor's failure to perform all of Grantor's obligations under the terms of any prior or senior deed of trust or lien shall constitute an event of default under the terms of this Deed of Trust. In the event of default, Beneficiary shall have all of the remedies allowed by law, this Deed of Trust or note or Contract secured thereby. Grantor shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payment or ground rents, if any, in the manner set out in Paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Grantor making payment when due, directly to payee thereof. Despite the foregoing, Grantor shall not be required make payments otherwise required by this Paragraph if Grantor, after notice to Beneficiary, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Grantor making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceeding are filed.

7. **Property Insurance.** Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Grantor subject to Beneficiary's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Beneficiary, and shall provide that the insurance carrier shall notify Beneficiary at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Beneficiary at or before closing. Beneficiary shall have the right to hold the policies and renewals thereof.

In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. If the Property is abandoned by Grantor, or if Grantor fails to respond to Beneficiary within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 4 (Payment of Principal and Interest) and 23 (Escrow Funds to Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Beneficiary, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Grantor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Grantor shall perform all of Grantor's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Beneficiary's Security.** Except when Grantor has exercised Grantor's rights under Paragraph 6 above, if the Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, then Beneficiary, at Beneficiary's option, with notice to Grantor if required by law, may make such appearances, disburse such sums and take such actions as necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Grantor hereby assigns to Beneficiary any right Grantor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Beneficiary pursuant to this Paragraph 9, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof, and Beneficiary may bring suit to collect any amounts so disbursed plus interest specified in Paragraph 2B (Note; Other Obligations Secured). Nothing contained in this Paragraph 9 shall require Beneficiary to incur any expense or take any action hereunder.

10. **Inspection.** Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property, provided that Beneficiary shall give Grantor notice prior to any such inspection specifying reasonable cause for therefore related to Beneficiary's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Beneficiary herein as provided. However, all of the rights of Grantor and Beneficiary hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Grantor. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Beneficiary and Grantor, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Grantor's equity in the Property immediately prior to the date of taking. Grantor's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking .

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to Beneficiary within 30 days after the date such notice is given. Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Grantor Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Beneficiary to any successor in interest of Grantor shall not operate to

release, in any manner, the liability of the original Grantor, nor Grantor's successors in interest, from the original terms of this Deed of Trust. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Deed of Trust by reason of any demand made by the original Grantor nor Grantor's successors in interest.

13. **Forbearance by Beneficiary Not a Waiver.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any right or remedy.

14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Successor and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Grantor shall be joint and several. The captions and headings of the Paragraphs in this Deed of Trust are for convenience only and are not to be used in interpret or define the provisions hereof.

16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Grantor or (2) mailing such notice by first-class U.S. mail, addressed to Grantor at Grantor's address stated, herein or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be in writing and shall be given and be effective upon (1) delivery to Beneficiary or (2) mailing such notice by first-class U.S. Mail, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Grantor or Beneficiary when given in any manner designated herein.

17. **Governing Law; Severability.** The Note and Deed of Trust shall be governed by the law of Colorado. In the event that any provision of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect any other provisions of the Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared severable.

18. **Acceleration; Foreclosure; Other Remedies.** Except as provided in Paragraph 24 (Transfer of the Property; Assumption), upon Grantor's breach of any covenant or agreement of Grantor in this Deed of Trust, the Note or Contract, or upon default in a prior lien upon the Property, (unless Grantor has exercised Grantor's right under Paragraph 6 above), at Beneficiary's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Beneficiary may invoke the power of sale and any other remedies permitted by law. Beneficiary shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Beneficiary invokes the power of sale, Beneficiary shall give written notice to Trustee of such election. Trustee shall give such notice to Grantor of Grantor's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Grantor and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Beneficiary or Beneficiary's designee may purchase the Property at any sale. If shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable cost and expenses of the sale, including, but not limited to, reasonable Trustee's and reasonable attorney's fees and cost of title evidence; (b) to the costs and expenses of Beneficiary to enforce and/or foreclose this Deed of Trust, including but not limited to, reasonable attorneys fees; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto.

19. Grantor's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sum due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. Assignment of Rents; Appointment of Receiver; Beneficiary in Possession. As additional security hereunder, Grantor hereby assigns to Beneficiary the rents of the Property; however, Grantor shall, prior to Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Beneficiary or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption; if any and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Grantor or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice - notice being hereby expressly waived.

Upon Acceleration under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Beneficiary, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents, collected by Beneficiary or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note . Grantor shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Beneficiary shall not produce the Note as aforesaid, then Beneficiary, upon notice in accordance with Paragraph 16 (Notice) from Grantor to Beneficiary, shall obtain, at Beneficiary's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. Waiver of Exemptions. Grantor hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. Escrow Funds for Taxes and Insurance. This Paragraph 23 is not applicable if Funds as defined below are being paid pursuant to a prior encumbrance. Subject to applicable law, Grantor shall pay to Beneficiary on each day installments of principal and interest payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to __0__ of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus __0__ of yearly premium installments for Property Insurance, all as reasonable, estimated initially and from time to time by Beneficiary on the basis of assessments and bills reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by the Beneficiary in trust for the benefit of the

Grantor and deposited in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency. Beneficiary shall apply the Funds to pay said taxes, assessments and insurance premiums. Beneficiary may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Beneficiary shall not be required to pay Grantor any interest or earnings on the Funds. Beneficiary shall give to Grantor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with Paragraph 16 (Notice) by Beneficiary to Grantor requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall simultaneously refund to Grantor any Funds by Beneficiary. If under Paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Beneficiary, Beneficiary shall apply, no later than immediately prior to the sale of the Property or its acquisition by Beneficiary, whichever occurs first, any Funds held by Beneficiary at the time of application as a credit against the sums secured by this Deed of Trust.

24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer"; (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Grantor, (v) the reorganization, liquidation or dissolution of the Grantor. Not to be included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of joint tenant. At the election of Beneficiary, in the event of each and every transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

(b) If a Transfer occurs and should Beneficiary not exercise Beneficiary's option pursuant to this Paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Grantor under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Beneficiary may, without notice to the Grantor, deal with Transferee in the same manner as with the Grantor with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Grantor's liability hereunder for the obligations hereby secured.

(c) Should Beneficiary not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be deemed a waiver of Beneficiary's right to make such election nor shall Beneficiary be estopped therefrom by virtue thereof. The issuance on behalf of the Beneficiary of routine statement showing the status of the loan, whether or not Beneficiary had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Beneficiary's said rights.

(d) Notwithstanding any provision herein , the Beneficiary shall consent to any sale of all or any portion of the Property and shall release the lien of this Deed of Trust on that portion of the Property being sold. Upon written request from Debtor, Beneficiary shall execute immediately a Request for Partial Reconveyance or Release of lien of this Deed of Trust, as such lien applies to that portion of the Property being sold. Beneficiary shall be paid the net proceeds of sale at time of release which sum shall be applied first to the payment of interest and the balance to the payment of principal.

25. **Grantor's Copy.** Grantor acknowledges receipt of a copy of the Note and this Deed of Trust.

EXECUTED BY GRANTOR.

RICO MOUNTAIN LIFE LLC,
a Colorado limited liability company

By: Stanley A. Foster, Manager

STATE OF COLORADO)
) SS.
COUNTY OF Montezuma)

The foregoing deed of trust was acknowledged before me this 15th day of December, 2007, by Stanley A. Foster, Manager of Rico Mountain Life LLC, as his free and voluntary act.

My commission expires: 9/9/08
Witness my hand and official seal.

Donna L Kyle
Notary Public

DONNA L. KYLE
NOTARY PUBLIC
STATE OF COLORADO

EXHIBIT A

SCHEDULE OF PROPERTIES
TO
DEED OF TRUST IN FAVOR OF
SILVER CREEK LAND COMPANY, L.L.C.

Property Names	Mineral Survey #	Lots or Claims
PLATTED LOTS (Town of Rico)		
Lots 3-6 Block 30 (100%)		4
Pt. Lots 2-4 Block 11 (100%)		3
MINING CLAIMS (Town of Rico)		
Little Ada Tract South (100%)		1
Tract B Adjoining Block A (100%)		1
MINING CLAIMS (Outlying)		
Apex (100%)	11583A	1
Barnum (100%)	7365	1
Bed Rock (100%)	8030	1
Bell (100%)	5911	1
Black Cloud (100%)	8098	1
Bourbon/Exchequer/Premier (100%)	5132	3
Bottle Silver (100%)	7458	1
Bullion (100%)	7599	1
Caledonia (100%)	10122	1
Cashier/ Worlds Fair (100%)	15233	2
Castleton/ CHR/ Slide Top (100%)	20740	3
Cerebus (100%)	19665	1
Columbia MS (100%)	365B	1
Confidence (100%)	1447	1
Connecting Link (100%)	7310	1
Contact (100%)	6585	1
Contention #2 (100%)	7565	1
CVG (100%)	6725	1
Dayton (100%)	2540	1
Dayton #2 (100%)	11636	1
Devide (100%)	20568	1
Dude (100%)	7049	1
Elliott (100%)	1536B	1
ERG (66.67%)	7013	1
Eureka (100%)	6285	1
Eureka (100%)	1880	1
Evening Call (100%)	8029	1
Excelsior/Excelsior (100%)	1451A/1451B	2
Excelsior (100%)	8141	1
Fraction (100%)	11814	1
General OO Howard (100%)	2478	1
General Sheridan (100%)	2479	1
General Sherman (100%)	2477	1
Gertie (100%)	781	1

Gipsy (100%)	2499	1
Golden Age (100%)	5956	1
Half Loaf/ Little George /Lowland Chief/ Nancy Hanks, GLP (100%)	8017	5
Hardscrabble (100%)	8070	1
Harvey (100%)	914	1
HCP (100%)	7548	1
Hiawatha (100%)	6393	1
Honduras (75%)	7843	1
Hope (100%)	939	1
Iron Rod (100%)	8140	1
Isabelle (100%)	2039	1
Kearney (100%)	5133	1
Kitchen (100%)	5917	1
Last Chance (100%)	6512	1
Laura (100%)	5913	1
Leap Year (100%)	6105	1
Lelia Davis (100%)	1256	1
Little Carrie (100%)	6960	1
Lookout (100%)	1683	1
Lota (100%)	6154	1
Lottie (100%)	8223	1
Maid of Australia (100%)	1587	1
Major (100%)	384	1
Mammoth (100%)	20500	1
Marquita (100%)	1450	1
Mary (10%)	6205	1
McIntire (100%)	12302	1
Milan (100%)	1449	1
Millie (100%)	7988	1
Mountain Boy (100%)	20387	1
Mountain Monarch (100%)	1454	1
NA Cowdrey (100%)	6317	1
Newman (100%)	436A	1
New Year (100%)	1538	1
Night Watch (100%)	5976	1
Nora Lilley (100%)	1010	1
Ontario (100%)	5923	1
Pay Master (100%)	997	1
Pelican (100%)	363	1
Peru (100%)	1455	1
Pewter Dollar (100%)	8098	1
Pigeon (62.5%)	665	1
Richmond (100%)	6338	1
Sawtooth/ Ute/ Aetna (100%)	6796	2
Sam Patch (100%)	8031	1
Santa Clara (100%)	664	1
Silver Cache (100%)	1655	1
Silver Belt (100%)	8020	1
Sliver Glance 2 (100%)	6201	1
Smuggler (100%)	5912	1
Snow Flake (100%)	6216	1

Songbird (100%)	6392	1
South Park (8.33%)	1563	1
Stanley 1 (66.667%)	6095	1
Stanley 2 (83.33%)	6095	1
Star Route (100%)	5970	1
Syndicate (100%)	2185 A	1
Telegraph (100%)	780	1
Tip Top (100%)	1248	1
Triangle (100%)	20739	1
Triangle (100%)	20347	1
Vestal (100%)	6252	1
Yanky Boy (100%)	6969	1
Yellow Jacket (100%)	364	1
Zona K (100%)	8228	1

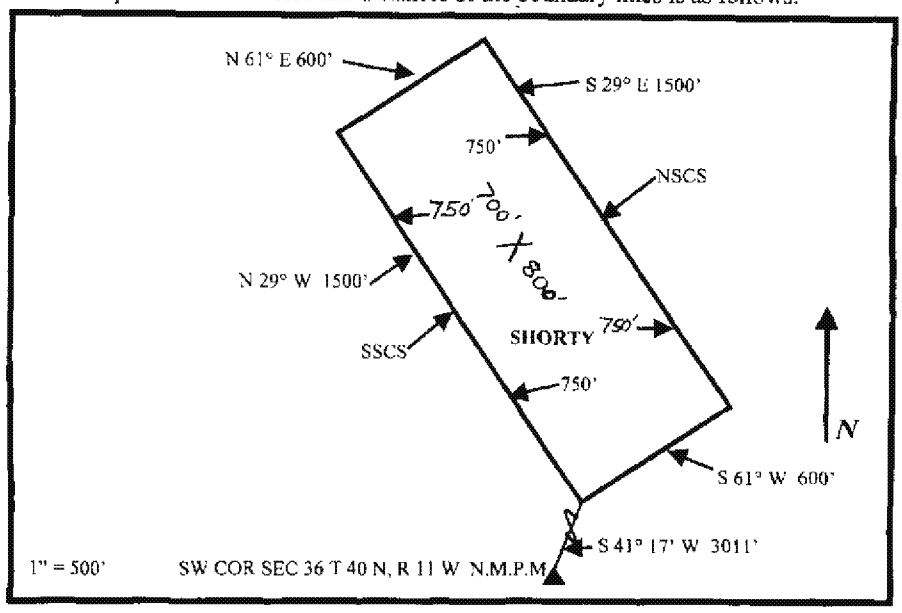
200800157066
08-20-2008 At 03:42 pm.
LOCAT CERTF 6.25
DOC FEES .00
OR Book 375 Page 479 - 479
LARITA RANDOLPH
CLERK & RECORDER

LODE MINING CLAIM LOCATION CERTIFICATE (AMENDED)

KNOW ALL MEN BY THESE PRESENTS, THAT **MARK LEVIN** AGENT FOR **Outlook Resources, Inc.** whose legal address is P.O. Box 1511, Idaho Springs, CO 80452 has located and claimed, and by these presents does locate and claim, by right of discovery and location, **1500** linear feet and horizontal measurement on the **Shorty** lode, vein, ledge, or deposit, along with the vein thereof, with all its dips, angles, and variations, as allowed by law, together with **300** feet on the North East side, and **300** feet on the South West side of the middle of said vein, at the surface, so far as can be determined from present developments, and all veins, lodes, ledges or deposits, and surface ground within the lines of said claim, **800** feet running Southeasterly from the point of discovery monument and **700** feet running Northwesterly from the point of discovery monument; said discovery monument being situate upon said lode, vein, ledge or deposit, and within the lines of said claim, in the **Pioneer** Mining District, County of **Dolores**, State of Colorado, located in the **NE ¼, SE ¼, SW ¼** Quarter of Section **30** , Township **40** , Range **10** of the New Mexico Principle Meridian and described by metes and bounds as follows, to wit:

Beginning at corner No **1** whence the Northeast Corner of Section 36, Township 40 N, Range 11 W, New Mexico P.M. bears S 41° 17' W 3011 feet
Thence N 29° W, 750 feet to S side center stake, 1500' to Corner No **2**
Thence N 61° E, 600 feet to Corner No. **3**
Thence S 29° E 750 feet to N side center stake, 1500' to Corner No. 4
Thence S 61° W 600 feet to Corner No.1 the Point Of Beginning

The claim pattern with courses and distances of the boundary lines is as follows:



This is an amendment of the original Shorty Mining Claim located 6 August, 2007, recorded in book 364 page 344

Said lode was discovered on the 6TH day of AUGUST , 2007
Said lode was located on the 6TH day of AUGUST , 2007
Said lode was amended on the 27TH day of JULY , 2008
Date of Certificate 6 AUGUST , 2007
Date of amended Certificate 27TH OF JULY , 2008

AGENT

TITLE-013

200800157051
08-18-2008 At 11:36 am.
TREAS DEED 6.00
DOC FEES .00
OR Book 375 Page 430 - 430
LARITA RANDOLPH
CLERK & RECORDER

TREASURER'S DEED

KNOW ALL MEN BY THESE PRESENTS, that whereas, the following described property, viz:

33.33% INTEREST M.S. 7289 ECLIPSE

Situated in the County of Dolores and State of Colorado, was subject to taxation for the year 2002. AND WHEREAS, the taxes assessed upon said property for the year aforesaid remained due and unpaid at the date of the sale hereinafter named;

AND WHEREAS, the Treasurer of the said County did on the 20th day of November 2003, by virtue of the authority vested in her by law, at the sale begun and publicly held on the 20th day of November 2003, expose to public sale at the office of the Treasurer in the county aforesaid, in substantial conformity with the requirements of the statue in such case made and provided, the real property above described for the payment of the taxes , penalty interest, and costs then due and remaining unpaid on said property; AND WHEREAS, at the time and place aforesaid RICHARD MCCLELLAN bid on all of the taxes, penalty interest, and costs then due and remaining unpaid upon said property for said year 2002 and the said RICHARD MCCLELLAN offered in his said bid to pay the sum -0- dollars and -0- cents in excess of said taxes, penalty interest and costs, and the said bid being the largest amount which any person offered to pay in excess of the said taxes, penalty interest and costs so due upon said property for said year 2002, and payment of the said sum having been made by them to the said Treasurer, AND WHEREAS, RICHARD MCCLELLAN has paid subsequent taxes on said property in the amount of twenty-five dollars and fourteen cents; AND WHEREAS, more than three years have elapsed since the date of the said sale, and the said property has not been redeemed therefrom as provided by law,

AND WHEREAS, the said property was valued for assessment for said year 2002 at the amount of $55.00 AND WHEREAS, all the provisions of the statues prescribing prerequisites to obtaining tax deeds have been fully complied with and are now of record and filed in the office of the Treasurer of said County;

NOW THEREFORE, I Janie Stiasny, Treasurer of the County aforesaid, for and in consideration for the sum to the Treasurer paid as aforesaid and by virtue of the statute in such case made and provided, have granted, bargained and sold and by these presents do grant, bargain and sell at the above and foregoing described real estate unto the said RICHARD MCCLELLAN 54 E Empire Cortez CO 81321.

His heirs and assigns, forever, subject to all the rights of redemption by minors, or incompetent persons, as provided by law.

In WITNESS Whereof, I, Janie Stiasny, Treasurer as aforesaid, by virtue of the authority aforesaid, have hereunto set my hand and seal this 15th day of August, 2008.

Certificate No 5855 Book H Tax Sale Record

Janie Stiasny

Treasurer of Dolores County, Colorado

STATE OF COLORADO
County of Dolores

The foregoing instrument was acknowledged before me this 15th day of August 2008, by Janie Stiasny as Treasurer of said County.

Witness my hand and official seal.

Machelle Jones

My commission expires May 5, 2010.

MARIE GIAMBONI

NOTARY PUBLIC

TITLE-014

200800157089
08-26-2008 At 12:57 pm.
O C MINING 16.00
DOC FEES .00
OR Book 376 Page 27 - 29
LARITA RANDOLPH
CLERK & RECORDER
Instrument Book Page
200800157089 OR 376 27

QUIT CLAIM DEED

THIS DEED, made this 25th day of August, 2008, between Margaret R. Matzick FKA Margaret R. Peterson, Grantor, and Margaret R. Matzick and Helen M. Matzick as joint tenants with right of survivorship, whose legal address is Ex. 6 Personal Privacy (PP) Grantees:

Ex. 6 Personal Privacy (PP)

WITNESSETH, That Grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantees, as joint tenants with right of survivorship, and Grantees' heirs, successors, and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of _Dolores, Pioneer Mining District, and State of Colorado, described as follows:

See Attached listing of mining claims, Patent Numbers and acreages

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantees and Grantees' heirs, successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed on the date set forth above.

By: Margaret R. Matzick FKA Margaret R. Peterson
Margaret R. Matzick
FKA: Margaret R. Peterson

TITLE-015

2 of 3

Instrument 200800157089 OR Book 376 Page 28

504 726 200 016	Dakota	7432	
	Mining Congress	7432	14.31
504 726 200 005	Aztec	367	10.33
504 726 610 012	Gulch	7522	
	Lakeview	7522	20.66
504 726 200 006	Collar & Cuff	14613	10.33
504 531 200 004	Carbonate	5376	
	Union	5376	
	Zach Taylor	5376	25.91
504 531 200 015	Payroll	7631	8.13
504 736 100 615	Chauncey	7330	
	Fickle Goddess	7330	
	Iron Silver	7330	6.87
504 531 200 008	Forest	730	7.89
504 531 200 009	Grand Duke	729	5.6
504 531 200 012	Magpie	2675	6.38
504 531 200 018	Small Hopes	7632	7.58
	Big Jig Tramway at Union Carbonate		
504 530 100 015	Dawn of Day	1594	
504 530 100 016	MS-Dawn of Day	1594	15.33
504 531 100 014	Orphan Girl	1595	
504 531 100 013	MS-Orphan Girl	1595	14.64
504 531 100 020	Wildcat	1593	7.57
508 501 200 018	½ Prometheus	1657	5.065
508 501 200 003	Blue	1656	10.33
504 728 100 005	Handout	7111	10.33
504 721 400 003	Harriet	801	10.33
	Elgin Boy	2362	8.22
	Belzora	2352	6.91
504 724 200 001	Blackbird	399	6.42
504 724 300 010	MS-Dolores Park	1518	4.77
504 726 100 018	Skeptical	1900	10.33

3 of 3

Instrument 200800157089 Book OR 376 Page 29

STATE OF COLORADO)
) ss.
COUNTY OF DOLORES)

FKA MARGARET R. PETERSON
MARGARET R. MATZICK, acknowledged the foregoing instrument before me this 25TH day of August, 2008

Witness my hand and official seal.

My commission expires. _____

(SEAL)

Linda M. Hellowman
Notary Public

200800157376
10-12-2008 At 03:42 pm.
ST OF AUTHO 6.00
DOC FEES .00
OR Book 378 Page 2 - 2
LORITA RANDOLPH
CLERK & RECORDER

Statement of Authority
(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named Rico Properties Limited Liability Company

2. The type of entity is a Limited Liability Company

3. The entity is formed under the laws of Colorado (State)

4. The mailing address of the entity is: 100 ~~North~~ SOUTH Second Street, PO BOX 924, Dolores, Colorado 81323

5. The name or position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Name	Title
Stanley A. Foster	Manager

6. The authority of the foregoing person(s) to bind the entity is limited as follows: Unlimited

7. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.

8. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 7th day of October, 2008.

Signature: [signature]
Printed Name: Stanley A. Foster

STATE OF Colorado)
COUNTY OF Montezuma) ss.

The foregoing instrument was acknowledged before me this 9 day of October, 2008 by Stanley A. Foster

Witness my hand and official seal.

My commission expires: 1-2-11

[signature]
Notary Public

TITLE-016

200800157377
10-12-2008 At 03:42 pm.
ST OF AUTHO 6.00
DOC FEES .00
OR Book 378 Page 3 - 3
LARITA RANDOLPH
CLERK & RECORDER

Statement of Authority
(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named Rico High Altitude Investments LLC

2. The type of entity is a Limited Liability Company

3. The entity is formed under the laws of Colorado
(State)

4. The mailing address of the entity is:
SF. 100 ~~North~~ South Second Street, PO BOX 924, Dolores, Colorado 81323

5. The name or position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Name	Title
Stanley A. Foster	Manager

6. The authority of the foregoing person(s) to bind the entity is limited as follows: Unlimited

7. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.

8. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 7th day of October, 2008.

Signature:
Printed Name: Stanley A. Foster

STATE OF Colorado)
COUNTY OF ~~San Miguel~~ Montezuma) ss.

The foregoing instrument was acknowledged before me this 9 day of October, 2008 by Stanley A. Foster.

Witness my hand and official seal.

My commission expires: 1-2-11

Notary Public

200800157379
11-12-2008 At 03:42 pm.
ST OF AUTHO 6.00
DOC FEES .00
OR Book 378 Page 5 - 5
CARLA RANDOLPH
CLERK & RECORDER

Statement of Authority
(Section 38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named Rico Mountain Life LLC

2. The type of entity is a Limited Liability Company

3. The entity is formed under the laws of Colorado
(State)

4. The mailing address of the entity is:
100 ~~North~~ Second Street, PO BOX 924, Dolores, Colorado 81323
South

5. The name or position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Name	Title
Stanley A. Foster	Manager

6. The authority of the foregoing person(s) to bind the entity is limited as follows: Unlimited

7. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.

8. This Statement of Authority amends and supersedes in all respects any prior Statement of Authority executed on behalf of the entity.

Executed this 7th day of October, 2008.

Signature:
Printed Name: Stanley A. Foster

STATE OF Colorado)
Montezuma) ss.
COUNTY OF San Miguel)

The foregoing instrument was acknowledged before me this 9 day of October, 2008
by Stanley A. Foster

Witness my hand and official seal.

My commission expires: 1-2-11

Notary Public

TITLE-018

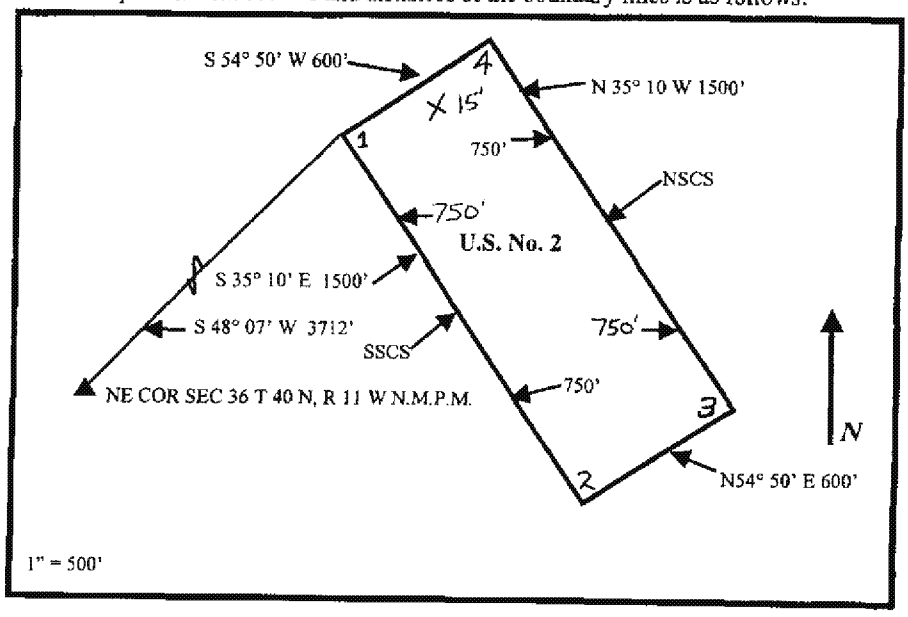
200900158605
08-15-2009 01:00:55 pm.
CLERK: DORTT 4.25
DOC FEE .00
OF Book 305 Page 220 220
LORIA RANDOLPH
DOLORES COUNTY

LODE MINING CLAIM LOCATION CERTIFICATE (AMENDED)

KNOW ALL MEN BY THESE PRESENTS, THAT **MARK LEVIN** AGENT FOR **Outlook Resources, Inc**. whose legal address is P.O. Box 1511, Idaho Springs, CO 80452 has located and claimed, and by these presents does locate and claim, by right of discovery and location, **1500** linear feet and horizontal measurement on the **U.S. No. 2** lode, vein, ledge, or deposit, along with the vein thereof, with all its dips, angles, and variations, as allowed by law, together with **300** feet on the North East side, and **300** feet on the South West side of the middle of said vein, at the surface, so far as can be determined from present developments, and all veins, lodes, ledges or deposits, and surface ground within the lines of said claim, **1485** feet running Southeasterly from the point of discovery monument and **15** feet running Northwesterly from the point of discovery monument; said discovery monument being situate upon said lode, vein, ledge or deposit, and within the lines of said claim, in the **Pioneer** Mining District, County of **Dolores**, State of Colorado, located in the **NE ¼, SE ¼, SW ¼** Quarter of Section **30** , Township **40** , Range **10** of the New Mexico Principle Meridian and described by metes and bounds as follows, to wit:

Beginning at corner No **1** whence the Northeast Corner of Section 36, Township 40 N, Range 11 W, New Mexico P.M. bears S 48° 07' W 3712 feet
Thence S 35° 10'E, 750 feet to S side center stake, 1500' to Corner No **2**
Thence N 54° 50'E, 600 feet to Corner No. **3**
Thence N 35° 10W 750 feet to N side center stake, 1500' to Corner No. **4**
Thence N 54° 50'W 600 feet to Corner No.**1** the Point Of Beginning

The claim pattern with courses and distances of the boundary lines is as follows:



This is an amendment of the original U.S. N0 2 Mining Claim located 6 August, 2007, recorded in book 364 page 344

Said lode was discovered on the	5th	day of	August	, 2007
Said lode was located on the	5th	day of	August	, 2007
Said lode was amended on the	10th	day of	August	, 2009
Date of Certificate	6th	day of	August	,2007
Date of amended Certificate	13th	day of	August	, 2009

2009 AUG 13 PM 1:59
DEPT OF NATURAL RESOURCES
BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE

AGENT

CMC 271643

TITLE-019

STATE DOCUMENTARY FEE
DATE 12/28/09
$ 7.00

(1)

PERSONAL REPRESENTATIVE'S DEED

200900159065
Filed for Record in
DOLORES COUNTY, COLORADO
LORITA RANDOLPH
12-28-2009 At 02:26 pm.
PERS REP D 26.00
DOC FEES 7.00
OR Book 388 Page 341 - 345
Instrument Book Page
200900159065 OR 388 341

This deed dated the 9th day of December, 2009, is between Janice Graham, Domiciliary Foreign Personal Representative of the Estate of Wayne Edmond Webster, Deceased, Grantor, and Silver Creek Land, LLC, a Colorado Limited Liability Company, whose address is P.O. Box 1511, Idaho Springs, CO 80542, Grantee;

WHEREAS: Wayne Edmond Webster died on March 14, 2002, in Henderson County, Texas; and

WHEREAS: Janice Graham is now qualified and acting in the capacity of Domiciliary Foreign Personal Representative of the Estate of Wayne Edmond Webster, Deceased, in accordance with the Certificate of Ancillary Filing - Decedent's Estate, which was issued on September 28, 2009, by the District Court in and for the County of Dolores, State of Colorado, Probate Case No. 09 PR 8;

NOW THEREFORE, pursuant to the powers conferred by the Colorado Probate Code, Grantor, for good and valuable consideration, the receipt of which is acknowledged, does hereby convey, assign, transfer, and release unto Grantee, its successors and assigns, all of Grantor's right, title, and interest in and to the following described real property situated in Dolores County, Colorado:

The surface only of the lands more particularly described in Exhibit A attached hereto and incorporated by reference herein (the "Property");

TOGETHER WITH all right, title, and interest of the Estate of Wayne Edmond Webster, Deceased, in and to all real property [excepting only the severed mineral rights ("Shallow Mineral Estate" and "Deep Mineral Estate", as defined hereunder)and that portion of the Homestake - Little Cora Consolidated Placer Claim, Patent No. 14903, U.S. Mineral Survey #410, lying east of

TITLE-020

the Dolores River, conveyed, assigned, transferred and released by Grantor to another party or parties by separate Personal Representative's Deed(s)] situate in Township 40 North, Range 10 West and Township 40 North, Range 11 West, of the New Mexico Principal Meridian, whether or not specifically described or enumerated herein;

TOGETHER WITH any after-acquired title to the Property; and

TOGETHER WITH all appurtenances, including but not limited to easements, rights of way, rights of access or use, and water rights appurtenant to or associated with the Property; any or all transferable permits, approvals, and authorizations associated with the Property, and all personal property (including, without limitation, all books, records, files, data, charts, maps, surveys, and drawings) pertaining to or in any way connected with the Property; and structures, whether on the surface or underground, used in connection with the Property to the extent not used in connection with the Shallow Mineral Estate or the Deep Mineral Estate, hereinafter defined.

SUBJECT TO the right of the owner of the oil, gas, and other minerals from the surface down to the elevation of seven thousand (7,000) feet above mean sea level in and under said lands (the "Shallow Mineral Estate") to use so much of the surface of said lands as may be reasonably necessary or convenient for the purpose of conducting operations on the Shallow Mineral Estate or on other property; and

SUBJECT TO the right of the owner of the oil, gas, and other minerals below the elevation of seven thousand (7,000) feet above mean sea level

in and under said lands (the "Deep Mineral Estate") to use so much of the surface of said lands as may be reasonably necessary or convenient for the purpose of conducting operations on the Deep Mineral Estate or on other property; and

SUBJECT TO the right of the United States, the State of Colorado, and their representatives, including the Environmental Protection Agency (EPA) and the Colorado Department of Public Health and Environment (CDPHE) and their officers, employees, agents, contractors, and other representatives, for full and unrestricted access at all reasonable times to the Property for the purpose of conducting any response activity authorized pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, as provided in the Consent Decree and judgment by and between the Estate of Wayne E. Webster, among others as Defendant, and the EPA and the State of Colorado, as Plaintiffs, entered in Civil Action No. 99-MK-1386 (OES) in the United States District Court for the District of Colorado.

IN WITNESS WHEREOF, Grantor has executed this deed on the date first set forth above.

Janice Graham

Janice Graham,
Domiciliary Foreign
Personal Representative
of the Estate of Wayne
Edmond Webster, deceased

STATE OF COLORADO)
) ss.
County of Delta)

The foregoing document was acknowledged before me this 9th day of December, 2009, by Janice Graham, Domiciliary Foreign Personal Representative of the Estate of Wayne Edmond Webster, deceased.

Sandra K. Wilson
Notary Public

My Commission Expires:

6.9.13

SANDRA K. WILSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 06/09/2013

EXHIBIT A

CLAIM	MINERAL SURVEY NO.
Eclipse (2/3 interest)	7289
Allegany	1255
Argentine	15233
Bertha S.	1955A
Bertha S. Millsite	1955B
Black Hawk	2060
Black Hawk Extension	20568
Crown Point	76365
D.P.	1980
EBY	7066
Humboldt	15233
James G. Blain	15233
Last Chance	20567
Little Maggie	1211
Missouri	7898
Pasadena	6434
Rico	1859
Royal Tiger	1190
Wedge	20348
Wide Awake	366

Excepting the "Shallow Mineral Estate" and the "Deep Mineral Estate."

201000159952
Filed for Record in
DOLORES COUNTY, COLORADO
CARITA RANDOLPH
10-22-2010 At 03:36 pm.
LOCAT CERTF 6.25
DOC FEES .00
OR Book 394 Page 185 - 185

CERTIFICATE OF LOCATION
COLORADO LODE MINING CLAIM

KNOW ALL MEN BY THESE PRESENTS: that Outlook Resources Inc., whose address is P.O. Box 1511, Idaho Springs, Colorado, 80452, c/o Mark Levin, has located and claimed the Rico 127 Lode Mining Claim in the following section(s):

SouthWest ¼ of Section 25, Township 40 North, Range 11 West, N.M.P.M.

In Dolores County, Colorado, on the 11th **day of** October **2010**

SAID CLAIM IS A LODE CLAIM, it being situated in the above mentioned County and State, and is approximately 1500 feet long and 600 feet wide, such that 1200 feet is claimed in a EastSouthEast direction and 300 feet is claimed in a WestNorthWest direction from the point of discovery (monument of location) , at which the Certificate of Location was posted, together with 300 feet on each side of the monument of location and center line of the claim. The general course of the lode or claim is WestNorthWest and EastSouthEast.

The LEGAL DESCRIPTION of the boundaries of the claim is as follows:

Beginning at Corner No. 1, which is the most NE corner of this claim;
Thence S 22° 30' W, a distance of 600 feet to Corner No. 2, which is the most SE corner of this claim;
Thence N 67° 30' W, a distance of 750 feet to the north side center monument;
Thence continuing N 67° 30' W, a distance of 750 feet to Corner No. 3, which is the most SW corner of this claim;
Thence N 22° 30' E, a distance of 600 feet to Corner No. 4, which is the most NW corner of this claim;
Thence S 67° 30' E, a distance of 750 feet to the south side center monument;
Thence continuing S 67° 30' E, a distance of 750 feet to Corner No. 1, which is the most NE corner of this claim, being the Point Of Beginning.

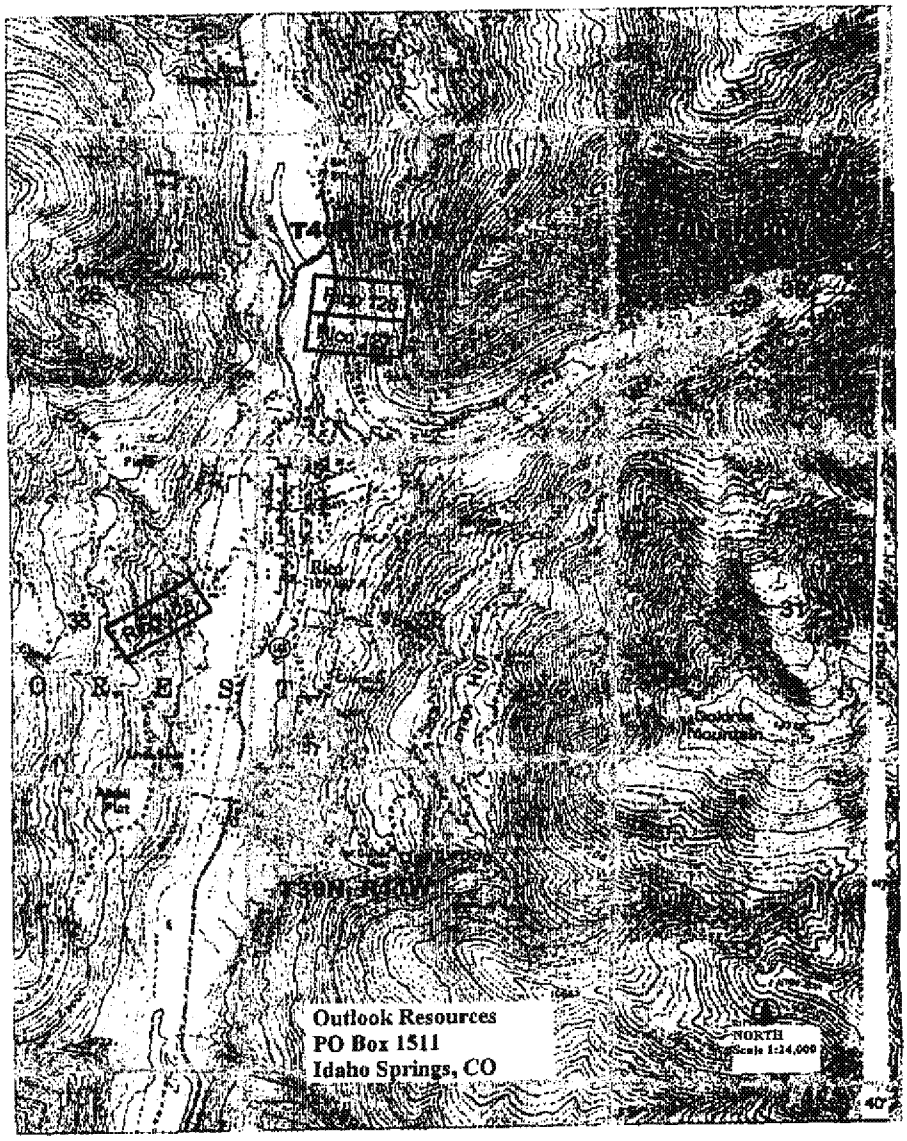
The Discovery Monument upon which this Notice of Location is Posted is located about 3,267 feet South and 1,087 feet East from the NorthWest corner of Section 25, Township 40 North, Range 11 West, N.M.P.M., Dolores, Colorado, NorthWest corner of Section 25 being a GLO brass cap monument.

The boundaries of this claim are physically marked on the ground by 2"X2"X 4' wooden posts placed at each corner, side center, and also at the location monument of this claim.

A CLAIM MAP as required by C.R.S. 34-43-106(2) is included with recordation as part of the work of location

Mark E. Levin
Agent for Outlook Resources, Inc.

201000159954
Filed for Record in
DOLORES COUNTY, COLORADO
LARITA RANDOLPH
10-22-2010 At 03:36 pm.
LODE MAP 11.00
DOC FEES .00
OR Book 394 Page 187 - 187



Ex. 6 Personal Privacy (PP)

TITLE-023

Filed for record in
Dolores County
160187
12-16-2010 At 03:55 PM
LETTER 76.00
DOC FEES 0.00
OR Book 395 Page 462
LARITA RANDOLPH
CLERK & RECORDER

MEMORANDUM OF REAL PROPERTY LOCATED IN DOLORES COUNTY, COLORADO, AND IN AND AROUND THE TOWN OF RICO, COLORADO

THIS MEMORANDUM OF REAL PROPERTY ("MEMORANDUM") is made as of December 10, 2010, by RICO RENAISSANCE LIMITED LIABILITY COMPANY ("RRen"), whose principal street address is 300 W. Colorado Ave, Suite 2A, Telluride, CO 81435, and whose principal mailing address is 11924 Fairway Lakes Dr., Suite 1, Fort Myers, FL 33913-8434.

Recitals

A. TWIN CITY DEVELOPMENT, LLC, ("Twin City"), SILVER CREEK LAND COMPANY ("Silver Creek"), BAK LLC ("BAK"), (individually, a "Member," and collectively, the Members") and other parties who are no longer Members, did make and enter into an Operating Agreement for Rico Renaissance Limited Liability Company on October 24, 1994, which was amended by a First Amendment dated October 15, 1995, and subsequent amendments (collectively, "Operating Agreement"), and

B. RRen, RICO PROPERTIES LIMITED LIABILITY COMPANY and its successors in interest ("RProp"), JJRC LLC ("JJRC"), Twin City, Silver Creek, BAK, RICO ADVISORY LIMITED LIABILITY COMPANY ("RAdvisory"), STANLEY A. FOSTER ("Foster"), and RICO LAND AND CATTLE COMPANY ("RLand") did enter into a certain Restructuring Agreement dated November 11, 1994, and subsequently amended by the parties on March 31, 1997 and by subsequent amendments (collectively, the "Restructuring Agreement"), and to which RICO HIGH ALTITUDE INVESTMENTS, LLC ("RInvestments") and RICO MOUNTAIN LIFE, LLC ("RLife") became parties, and

C. RRen, RProp, Twin City, Silver Creek, BAK, RAdvisory, Foster, RInvestments, RLife and RLand did enter into a 2007 Amendment to Restructuring Agreement and Amendment to Operating Agreement ("2007 Amendment") dated December, 2007.

D. The Operating Agreement, Restructuring Agreement and 2007 Amendment outline the rights, responsibilities, duties, obligations, and interest of the parties to such agreements in certain real property holdings located in Dolores County, Colorado ("RRen Property"), which are located in and around the Town of Rico, Colorado, and RRen desires to memorialize and record a list of the RRen Property holdings to which the parties to the Operating Agreement, Restructuring Agreement and 2007 Amendment pertain.

E. Michael L. Hines, Manager of RRen, has been duly authorized to prepare and record a list of the RRen Property in the form of this Memorandum.

NOW THEREFORE, RRen does hereby execute this Memorandum and incorporates therein the Recitals set forth above.

1. Recording of Memorandum. The undersigned hereby executes this Memorandum for recording in the real estate records in the County of Dolores, Colorado, incorporating herein by reference all the terms and conditions of the Operating Agreement, Restructuring Agreement and 2007 Amendment, including but not limited to, the provisions set forth therein whereby RRen is granted an option to purchase or otherwise direct the disposition or conveyance of that certain real property more particularly described in the Schedule of Property that is attached hereto as Exhibit A.

MH

2. Capitalized Terms No Modification of Operating Agreement, Restructuring Agreement and 2007 Amendment. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Operating Agreement, Restructuring Agreement and 2007 Amendment. Nothing contained or set forth in this Memorandum shall modify any such capitalized terms or be deemed to create or grant any rights, liabilities or obligations of or to any party or third parties other than as specifically set forth in Operating Agreement, Restructuring Agreement and 2007 Amendment. In the event of any conflict between this Memorandum and the Operating Agreement, Restructuring Agreement and 2007 Amendment, the terms and conditions of each original document shall control.

3. Binding Agreement. This Memorandum, including the above referenced option to purchase and/or direct the disposition or conveyance real property, is in full force and effect and is appurtenant to and runs with the RRen Property referenced herein and described in attached Exhibit A and all duties, privileges, obligations and liabilities contained or referenced in this Memorandum are binding upon and inure to the heirs, representatives, successors and assigns of the owners of such real property.

4. List of Real Property. A schedule of the real property that is subject to the agreements, duties, privileges, options, obligations and liabilities contained or referenced in this Memorandum is attached hereto as ***Exhibit A*** which is incorporated herein by reference as though fully set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the day and year first written above.

RICO RENAISSANCE LIMITED LIABILITY COMPANY

By: _____
Michael Hines, Manager

STATE OF GA)
) ss.
County of Fulton)

The foregoing instrument was acknowledged before me this 16th day of December, 2010, by Michael Hines, as Manager of Rico Renaissance Limited Liability Company, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 10/8/2013

Elizabeth Shimek Silber
Notary Public

ELIZABETH SHIMEK SILBER
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMM. EXPIRES 10/08/2013

MW

EXHIBIT A
LIST OF RICO RENAISSANCE REAL PROPERTY HOLDINGS LOCATED IN DOLORES COUNTY, COLORADO, IN AND AROUND THE TOWN OF RICO, COLORADO

SCHEDULE OF PROPERTIES

The following scheduled parcels of real property are owned by (or, in the case of Rico Renaissance Limited Liability Company, are subject to an option to repurchase in favor of Rico Renaissance Limited Liability Company) Rico Properties Limited Liability Company, Rico High Altitude Investments LLC, Rico Land and Cattle Co. and Rico Mountain Life LLC. The Schedule of Properties includes the common name or description of the parcel, the applicable mineral survey number and percentage of ownership. The title information contained in this Schedule of Properties was taken from title commitments provided by Alpine Title.

1. **RICO RENAISSANCE LIMITED LIABILITY COMPANY.** The following properties are subject to an option to repurchase in favor of Rico Renaissance Limited Liability Company:

Lots 1-40 inclusive, Block 10, Town of Rico, as per the plat recorded in the office of the Clerk and Recorder in Plat Book 2 at Page 8,
LESS AND EXCEPT that portion lying in or being used as Highway 145,
County of Dolores, State of Colorado.

Lots 21-40 inclusive, Block 38, Town of Rico, as per the plat recorded in the office of the Clerk and Recorder in Plat Book 2 at Page 8,
LESS AND EXCEPT that portion lying in or being used as Highway 145,
County of Dolores, State of Colorado.

2. **RICO PROPERTIES LIMITED LIABILITY COMPANY.** The following properties are owned by Rico Properties Limited Liability Company:

Property Names	Mineral Survey #/Interest
Catskill	7062/ 100%
Santa Cruz	8132/ 100%

A tract of land which is a portion of the Homestake and Little Cora Consolidated Placer, Patent No. 14903, MS 410, in Section 25, Township 40 North, Range 11 West, N.M.P.M., Dolores County, Colorado, being more particularly described as follows:

Beginning at a point which is known as Corner #1 of the M.S. 410 in Section 25, Township 40 North, Range 11 West, N.M.P.M., Dolores County, Colorado, from which U.S.L.M. #1 bears South 55 degrees 43'38" East a distance of 1,013.40 feet;
Thence North 35 degrees 29' West to Corner #2 of MS 410, a distance of 572.00 feet;
Thence North 88 degrees 47' West a distance of 32.50 feet to the C/L of the Dolores River;
Thence South 8 degrees 38' 40" West a distance of 86.34 feet along the C/L of the Dolores River;
Thence South 41 degrees 14' 30" West a distance of 50.81 feet along the C/L of the Dolores

River to the East R/W of Colorado Highway 145;
Thence South 23 degrees 29' 27" East a distance of 25.29 feet along the East R/W of Colorado Highway 145; Thence South 15 degrees 29' 27" East a distance of 71.40 feet along the East R/W of Colorado Highway 145; Thence 145.80 feet along the arc of a curve to the right with a radius of 782.24 feet, the long chord of which bears South 10 degrees 09' 03" East a distance of 145.59 feet along the East R/W of Colorado Highway 145;
Thence South 73 degrees 10' East a distance of 371.80 feet along the South line of MS 410 to the point of beginning.
LESS AND EXCEPT that portion lying in or being used as Highway 145
County of Dolores, State of Colorado.

3. **RICO HIGH ALTITUDE INVESTMENTS LLC.** The following properties are owned by Rico High Altitude Investments LLC:

Property Names	Mineral Survey#	Lots or Claims /Interest
ACREAGE (Town of Rico)		
Atlantic Cable Subdivision Tract 2		1
MINING CLAIMS — Lode Name		
Pluto	6985	1/ 100%
ABG	6726	1/100%
Aetna	1956	1/ 100%
Alta	8191	1/ 75%
Aspen	8512	1/ 100%
Avalanche	1682	1/ 100%
Big Blue	7365	1/ 100%
Black Chief	1649	1/ 100%
Black George	2485	1/ 100%
Black Night	8136	1/ 100%
Buehler	20738	1/ 100%
Burchard	8070	1/ 100%
Catalpa	918	1/ 50%
CHC	1040	1/ 93.75%
Chestnut	435	1/ 100%
Clan Campbell	1897	1/ 100%
Cobbler	5247	1/ 100%
Confidence	5895	1/ 100%
Cornucopia	11667	1/ 100%
Crebec	8130	1/ 100%
Cross	940	1/ 100%
CSHH	6286	1/ 100%
D&BB	8539	1/ 100%
Dudess	7049	1/ 100%
Durango	1441	1/ 100%
Ella D	5659	1/ 100%
Ethelena	6136	1/ 89.45%
Evening Star	7565	1/ 100%

Excelsior Millsite	1451 B	1/ 100%
Excelsior/ Excelsior No. 2	8141	2/ 100%
Falcon	2161	1/ 100%
Florence	1452A	1/ 100%
Florence Millsite	1452B	1/ 100%
General Logan	2476	1/ 100%
Golden Fleece	2281	1/ 100%
Goliath/ Little Casper/X-ray	19665	3/ 100%
Grand View	383	1/ 100%
Group Millsite	11583B	1/ 100%
H.B.	7013	1/ 66.67%
Hal Pointer/ Highland Chief/ Little George	8017	3/ 100%
Hillside/ Hillside No. 2 LESS AND EXCEPT land conveyed in Deed recorded in Book 197 at page 351	7994	2/ 100% in the remaining land
Home	8031	1/ 100%
IMP	6796	1/ 100%
Ingersoll	413	1/ 100%
Iron Cap	1428	1/ 100%
Last Chance	8622	1/ 100%
Last Chance	6512	1/ 100%
Last Chance	20388	1/ 100%
Little Bernard	6400/9	1/ 100%
Little Johnny/ Bald Eagle	10122	2/ 100%
Lone Tree	12303	1/ 100%
Lucy	1456	1/ 100%
Matchless	6739	1/ 100%
Melvina	620	1/ 100%
Merrimac	926	1/ 100%
Monarch	20387	1/ 100%
New Discovery	1461A	1/ 100%
New Discovery Millsite	1461B	1/ 100%
Pewter Dollar	8098	1/ 100%
Phoenix	362	1/ 100%
Pittsburg	941	1/ 100%
Premier	5132	1/ 100%
Princeton	2258	1/ 98.44%
Redeemer	12304	1/ 100%
Robber State	1464	1/ 100%
Roger Tichborne	7784	1/ 100%
Royal Turk	8020	1/ 100%
Selenide	7459	1/ 100%
Shamrock	5832	1/ 100%
Silver Age	5831	1/ 100%
Silver Glance 4	7976	1/ 100%
Silver Glance	6201	1/ 100%
Skeptical No. 1	1900	1/ 100%
Slide Top/ Little Jack Horner /Timberline /Tom Thumb	20740	4/ 100%
SMG	7986	1/ 100%
Snow Flake	5909	1/ 100%

MLR

Snow Flake	6216	1/ 100%
Stanley No. 3	6095	1/ 66.67%
Stephanite	7980	1/ 100%
Stoney Point	1489	1/ 100%
Sun Up	5910	1/ 100%
Syndicate (also listed under Rico Mountain Life (?)	2185A	1/ 100%
Trails End	20568	1/ 100%
Thompson	6394	1/ 100%
Uncle Ned	915	1/ 100%
Undine	1090	1/ 100%
Wabash	617	1/ 100%
Weimer	6513	1/ 100%
WL Stephans	7017	1/ 100%
Zulu	1457	1/ 100%

Atlantic Cable, MS 1136, Patent #8072 as recorded in the Office of the Dolores County Clerk and Recorder in Book 17 at page 299,
LESS AND EXCEPT land platted into the Atlantic Cable Subdivision,
ALSO LESS AND EXCEPT that portion conveyed in Book 57 at page 325,
ALSO LESS AND EXCEPT a portion of Lots 9, 28, 31 and 32, Block 20, Town of Rico,
County of Dolores, State of Colorado.

Elliott MS 1536A, Patent #9764, as recorded in the Office of the Dolores County Clerk and Recorder in Book 17 at page 115,
LESS AND EXCEPT land platted into the Atlantic Cable Subdivision,
and LESS AND EXCEPT the land granted in the Warranty Deed recorded in Book 271 at page 128-129 on October 16, 1995,
AND LESS AND EXCEPT the R.O.W. of HWY. 145
County of Dolores, State of Colorado

That part of Homestake and Little Cora Consolidated Placer, Patent No. 14903, MS 410, lying West of the Dolores River,
LESS AND EXCEPT that portion lying in or being used as Highway 145,
and LESS AND EXCEPT that portion conveyed in Quitclaim Deed recorded in Book 216 at page 326-328 on March 23, 1984,
County of Dolores, State of Colorado.

<u>Lodge Site:</u>
A portion of Tract A, Townsite of Rico according to the United States Patent for the Townsite of Rico recorded December 18, 1891 in Book 17 at page 394 with the Dolores County Clerk and Recorder, Dolores County, State of Colorado, further described as follows:
Beginning at the Southwest corner of Block 12, Town of Rico according to the Plat recorded August 16, 1893 at Reception Number 11727, Dolores County, State of Colorado;
Thence N 87°54'00" E, 116.00 feet along the Southern boundary of said Block 12 to the Southwest corner of Lot 20 of said Block 12;
Thence S 02°06'00" E, 656.37 feet along the Western boundaries of Block 28 and Block 27, Town of Rico, according to the Plat recorded August 16, 1893 at Reception Number 11727, Dolores County, State of Colorado, to a point on the Western boundary of said Block 27

from whence the Northwest corner of said Block 27 bears N 02°06'00" W, 16.37 feet;
Thence S 87°43'59" W, a distance of 53.75 feet;
Thence S 84°17'32" W, a distance of 61.57 feet;
Thence N 81°08'47" W, a distance of 20.73 feet;
Thence N 07°05'31" W, a distance of 178.39 feet;
Thence N 11°46'26" W, a distance of 74.61 feet;
Thence N 15°23'32" W, a distance of 152.46 feet;
Thence N 09°23'24" W, a distance of 118.82 feet;
Thence N 03°35'08" W, a distance of 157.38 feet to a point on the Southern boundary of Block 25, Town of Rico, according to the Plat recorded August 16, 1893 at Reception Number 11727, Dolores County, State of Colorado,
Thence N 87°54'00" E, a distance of 98.53 feet along said Southern boundary to the POINT OF BEGINNING,
Dolores County, State of Colorado.

Columbia Pile:
A portion of Tract A, Townsite of Rico according to the United States Patent for the Townsite of Rico recorded December 18, 1891 in Book 17 at page 394 with the Dolores County Clerk and Recorder, Dolores County, State of Colorado, further described as follows:
Beginning at the Southwest corner of Lot 38, Block 11, Town of Rico, according to the Plat recorded August 16, 1893 at Reception Number 11727, Dolores County, State of Colorado; Thence S 02°06'00" E, 151.74 feet to the Western boundary of the Colorado State Highway 145 right-of-way according to the Colorado State Highway PROJECT CR 58-0145-05: Thence along said Western boundary of the Colorado State Highway 145 right-of-way the following 6 courses:
1) Thence S 30°40'34" W, a distance of 24.23 feet;
2) Thence N 59°18'00" W, a distance of 16.00 feet;
3) Thence N 30°42'00" W, a distance of 411.67 feet;
4) Thence N 59°18'00" W, a distance of 24.00 feet;
5) Thence S 30°42'00" W, a distance of 160.01 feet to a point of curvature;
6) Thence Southwesterly, along the arc of a 4,123.00 feet radius curve to the right, through a central angle of 01°14'57", an arc length of 89.88 feet, the chord of which bears S 30°15'58" W, a chord distance of 89.88 feet;
Thence N 78°41'43" W, a distance of 117.82 feet;
Thence N 03°34'41" E, a distance of 61.00 feet;
Thence N 13°33'54" E, a distance of 183.71 feet;
Thence N 09°22'26" E, a distance of 86.09 feet;
Thence N 04°41'58" E, a distance of 176.80 feet;
Thence N 03°56'19" E, a distance of 197.96 feet;
Thence N 89°59'41" E, a distance of 404.90 feet to the point of beginning;
Basis of Bearing
The line between Corner 30 of said Townsite of Rico being a 2 1/2" Brass Cap on a 2" iron pipe and Corner 46 of said Townsite of Rico being a 3 1/4" Aluminum cap L.S. 29771, was measured to be N 10°05'30" E.
County of Dolores, State of Colorado.
A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows:

Beginning at corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West,

N.M.P.M., bears South 80° 50' East 225 feet distant and Corner No. 21 of Rico Townsite bears North 88° 20' East 1,123.7 feet distant and Northeast Corner of Rico Graveyard beare South 20° 57' East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 88° 20' West 59.54 feet distant; thence North 88° 20' West 608.58 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 688.1 feet North 88° 20' E East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N & M Mining Claim and Corner No. 28 of Rico Townsite bears South 2° 10' West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39° 58' West 716.22 feet distant; thence South 2° 10' West 99.50 feet to Corner No. 2 of the N & M Mining claim and Corner No. 28 of Rico Townsite; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Townsite; thence North 80° West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East Side line of Rico Graveyard; thence North 10° East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80° West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0° 36' West 275.02 feet distant; thence North 10° East 301.53 feet to Corner No. 1, the place of beginning.
Excepting or excluding any rights of way for the State Highway Department,
County of Dolores, State of Colorado.

Any and all land within a portion of Tract A, Townsite of Rico according to the United States Patent for the Townsite of Rico recorded December 18th 1891 in Book 17 at page 394 with the Dolores County Clerk and Recorder, Dolores County, State of Colorado, further described as follows;
Beginning at a point on the southern boundary of said Tract A from which Corner 30 of said Tract A bears N 80° W, 372.33 feet;
thence N12°07'10"W, a distance of 100.48 feet;
thence N03°44'10"W, a distance of 76.27 feet;
thence N13°23'37"E, a distance of 109.01 feet,
thence N31°46'10"E, a distance of 380.16 feet;
thence N31°25'10"E, a distance of 171.15 feet;
thence N07°56'50"E, a distance of 133.16 feet;
thence N07°03'58"W, a distance of 130.58 feet;
thence N17°49'37"W, a distance of 166.66 feet;
thence N41°16'56"W, a distance of 37.53 feet;
thence N53°36'42"W, a distance of 216.03 feet;
thence N02°29'27"W, a distance of 236.09 feet;
thence N16°42'25"E, a distance of 192.23 feet;
thence N42°23'15"E, a distance of 190.76 feet;
thence N36°05'39"E, a distance of 181.53 feet to Corner 4 of the Burchard Lode, Mineral Survey Number 8070, United States Patent Number 27328 located in the Pioneer Mining District, Dolores County, Colorado
thence S51°20'00"W along the line between Corner 4 to Corner 3 of said Burchard Lode to Corner 31 of said Tract A, Townsite of Rico;
Thence S 10° W along said Tract A, Townsite of Rico to Corner 30 of said Tract A, Townsite of Rico;
Thence S 80° E, 372.33 feet along the southern boundary of said Tract A, Townsite of Rico to the point of beginning;
EXPRESSLY EXCEPTING;
Those lands granted to Linda Burnette and Kevin O'Grady by Grady Leavell and Helen Leavell and described in the Warranty Deed recorded 08-31-2001 in Book 307 page 414-415 at

reception number 143937 with the Dolores County Clerk and Recorder.

Basis of Bearings

The line between Corner 30 of said Townsite of Rico being a 2 1/2" Brass Cap on a 2" iron pipe and corner 46 of said Townsite of Rico being a 3 1/4" Aluminum cap L.S. 29771, was measured to be N 10°05'30" E

County of Dolores, State of Colorado

A 0.167% interest in and to the Buckeye and Mac Mining Claim, MS 7894, Patent #24156, more particularly described as follows:

Beginning at Corner #1 of the Buckeye Lode, MS #7894, which corner is common with Corner #1 of the Mac Lode, M.S. #7894, whence the W 1/4 corner of Section 23, Township 40 North, Range 11 West, N.M.P.M. bears North 54 degrees 48' West for 1,784.2 feet;

Thence North 45 degrees East for 300.0 feet to Corner #2 of the Buckeye Lode;

Thence South 45 degrees East for 248.58 feet to the 1/6 SE Corner of the Buckeye Lode;

Thence South 45 degrees West for 300.0 feet to the SW Corner of the Buckeye Lode which corner is common with the 1/6 SE Corner of the Mac Lode, MS 7894;

Thence South 45 degrees West for 300.0 feet to the 1/6 SW Corner of the Mac Lode;

Thence North 45 degrees West for 248.58 feet to Corner #4 of the Mac Lode;

Thence North 45 degrees East for 300.0 feet to the Corner #1 of the Mac Lode the point of beginning,

County of Dolores, State of Colorado.

4. RICO LAND AND CATTLE CO. The following properties are owned by Rico Land and Cattle Co.:

Property Names	Mineral Survey	Lots or Claims
PLATTED LOTS (Town of Rico)		
Lots 23-26, Block 12		4
Lots 3 & 4 and W 60 Ft. Lots 5-20 Block 28		18

Any and all land within a portion of Tract A, Townsite of Rico according to the United States Patent for the Townsite of Rico recorded December 18th 1891 in Book 17 at page 394 with the Dolores County Clerk and Recorder, Dolores County, State of Colorado, further described as follows;

Beginning at a point on the southern boundary of said Tract A from which Corner 30 of said Tract A bears N 80° W, 372.33 feet;

thence N12°07'10"W, a distance of 100.46 feet;

thence N03°44'10"W, a distance of 76.27 feet;

thence N13°23'37"E, a distance of 109.01 feet;

thence N31°46'18"E, a distance of 380.16 feet;

thence N31°25'10"E, a distance of 171.15 feet;

thence N07°56'50"E, a distance of 133.16 feet;

thence N07°03'58"W, a distance of 130.58 feet;

thence N17°49'37"W, a distance of 186.66 feet;

thence N41°18'56"W, a distance of 37.53 feet;

thence N53°36'42"W, a distance of 216.03 feet;

thence N02°29'27"W, a distance of 236.09 feet;

thence N16°42'25"E, a distance of 192.23 feet;

thence N42°23'15"E, a distance of 190.76 feet;

thence N36°05'39"E, a distance of 181.53 feet to Corner 4 of the Burchard Lode, Mineral

Survey Number 8070, United States Patent Number 27326 located in the Pioneer Mining District, Dolores County, Colorado
thence S51°20'00"W along the line between Corner 4 to Corner 3 of said Burchard Lode to Corner 31 of said Tract A, Townsite of Rico;
Thence S 10° W along said Tract A, Townsite of Rico to Corner 30 of said Tract A, Townsite of Rico;
Thence S 80° E, 372.33 feet along the southern boundary of said Tract A, Townsite of Rico to the point of beginning;
EXPRESSLY EXCEPTING;
Those lands granted to Linda Burnette and Kevin O'Grady by Grady Leavell and Helen Leavell and described in the Warranty Deed recorded 08-31-2001 in Book 307 page 414-415 at reception number 143937 with the Dolores County Clerk and Recorder.
Basis of Bearings
The line between Corner 30 of said Townsite of Rico being a 2 1/2" Brass Cap on a 2" iron pipe and corner 46 of said Townsite of Rico being a 3 1/4" Aluminum cap L.S. 29771, was measured to be N 10°05'30" E
County of Dolores, State of Colorado

5. **RICO MOUNTAIN LIFE LLC.** The following properties are owned by Rico Mountain Life LLC:

Property Names	Mineral	Lots or Claims/ Interest
MINING CLAIMS		
Apex	11583A	1/ 100%
Barnum	7365	1/ 100%
Bed Rock	8030	1/ 100%
Bell	5811	1/ 100%
Blackcloud	8098	1/ 100%
Bourbon/ Exchequer/ Premier	5132	3/ 100%
Brittle Silver	7458	1/ 100%
Bullion	7599	1/ 100%
Caledonia	10122	1/ 100%
Cashier/ Worlds Fair	15233	2/ 100%
Castleton/ CHR/ Slide	20740	3/ 100%
Cerebus	19665	1/ 100%
Columbia Millsite	365B	1/ 100%
Confidence	1447	1/ 100%
Connecting Link	7310	1/ 100%
Contact	6586	1/ 100%
Contention #2	7565	1/ 100%
CVG	6725	1/ 100%
Dayton	2540	1/ 100%
Dayton #2	11836	1/ 100%
Devide	20668	1/ 100%
Dude	7049	1/ 100%
Elliott Millsite	1536B	1/ 100%

Enterprise	5910	1/ 100%
ERG	7013	1/ 66.67%
Eureka	6285	1/ 100%
Eureka	1880	1/ 100%
Evening Call	8029	1
Excelsior	1451 A	2/ 100%
Excelsior	8141	1
Fraction	11814	1/100%
Franklin	564	1/75%
General 00 Howard	2478	1
General Sheridan	2479	1
General Sherman	2477	1
Gertie	781	1/ 100%
Gipsy	2499	1
Golden Age	5956	1
Half Loaf/ Little George/ Little Lulu/ Lowland Chief/ Nancy Hanks/ GLP/Shehocton	8017	7/100%
Hardscrabble	8070	1/ 100%
Harvey	914	1/ 100%
HCP	7584	1/ 100%
Helen C	7977	1/ 100%
Hiawatha	6393	1/ 100%
Honduras	7843	1/ 75%
Hope	939	1/ 100%
Iron Rod	8140	1/ 100%
Isabelle	2039	1/ 100%
Kearney	5133	1/ 100%
Kitchen	5917	1/ 100%
Laura	5913	1/ 100%
Leap Year	6105	1/ 100%
Lelia Davis	1256	1/ 100%
Little Carrie	6960	1/ 100%
Lookout	1683	1/ 100%
Lota	6154	1/ 100%
Lottie	8223	1/ 100%
Maid of Australia	1587	1/ 100%
Major	384	1/ 100%
Mammoth	20500	1/ 100%
Mariquita	1450	1/ 100%
Mary	8205	1/ 100%
McIntire	12302	1/ 100%
Milan	1449	1/ 100%
Millie	7980	1/ 100%
Mountain Boy	20387	1/ 100%
Mountain Monarch	1454	1/ 100%
NA Cowdrey	6317	1/ 100%
New Year	1538	1/ 100%
Newman	436A	1/100%
Night Watch	5976	1/ 100%

said Smuggler Lode;
Thence S 86 degrees 04' W, a distance of 54.6 feet more or less to the Point of Beginning;
LESS AND EXCEPT land Conveyed in Warranty Deed recorded in Book 269 at page 317;

Tract B as described in the United States Patent for the Townsite of Rico, recorded December 15, 1891 in Book 17 at page 394 in the office of the Clerk and Recorder,
County of Dolores, State of Colorado.
EXCEPT the portions of Tract B conveyed by Rico Mountain Life, LLC in Book 303 at Page 3, Book 303 at Page 24, Book 303 at Page 330; Book 303 at Page 333; Book 303 at Page 336, Book 303 at Page 342 and Book 303 at Page 345.

Lots 2, 3 and 4, Block 11, Town of Rico, as per the plat recorded the office of the Clerk and Recorder in Plat Book 2 at Page 8,
LESS AND EXCEPT that portion lying in or being used as Highway 145, ALSO LESS AND EXCEPT the land conveyed in Deed recorded in Book 110 at Page 590.
County of Dolores, State of Colorado.

Lots 3, 4, 5 and 6, Block 30, Town of Rico, as per the plat recorded in the office of the Clerk and Recorder in Plat Book 2 at Page 8,
County of Dolores, State of Colorado.

8. Additional Properties. Additional Properties subject to Restructuring Agreement and any amendment thereto.

Property Names	Mineral Survey #	Lots or Claims
AE Arms Tract North*		1
Martha**		1
Mervin**		1
Big Strike/Independent (50%/50%)**	7601	2
Denver (50%)**	7601	1
FG Day Tract*		1
Max Boehmer Tract *		1
R G.S. Tract N & Tract A		1
RGS ROW South		1
RGS Tract South and Wye Tract*		1
Roys Tract (Less River Lodge Site)		1
Tremble Tract East		1
Winkfield Tract East		1
South Park (1/8.33%)	1563	1
Lot 4, Van Winkle Subdivision		
Eighty-Eight		1
Lot 25 and 26, Block 24		2

*Portions (200 feet on west side of the Dolores River) of the above referenced claims must be subdivided and will be donated to the Town of Rico by the Rico Companies as part of the River Corridor Park. That portion of the identified claims that is outside of the 200 foot donation area is included in the Property, except for the RGS Wye Tract, all of which has been donated to the Town of Rico. If and when the Town of Rico reconveys a portion of the AE Arms Tract South to

mlt

the applicable Rico Company, that portion shall also be included in the Property and shall be conveyed to Purchaser by quitclaim deed at or after the Closing.

**"Martha and Mervin have been conveyed to NorthRico, Inc. (NorthRico") and/or Atlantic Richfield Company ("ARCO") by Quitclaim Deeds currently being held in escrow by Alpine Title pursuant to an Escrow Instructions and Agreement executed on February 2, 2010 by and among Rico Properties, NorthRico, ARCO and Alpine Title, as Escrow Agent. Martha, Mervin, Denver and Big Strike are subject to a Memorandum of Understanding dated October 22, 2003 by and among the Town of Rico, ARCO and Rico Renaissance, and Martha and Mervin are also subject to a letter agreement dated March 10, 2005 signed by Rico Properties and concurred in by Rico Renaissance and ARCO.

7. **Unpatented Mining Claims.** The following unpatented mining claims are included in any sale transaction:

CLAIM NUMBER	CMC NUMBER
CHC6	CMC 274815
CHC7	CMC 274816
CHC8	CMC 274817
CHC9	CMC 274818
CHC10	CMC 274819
CHC11	CMC 274820
CHC12	CMC 274821
CHC13	CMC 274822
CHC14	CMC 274823
CHC15	CMC 274824
CHC16	CMC 274825
CHC17	CMC 274826
CHC18	CMC 274827
CHC19	CMC 274828
CHC20	CMC 274829
CHC21	CMC 274830
CHC22	CMC 274831
CHC23	CMC 274832
CHC24	CMC 274833
CHC25	CMC 274834
CHC26	CMC 274835
CHC29	CMC 274838
CHC30	CMC 274839
CHC31	CMC 274840
CHC32	CMC 274841
CHC33	CMC 274842
CHC34	CMC 274843
CHC35	CMC 274844
CHC36	CMC 274845
CHC37	CMC 274846
CHC38	CMC 274847
CHC39	CMC 274848

CHC40	CMC 274849
CHC41	CMC 274850
CHC42	CMC 274851

MVH 1	CMC 271713
MVH 2	CMC 271714
MVH 3	CMC 271715
MVH 4	CMC 271716
MVH 5	CMC 271717
MVH 6	CMC 271718
MVH 7	CMC 271719
MVH 8	CMC 271720
MVH 9	CMC 271721
MVH 10	CMC 271722
MVH 11	CMC 271723
MVH 12	CMC 271724
MVH 13	CMC 271725
MVH 14	CMC 271726
MVH 15	CMC 271727
MVH 16	CMC 271728
MVH 17	CMC 271729
MVH 18	CMC 271730
MVH 19	CMC 271731
MVH 20	CMC 271732
MVH 21	CMC 271733

mlt

Nora Lilley	1010	1/ 100%
Ontario	5923	1/ 100%
Paymaster	997	1/ 100%
Pelican	363	1/ 100%
Peru	1455	1/ 100%
Pigeon	665	1/62.50%
Pt of Eighty-eight (query, delete per item 7 of Schedule	7348	1
Richmond	6338	1/ 100%
Sam Patch Less and Except land conveyed in Warranty Deed recorded in Book 337 at page 372 in the records of the Dolores	8031	1/ 100% in the remaining land
Santa Clara	664	1/ 100%
Sawtooth/ Ute/ Aetna	6796	3/ 100%
Silver Belt	8020	1/ 100%
Silver Cache	1655	1/ 100%
Silver Glance/ Sliver Glance 2	6201	2/ 100%
Snow Flake	6216	1/ 100%
Song bird	6392	1/ 100%
Stanley 1	6095	1/ 66.67%
Stanley 2	6095	1/ 83.33%
Star	6199	1/ 100%
Star Route	5970	1/ 100%
Swansea	434	1/ 100%
Syndicate (also listed under Rico High Altitude	2185 A	1
Telegraph	780	1/ 100%
Tip Top	1248	1/ 100%
Triangle	20739	1
Triangle	20347	1/ 100%
Vestal	6252	1/ 100%
Yanky Boy Less and Except land conveyed in Warranty Deed recorded in Book 197 at page 351 and in Book 197 at Page 353 in records of the Dolores County Clerk and	6969	1/100% in the remaining land
Yellow Jacket	364	1/ 100%
Zona K	8228	1/ 100%

A portion of the Smuggler Lode, Patent No. 18913, Mineral Survey No. 5912, Pioneer Mining District,
Dolores County, Colorado, further described as follows:
Beginning at Corner 5 of said Smuggler Lode; Thence N 90 degrees 00' 00" W, a distance of 787.7 feet to Corner 4 of said Smuggler Lode;
Thence N 17 degrees 02' W, a distance of 313.8 feet to Corner 3 of said Smuggler Lode;
Thence S 90 degrees 00' 00" E along Line 3-2 of said Smuggler Lode, a distance of 837.6 feet more or less to the intersection with Line 4-1 of the Riverside Lode, Mineral Survey No. 590, Pioneer Mining District;
Thence S 61 degrees 54' 08" E along Line 4-1 of said Riverside Lode, a distance of 99.0 feet more or less to the West line of Block 18, Town of Rico, said Block 18 being depicted on the plat of the Town of Rico recorded August 16, 1893 at Reception No. 11727 and on the plat recorded December 6, 1977 in Book 174 at page 253;
Thence S 02 degrees 06' 00" E along the West line of said Block 18 and along the southerly projection of the West line of Block 18 a distance of 244.1 feet more or less to Line 5-6 of

201100160347
Filed for Record in
DOLORES COUNTY, COLORADO
LARITA RANDOLPH
02-08-2011 At 09:08 am.
LOCAT CERTF 6.25
DOC FEES .00
OR Book 396 Page 479 - 479

CERTIFICATE OF LOCATION
COLORADO LODE MINING CLAIM

KNOW ALL MEN BY THESE PRESENTS: that Outlook Resources Inc., whose address is P.O. Box 1511, Idaho Springs, Colorado, 80452, c/o Mark Levin, has located and claimed the Rico 127 Lode Mining Claim in the following section(s):

SouthWest ¼ of Section 25, Township 40 North, Range 11 West, N.M.P.M.

In Dolores County, Colorado, on the 10TH **day of** JAN**, 2011**

SAID CLAIM IS A LODE CLAIM, it being situated in the above mentioned County and State, and is approximately 1500 feet long and 600 feet wide, such that 1200 feet is claimed in a EastSouthEast direction and 300 feet is claimed in a WestNorthWest direction from the point of discovery (monument of location) , at which the Certificate of Location was posted, together with 300 feet on each side of the monument of location and center line of the claim. The general course of the lode or claim is WestNorthWest and EastSouthEast.

The LEGAL DESCRIPTION of the boundaries of the claim is as follows:

Beginning at Corner No. 1, which is the most NE corner of this claim;
Thence S 22 30' W, a distance of 600 feet to Corner No. 2, which is the most SE corner of this claim;
Thence N 67 30' W, a distance of 750 feet to the north side center monument;
Thence continuing N 67 30' W, a distance of 750 feet to Corner No. 3, which is the most SW corner of this claim;
Thence N 22 30' E, a distance of 600 feet to Corner No. 4, which is the most NW corner of this claim;
Thence S 67 30' E, a distance of 750 feet to the south side center monument;
Thence continuing S 67 30' E, a distance of 750 feet to Corner No. 1, which is the most NE corner of this claim, being the Point Of Beginning.

The Discovery Monument upon which this Notice of Location is Posted is located about 3,267 feet South and 1,087 feet East from the NorthWest corner of Section 25, Township 40 North, Range 11 West, N.M.P.M., Dolores, Colorado, NorthWest corner of Section 25 being a GLO brass cap monument.

The boundaries of this claim are physically marked on the ground by 2"X2"X 4' wooden posts placed at each corner, side center, and also at the location monument of this claim.

A CLAIM MAP as required by C.R.S. 34-43-106(2) is included with recordation as part of the work of location

Cary C Crane
Agent for Outlook Resources, Inc.

201100160360
Filed for Record in
DOLORES COUNTY, COLORADO
LARITA RANDOLPH
02-08-2011 At 09:08 am.
LOCAT CERTF 6.25
DOC FEES .00
OR Book 396 Page 492 - 492

CERTIFICATE OF LOCATION
COLORADO LODE MINING CLAIM

KNOW ALL MEN BY THESE PRESENTS: that Outlook Resources Inc., whose address is P.O. Box 1511, Idaho Springs, Colorado, 80452, c/o Mark Levin, has located and claimed the RNH 15 Lode Mining Claim in the following section(s):

South East ¼ of Section 25, Township 40 North, Range 11 West, N.M.P.M.,
NorthEast ¼, of Section 36, Township 40 North, Range 11 West, N.M.P.M.

In Dolores County, Colorado, on the 11th **day of** Jan **, 2011**

SAID CLAIM IS A LODE CLAIM, it being situated in the above mentioned County and State, and is approximately 1500 feet long and 600 feet wide, such that 1350 feet is claimed in a NorthWest direction and 150 feet is claimed in a SouthEast direction from the point of discovery (monument of location) , at which the Certificate of Location was posted, together with 300 feet on each side of the monument of location and center line of the claim. The general course of the lode or claim is NorthWest and SouthEast.

The LEGAL DESCRIPTION of the boundaries of the claim is as follows:

Beginning at Corner No. 1, which is the most NorthWestern corner of this claim;

Thence S 61° 54′ E, a distance of 750 feet to the North Side Center monument;
Thence continuing S 61° 54′ E, a distance of 750 feet to Corner No. 2, which is the most NorthEasterly corner of this claim;
Thence S 28° 06′ W, a distance of 600 feet to Corner No.3, which is the most SouthEasterly corner of this claim;
Thence N 61° 54′ W, a distance of 750 feet to the South Side Center monument;
Thence continuing N 61° 54′ W, a distance of 750 feet to Corner No. 4, which is the most SouthWesterly corner of this claim,
Thence N 28° 06′ E, a distance of 600 feet to Corner No. 1, which is the most NorthWesterly corner of this claim, being the Point Of Beginning.

From Corner No. 1 of the RNH 15 the NW corner of Section 1, T39 N, R11W bears S 30° 56′ 30″ W a distance of 6207.252′.

The boundaries of this claim are physically marked on the ground by 2"X2"X 4' wooden posts placed at each corner, side center, and also at the location monument of this claim.

A CLAIM MAP as required by C.R.S. 34-43-106(2) is included with recordation as part of the work of location

Cary C Crane
Agent for Outlook Resources, Inc.

201100160363
Filed for Record in
DOLORES COUNTY, COLORADO
LANITA RANDOLPH
02-08-2011 At 09:08 am.
LOCAT CERTF 6.25
DOC FEES .00
OR Book 396 Page 495 - 495

CERTIFICATE OF LOCATION
COLORADO LODE MINING CLAIM

KNOW ALL MEN BY THESE PRESENTS: that Outlook Resources Inc., whose address is P.O. Box 1511, Idaho Springs, Colorado, 80452, c/o Mark Levin, has located and claimed the RNH 18 Lode Mining Claim in the following section(s):

NorthWest ¼ of Section 31, Township 40 North, Range 10 West, N.M.P.M.,
NorthEast ¼, of Section 36, Township 40 North, Range 11 West, N.M.P.M.

In Dolores County, Colorado, on the 11th day of Jan, 2011

SAID CLAIM IS A LODE CLAIM, it being situated in the above mentioned County and State, and is approximately 1500 feet long and 600 feet wide, such that 150 feet is claimed in a NorthWest direction and 1350 feet is claimed in a SouthEast direction from the point of discovery (monument of location) , at which the Certificate of Location was posted, together with 300 feet on each side of the monument of location and center line of the claim. The general course of the lode or claim is NorthWest and SouthEast.

The LEGAL DESCRIPTION of the boundaries of the claim is as follows:

Beginning at Corner No. 1, which is the most NorthWestern corner of this claim;

Thence S 61° 54′ E, a distance of 750 feet to the North Side Center monument;
Thence continuing S 61° 54′ E, a distance of 750 feet to Corner No. 2, which is the most NorthEasterly corner of this claim;
Thence S 28° 06′ W, a distance of 600 feet to Corner No.3, which is the most SouthEasterly corner of this claim;
Thence N 61° 54′ W, a distance of 750 feet to the South Side Center monument;
Thence continuing N 61° 54′ W, a distance of 750 feet to Corner No. 4, which is the most SouthWesterly corner of this claim,
Thence N 28° 06′ E, a distance of 600 feet to Corner No. 1, which is the most NorthWesterly corner of this claim, being the Point Of Beginning.

From Corner No. 1 of the RNH 18 the NW corner of Section 1, T39 N, R11W bears S 44° 21′ 21″ W a distance of 6457.834′.

The boundaries of this claim are physically marked on the ground by 2"X2"X 4' wooden posts placed at each corner, side center, and also at the location monument of this claim.

A CLAIM MAP as required by C.R.S. 34-43-106(2) is included with recordation as part of the work of location

Cary C Crane
Agent for Outlook Resources, Inc.

201100150364
Filed for Record in
DOLORES COUNTY, COLORADO
LARITA RANDOLPH
02-08-2011 At 09:00 am.
LOCAT CERTF 6.25
DOC FEES .00
OR Book 396 Page 496 - 496

CERTIFICATE OF LOCATION
COLORADO LODE MINING CLAIM

KNOW ALL MEN BY THESE PRESENTS: that Outlook Resources Inc., whose address is P.O. Box 1511, Idaho Springs, Colorado, 80452, c/o Mark Levin, has located and claimed the RNH 19 Lode Mining Claim in the following section(s):

Northwest ¼ of Section 31, Township 40 North, Range 10 West, N.M.P.M.,
NorthEast ¼, of Section 36, Township 40 North, Range 11 West, N.M.P.M.

In Dolores County, Colorado, on the 11th day of Jan, 2011

SAID CLAIM IS A LODE CLAIM, it being situated in the above mentioned County and State, and is approximately 1500 feet long and 600 feet wide, such that 150 feet is claimed in a NorthEast direction and 1350 feet is claimed in a SouthWest direction from the point of discovery (monument of location), at which the Certificate of Location was posted, together with 300 feet on each side of the monument of location and center line of the claim. The general course of the lode or claim is NorthEast and SouthWest.

The LEGAL DESCRIPTION of the boundaries of the claim is as follows:

Beginning at Corner No. 1, which is the most NorthWestern corner of this claim;

Thence S 61° 54' E, a distance of 600 feet to Corner No. 2, which is the most NorthEasterly corner of this claim
Thence S 28° 06' W, a distance of 750 feet to the East Side Center monument;
Thence continuing S 28° 06' W, a distance of 750 feet to Corner No. 3, which is the most SouthEasterly corner of this claim;
Thence N 61° 54' W, a distance of 600 feet to Corner No.4, which is the most SouthWesterly corner of this claim;
Thence N 28° 06' E, a distance of 750 feet to the West Side Center monument;
Thence continuing N 28° 06' E, a distance of 750 feet to Corner No. 1, which is the most NorthWesterly corner of this claim, being the Point Of Beginning.

From Corner No. 1 of the RNH 19 the NW corner of Section 1, T39 N, R11W bears S 54° 43' 44" W a distance of 7379.865'.

The boundaries of this claim are physically marked on the ground by 2"X2"X 4' wooden posts placed at each corner, side center, and also at the location monument of this claim.

A CLAIM MAP as required by C.R.S. 34-43-106(2) is included with recordation as part of the work of location

Cary C Crane
Agent for Outlook Resources, Inc.

169

IN THE DISTRICT COURT IN AND FOR
THE COUNTY OF DOLORES
STATE OF COLORADO

Civil Action No. 831

58669

STATE OF COLORADO
COUNTY OF DOLORES } ss
I hereby certify that this ...
Record at 15 o'clock ... 16
1957 in my office, and ... 75
Page 169
RECORDER

RICO ARGENTINE MINING COMPANY,

Plaintiff

-vs-

D E C R E E

ST. LOUIS SMELTING & REFINING CO., J. M. ACKER, also known as JACOB M. ACKER, L. ALFAST, A. P. ADAMS, ALSO KNOWN AS ALONZO P. ADAMS, H. B. ADSIT, PHILIP ARGALL, A. E. ARMS, E. B. ADAMS, JOHN W. BURTON, JOHN T. BARLOW, MAX BOEHMER, FRED BIETCHER, JOHN BISSELL, LEET W. BISSELL, OWEN F. BOYLE, W. H. BEAN, A. B. BRYDON, GEORGE C. BUCHANAN, JR., ALBERT BETTINGER, EDWARD BAER, JR., A. W. BEGOLE, also known as AUGUSTUS W. BERGOLE, GEORGE H. BRASFIELD, OELLA S. BILLINGS, ROBERT BILLINGS, W. R. BRASFIELD, A. B. BROUGHTON, T. WALTER BEAM, THEODORE BARLOW, J. R. BROWN, also known as JOHN R. BROWN, MICHAEL BOSWORTH, E. F. BULL, NELSON J. BRADLEY, also known as N. J. BRADLEY, J. T. BURNS, ISABELLE A. BROWN, W. C. BROWN, CHAS. A. BLOCK, WILLIAM C. BOONE, J. W. BAILEY, also known as JOHN W. BAILEY, F. T. BENNETT, C. C. BARCLAY, EDWARD BAER, EDWARD BAER, SR., J. E. BROWN, SIMON B. BLUMENTHAL, PAUL BEFFORT, W. H. BENNETTS, S. P. BISHOP, also known as SAM'L. P. BISHOP, WILLIAM WADE BEEBE, ELIZABETH A. BARBER, CARL BRANDTE, MARTHA E. BURNS, J. W. BURNS, GEORGE S. BARLOW, DOUGLAS I. V. BROWNE, MILES S. CORBETT, MATHEW T. CHESTNUT, also known as M. T. CHESTNUT, JNO. E. CARR, H. J. CALDWELL, CRIS COGAN, also known as CHRISTOPHER COGAN, JOHN C. CLARK, C. H. CARPENTER, GEORGE E. COLLINS, CLARA M. CONNAN, J. J. COHNAN, also known as JOHN J. CONNAN, JULIA CLARK, A. J. CLARK, M. V. CLARK, EDWARD T. CARNAHAN, MARY K. CARNAHAN, FORREST B. CARNAHAN, also known as FOREST B. CARNAHAN, W. J. COX, MINNIE CAHN, JOSEPH CASTELLO, JOHN W. CROOKE, JR., EMMA S. CORNING, J. R. CROOKE, also known as JACOB R. CROOKE, PERRY COX, WILLIAM CAHN, J. J. COHNEN, E. J. COHNAN, also known as EDWARD J. COHNAN, ANNIE E. CAMPBELL, MATTIE COOPER, E. L. DAVIS, also known as EDWIN L. DAVIS, ROBERT H. DRENNAN, also known as R. H. DRENNON, MARY DIXON, JOHN T. DOLAN, also known as JOHN T. DOLANE, DAVID I. DAVIS, DAVID R. DAVIS, also known as D. R. DAVIS, ANNA DAVIS, H. R. DOANE, D. M. DAVIS, W. H. DERBY, CHARLES F. DEAN, R. C. DARLING, also known as ROBERT C. DARLING, ROBERT DUNLAP, O. J. DAVIS, T. A. DAVIS, HANNAH DRISCOLL, W. T. DENISON, also known as W. T. DENNISON, MAGGIE DEWNEY, F. A. W. DAY, also known as FRED A. W. DAY, F. G. DAY, also known as FRANK G. DAY, FRANCIS G. DAY and FRANCIS GEORGE DAY, JOHN EDER, DOMENICK ENGLISH, DANIEL B. ELLIS, CASPER ELISON, C. M. ELLENWOOD, E. H. ELLENWOOD, SAMUEL FLEMING, G. E. FRENCH, JAMES M. FORD, S. R. FITZGARRAID, also known as S. R. FITZGERRAID, T. A. FERNEDING, JOHN FRASER, MRS. G. FILLINBERG, KATHERINA FASSBINDER, HENRY C. FROST, JAMES FINDLEY, GEORGE L. FISHER, JOSEPH W. GILLULY, also known as J. W. GILLULY, HERMAN

TITLE-030

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P. GOEBEL, D. D. GREGORY, GEORGE O. GILBERT, also known as GEO. O. GILBERT, EMMA R. GRAVES, CHARLES H. GREEN AMBROSE GUTMAN, also known as AMBROSE GUTMANN and AMBROS GUTMAN, A. V. MORIA, CHARLES GREEN, W. S. GREEN, T. R. GRIGSBY, GUST G. GIAMBONI, RICHARD GAWRY, GRIGSBY AND HALL, C. V. GRAVES, G. N. GALBRAITH, MARY GALBRAITH, MARY ELLA GALBRAITH, G. N. GALBRAITH, W. GRIGSBY, G. B. GARRISON, L. F. HI L, also known as LOUIS FRANKLIN HILL, MINNIE PELLET HILL, E. H. HACKE T, also known as ED. H. HACKETT, A. T HATHAWAY, MARY A. F. HAYES, HENRI HENSEL, IDA HERR, W. L. HULL, EMMA HACKETT, T. W. HAMMOND, also known as T. W. HAMMOND, HENRY HASS, MRS. OTTO HEINEK, CHARLES HUMASTON, T. HEIBERLE, A. HERZINGER, also known as ADAM G. HERZINGER, AGNES G. HERZINGER, FREDERICK H. HERZINGER, WILLIAM E. HERZINGER, ELEONORA A. HERZINGER, HELLIE HELIE HERZINGER, LOUIS HABERMAN, A. W. HUDSON, ROBERT HOWELL, ELLA HALL, JOSEPH HENRY, PETER HANSEN, also known as P. L. HANSEN, WILLIAM V. HODGES, WILLIAM V. HODGES, JR., JOSEPH G. HODGES, ELLA T. HAPEMAN, DOUGLAS HAPEMAN, CHESTER HARD, DAVID HAYDON, also known as D. HAYDEN and DAVID HAYDEN, W. A. HENDRICKS, ALBERT O. HEADLEY, also known as A. O. HEADLEY, G. W. HUNTER, also known as GEO. W. HUNTER, LOUISE HABERMAN, CAROLINE HABERMAN, JACOB HILBER, NICHOLAS HUNT, ALVENE HURLEY, GEO. HANDEN, JOSIAH HICKS, H. W. HANLEY, J. M. HALL, FRANK W. INGERSOLL, GEORGE W. INGERSOLL, GEORGE H. INGERSOLL, WILLIAM IRVING, JENNIE IRVING, E. T. JEFFREY, also known as EDWARD T. JEFFREY, CHARLES A. JOCHEMS, JOHN P. JONES, SAMUEL JAMES, NATHAN KIGER, LILLIE GRACE KAUFFMAN, formerly LILLIE GRACE HILL, GEORGE W. KRAMER, also known as G. W. KRAMER, JOHN KINKAID, OTTO KOSTER, J. F. KELLY, also known as JAY F. KELLY and JAY F. KELLY, AUGUST KRILLE, also known as A. KRILLE, L. KING, CLAIRE M. KERNE, also known as CLAIRE M. KEEN, ESTELLA GING-MARS KRAMER, ESTELLA T. A. KRAMER, FRANK J. KORNIG, G. D. KIMMEAR, J. B. KILLIP, HENRY KLINGENDER, JIM KIPP, NICK KIPP, G. S. KEPLINGER, JOHN KNOLL, MARGARET LEWIS, F. R. LEWIS, also known as FRANK R. LEWIS, W. T. LAMBERT, R. F. LYNE, JOHN DE LAMARTA, G. R. LONG, DWIGHT LONG, L. H. LARSEN, MARION LAY, J. A. LAWSON, also known as JACOB A. LAWSON, A. H. MUNDER, also known as ALFRED H. MUNDER, FEDA MUNDER, M. A. MULLINS, EDITH McCLOSKEY, JAMIE McCLOSKEY, M. J. McCLOSKEY, JOHN M. MAY, D. A. McGRAW, THOMAS F. MASON, HARRY McLAUGHLIN, IRA T. HUNN, W. C. MITCHELL, J. F. McLURE, T. E. McNAMARA, JOSEPH MEYER, OTTO MEARS, BERNHARDT MEYER, WILLIAM McCORMICK, JOSEPH MEREDITH, JOHN McCASEY, HERBERT W. L. MAY, FANNIE C. MEREY, JOHN G. MORRISON, A. J. MATTSON, H. O. MONTAGUE, WILLIAM J. MULHOLLAND, also known as WM. J. MULHOLLAND, JOSEPH MUND, GERTRUDE MEYER, also known as MRS. GERTRUDE MEYERS, A. MIDON, JOHN P. MEEHAN, ISAAC A. MARTIN, also known as I. A. MARTIN, JOHN W. MORRISON, F. A. MORIATY, J. G. McCLAIN, D. J. McCARTHY, also known as D. J. McCARTY, THOMAS MURRAY, also known as T. A. MURRAY and THOS. A. MURRAY, T. A. MURRAY, ESTATE, DONALD McINTYRE, B. F. MAGUIRE, R. S. MORRISON, also known as ROBERT S. MORRISON, DAVID H. MOFFAT, JOHN H. MOUNHAM, WILLIAM B. NORTON, CHARLES NEWMAN, MARIAN L. NEWMAN, C. P. NUTTER, WILLIAM NORWOOD, ROSS E. NIXON, ESTATE OF JENNIE NIXON, Deceased, also known as JEANNIE NIXON, JOHN Q. A. NORTON, EMMETT NUTTER, L. L. NUNN, JOHN O'KEEFE, DAVID OWEN, JOHN WALTER OHL, EUGENE D. O'REILLY, WALTER OHLENBAUGH, GIOVANNI OBERTO, W. M. PELLET, M. J. POINDEXTER, J. O. PACKER, also known as JOHN O. PACKER, JAMES A. PULLIAM, ROBERT L. PELLET, B. M. PICKER, O. J. PENCE, LAFE PENCE, A. PARSELL, W. W. PARSHALL, also known as WESLEY W. PARSHALL, WM. J. PALMER, also known as W. J. PALMER, L. PHILIPPI, WARNER K. PATRICK, AT [illegible], SERAPHINA PISKO, JAMES C. PARRISH, H. R. PAYNE, also known as HENRY R. PAYNE, WILLIAM E. PARSONS, H. D. PRINGLE, JAMES S. PECK, ELIZABETH E. PELLET, CHARLES C. PARSONS, GEO. W. PORTER, S. A. PRICE, MRS. H. L. QUINN, J. W. ROBIN, CLINTON D. RAY, C. D. ROBINSON, F. W. RAYMOND, F. W. REED, C. H. RAWLES, FERNANDO ROYS, CHARLES ROBSON, D. L. RATTICK, also known as D. L. RATTEK, J. A. ROBINSON, E. B. ROBINSON, ALBERT B. ROEDER, also known as A. B. ROEDER, FRED W. REED, EUNICE REMINGTON, FRANK W. ROSS, GOTTFRIED RUF, C. C. RUNNER, EVERETT RIDER, WILLIAM B. RIDER, LOUISA C. RHULAND,

DAVID H. RITCEY, H. W. ROKUE, L. V. ROSSER, FRANK W. ROSS, CHARLES W. RAYMOND, B. W. RITTER, CARRIE ROHDE, CHARLES W. ROHDE, also known as CHAS. W. ROHDE and C. W. ROHDE, MARGARET RYAN, JAMES G. REVEIER, SARAH V. ROHDE, LIMAN R. ROSS, P. A. RICE, also known as PHILELIAN A. RICE, WM. STEWART, ANGUS SMITH, D. A. SYKES, WILLIAM L. STEPHENS, EDNA SHEETS, WILLIAM STORY, E. P. SUYDAM, JOHN J. SCHALL, M. H. SAWYER, C. H. STEKIE, DAVID SWICKHIMER, E. J. SIRRELL, N. E. SLAYMAKER, P. K. SCOTT, J. F. STEPHENSON, WILL J. SCOTT, LAURA D. SWICKHIMER, W. E. SO RELLE, ERNEST STORK, CLINTON B. SMITH, MICHAEL SCHINDELMEYER, THOMAS S. SMYTHE, also known as T. S. SMYTHE, WM. H. SHELDON, G. L. SHELDON, also known as GEO. L. SHELDON, HENRY L. SCOTT, HENRY STANLEY, HENRY C. SMITH, J. J. SULLIVAN, C. F. SAUNDERS, C. E. STONE, W. M. SHERRY, ANNIE L. SWICKHIMER, ALBERT C. STAMPFEL, JULIUS THOMPSON, LOTTIE A. THOMPSON, G. W. TROWBRIDGE, E. B. THOMAS, J. THOMAS, E. A. THAYER, also known as ELMER A. THAYER, F. L. THOMPSON, also known as FITHR L. THOMPSON, V. C. TIMSON, EDWIN M. TABOR, JIM TATE, also known as JIM TATY, CHARLES VOGT, W. B. VATES, W. B. VAN ATTA, also known as W. B. VANATTA, FENNO WAKEMAN, also known as F. WAKEMAN, ETHEL J. WAKEMAN, T. R. WILLIAMS, CHRIS F. WICKMAN, also known as CHRIS F. WICKMANN, EMILE WERK, W. D. WALBRIDGE, ALMA WOOD, FRANK WORTHING, STANLEY M. WALKER, JOSEPH H. WOODRUFF, THOMAS WILLIAMS, W. D. HEMS, C. D. WORRELL, W. A. WILLIAMS, also known as WILLIAM A. WILLIAMS, BENJAMIN F. WAGGONER, L. F. WILMERS, also known as L. F. WILMER, M. A. WOOD, JAMES WEST, WILLIAM WESTON, FRANK O. WOOD, ELLEN WOODS, SEYMOUR WARNER, J. W. WINKFIELD, MINA WYLIER, KENNETH M. HAMS, V. P. YEAGER, also known as VICTOR P. YEAGER, LEOPOLD ZIMMERMAN, AMERICAN NATIONAL BANK OF PUEBLO, COLORADO, A. MONTGOMERY AND COMPANY, CYRUS EATON & CO., CHESTNUT REALTY CO., P. C. GUILBERTSON AND COMPANY, ED. SCHIFFER AND CO., NORTHWESTERN TRUST COMPANY, FALCON LEAD MINING COMPANY, INTER-NATIONAL SMELTING AND REFINING COMPANY, PELLETRE MINING AND MILLING COMPANY, SWANSEA GOLD AND SILVER MINING COMPANY, RICO COALITION MINING COMPANY, RICO CARBONATE TUNNEL COMPANY, THE AMERICAN NATIONAL BANK OF DENVER, COLORADO, THE ATLANTIC CABLE CONSOLIDATED MINING COMPANY, THE BLACK HAWK CONSOLIDATED MINING COMPANY, THE BLACK HAWK MINING COMPANY, THE COLORADO HARDWARE COMPANY, THE CONSOLIDATED RICO MINING AND MILLING COMPANY, THE DENVER METAL AND MACHINERY COMPANY, THE DENVER HOTEL CO., LIMITED, A Corporation, THE DEEP SHAFT MINING CO., THE DIXON INVESTMENT COMPANY, A Corporation, THE DOLORES VALLEY MINING COMPANY, THE ENTERPRISE MINING COMPANY, THE FAIRBANKS MERSE COMPANY, THE FAIRBANKS-MORSE & CO., THE FIRST NATIONAL BANK OF DURANGO, COLORADO, THE FIRST NATIONAL BANK OF OURAY, COLORADO, THE FIRST NATIONAL BANK OF RICO, COLORADO, THE FRANK HOWARD MANUFACTURING COMPANY, THE GRAND BUSH MINING COMPANY, THE GRAND VIEW MINING COMPANY, THE GRAND VIEW MINING AND SMELTING COMPANY, THE INTERNATIONAL SMELTING & REFINING CO., THE IRON DOLLAR SILVER MINES COMPANY, THE IRVIN DAVIS MINING COMPANY, THE INTERNATIONAL TRUST COMPANY, THE MARQUETTE MINING COMPANY, THE MARES CONSOLIDATED MINING COMPANY, THE MINERAL DEVELOPMENT COMPANY, THE NEW YORK TRUST COMPANY, THE PRO PATRIA MINING AND MILLING COMPANY, THE PELLETRE MINING AND MILLING COMPANY, THE MESOLITE MINING COMPANY, THE RICO ASPEN CONSOLIDATED MINING COMPANY, THE RICO ASPEN MINING COMPANY, THE RICO ENTERPRISE MINING COMPANY, THE RICO FORREST MINING COMPANY, THE RICO ORE AND CITY TRANSFER COMPANY, THE RICO HARDWARE COMPANY, THE RICO MINING COMPANY, THE RICO MINING AND REDUCTION CO., THE RICO MINING LIGHT AND POWER CO., THE RICO PASADENA MINING COMPANY, THE RICO REX MINES COMPANY, THE RICO STATE BANK, THE RICO SMELTING & REFINING CO., THE RICO TOMBSTONE MINING COMPANY, THE RICO WELLINGTON MINING COMPANY, THE RIO GRANDE SOUTHERN RAILROAD COMPANY, THE ST. LOUIS SMELTING AND REFINING COMPANY, THE STRUBY ESTABROOK MERCANTILE COMPANY, THE SYNDI-CATE MINING AND MILLING COMPANY, THE UNCLE SAM MINING COMPANY, THE UNITED RICO MINES COMPANY; IRMA D. MORRIS, as County Clerk and Recorder of Dolores County, Colorado, IRMA D. MORRIS, as Registrar of titles of Dolores County, Colorado, HAZEL A. BRYANT, as Treasurer of Dolores County, Colorado, HAZEL A. BRYANT, as Public Trustee of Dolores County, Colorado, HONER R. PEUCE, as Secretary of State of the State of Colorado, FRANK E. GOLDY, as State Bank Commissioner of the State of Colorado, BOARD OF COUNTY COMMISSIONERS of the County of Dolores, State of Colorado, CLINTON B.

SMITH and HENRY OBENDORFER, Individually and as Trustees for the use and benefit of DAVID SWICKHIMER, ANNIE L. SWICKHIMER and THE RICO STATE BANK, CHARLES HENKEL, individually and as Guardian of the Estates of FREDERICK H. HERZINGER, WILLIAM E. HERZINGER, ELEONORA A. HERZINGER and NELLIE BELLE HERZINGER, minor children of ADAM G. HERZINGER, Deceased, GEORGE E. HICKS, Individually and as Trustee in Bankruptcy of THE RICO MINING COMPANY, ALBERT O. HEADLEY, JR., MARY A. HEADLEY and JANE E. HEADLEY, individually and as heirs and devisees of ALBERT O. HEADLEY, Deceased, RICHARD W. HOCKADAY and JOHN B. KILLGORE, individually and doing business as HOCKADAY & KILLGORE, HENRY GODET, individually and as Trustee in Bankruptcy of THE UNITED RICO MINES COMPANY, A. D. DE MASTERS, individually and as Assignee for the creditors of FILER L. THOMPSON, F. L. IDDIEAUM, as Trustee for the use of SEYMOUR WARREN, H. CAHN, As Administrator of the Estate of D. J. McCarthy, Deceased, S. F. CRAWFORD as Trustee for the use of AMERICAN NATIONAL BANK OF PUEBLO, COLORADO, HENRY FORD as Trustee for the use of JAMES S. PECK, L. S. DICKINSON, as Trustee for the use of GRIGSBY & HALL, HENRY KLIPPENDER, as Executor of the Estate of PAUL BEFFORT, Deceased, JOHN LITTLE as Trustee for the use of THE RICO STATE BANK, C. F. MIDDAUGH, as Trustee for the use of the creditors of F. A. MORIATY, THOMAS F. NEELY, as Trustee for the use of DAVID SWICKHIMER, W. W. PARSHALL as Trustee for the use of THE RICO STATE BANK, M. N. SAWYER, as Administrator of the estate of NICHOLAS HUNT, Deceased, LLOYD C. SHEETS, as Trustee for the use of SWANSEA GOLD AND SILVER MINING COMPANY, E. A. THAYER, as Trustee for the use of MAGGIE DEWNEY, F. L. THOMPSON, as Trustee and THOMAS C. YOUNG, as successor Trustee for the use of GEORGE S. BARLOW, JULIUS THOMPSON as Trustee for the use of JACOB M. ACKER, THE ESTATE AND UNKNOWN HEIRS OF G. E. HUNTER, Deceased, SUZANNE BEFFORT, XAVIER BEFFORT and ALEX BEFFORT, individually and as heirs of PAUL BEFFORT, Deceased, L. F. HILL, F. ROYS, and WILLIAM DAVIDSON as Trustees of the PEOPLES CHURCH OF THE TOWN OF RICO, LOUISE SCHIFFERER, formerly, LOUISE HABERMANN, also known as LOUISE HABERMAN, CAROLINE H. HOFFITT, formerly CAROLINE H. HABERMANN, also known as CAROLINE L. HABERMAN, and LOUIS HABERMANN, also known as LOUIS HABERMAN, individually and as heirs of LOUIS HABERMAN, Deceased, CASPER W. ROHDE, individually and as successor in interest to CHARLES W. ROHDE, CLAIRE M. KEENE, individually and as successor in interest to FALCON LEAD MINING CO., ELIZABETH PELLET and ROBERT L. PELLET, individually and as agents for CLAIRE M. KEENE, individually and as successor in interest to FALCON LEAD MINING CO., M. J. McCLOSKEY, Trustee, A. SHEARD, V. J. KRAFT and H. H. DAWSON as Trustees for the use of the depositers and creditors of DAVID SWICKHIMER and the bank of DAVID SWICKHIMER, Banker, E. J. DEIS, also known as EDWARD J. DEIS, As Assignee, and GEORGE O. GILBERT, as Successor Assignee, in the matter of the assignment of the BANK OF RICO for the use and benefit of the creditors and depositors of said bank, A. T. CHESTNUT, W. L. STEPHENS and HELEN J. BURNHAM, as surviving Trustees, and LLOYD C. SHEETS, as successor Trustee, of SWANSEA GOLD AND SILVER MINING COMPANY, A defunct Corporation, V. J. KRAFT, [illegible] and PERCY S. RIDEP as Trustees for the use and benefit of the creditors and depositors of THE BANK OF RICO, COLORADO, PIERPONT FOWLER, JR. as Receiver of and for THE RIO GRANDE SOUTHERN RAILROAD COMPANY, DAVID BOW, as Mayor of the Town of Rico, Colorado and successor Trustee under Patent from United States of America, THE TOWN OF RICO, COLORADO, A Municipal Corporation, REBECCA ELISA SNOOK, JOHANNA ANNA MOERE and HENRIETTA [illegible] GARDNER, individually and as heirs of OTTO KOSTER, Deceased, and ALL UNKNOWN PERSONS WHO CLAIM ANY INTEREST IN THE SUBJECT MATTER OF THIS ACTION AND THE HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ALIENEES AND ASSIGNS OF ANY OF THE INDIVIDUAL DEFENDANTS NAMED HEREIN WHO MAY BE DECEASED, AND THE SUCCESSORS, TRUSTEES AND ASSIGNS OF ANY OF THE NAMED ASSOCIATED OR CORPORATE DEFENDANTS,

Defendants

Now on this _____ day of _____ A. D. 1954, the same being one of the days of the regular May term of said Court for said year, the above entitled cause and matter comes regularly on to be heard upon the issues joined herein, and plaintiff being present by Milewski and Ping, its attorneys, and the defendants and each and every one of them appearing not, neither in person nor by attorney.

THEREUPON, it is made to appear to the Court and the Court considers and finds that the defendants, William V. Hodges, William V. Hodges, Jr. and Joseph G. Hodges, by their attorney, Hodges, Silverstein, Hodges & Harrington, have filed their Answer and Counterclaim to the Complaint; that thereafter, by Stipulation, said Answer and Counterclaim were duly amended; that by Stipulation and Agreement entered into the 14th day of May, 1954, by and between the plaintiff and said answering defendants the allegations of said Answer and Counterclaim, as amended, were duly admitted by plaintiff and all conflicting claims of the respective parties were set forth and fully compromised and settled thereby and that said defendants, William V. Hodges, William V. Hodges, Jr. and Joseph G. Hodges, are the only defendants named herein who have answered, appeared or otherwise pleaded herein and that all of said named defendants who have not appeared, answered or otherwise pleaded are wholly in default herein.

THEREUPON, it is made to appear to the Court, and the Court considers and finds that the defendants and each of them have been duly and regularly notified of the commencement and pendancy of this action by service upon them as required by statute, all of which service is hereby confirmed and approved by the Court; that none of the defendants named herein, are now, or have been, within a period of thirty days of this date, in the military service of the United States or a nation allied with the United States in the prosecution of the present war; and that as to such unknown defendants as are herein named, satisfactory proof has been presented to the Court establishing that no unanswering defendant, is now, or has been, within thirty days of the date hereof,

in the military service of the United States of America, or a nation allied with the United States in the prosecution of the present war;

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the default of the above named non-answering and non-appearing defendants, and each of them, be entered of record and the trial proceed forthwith.

THEREUPON, it is made to appear to the Court, and the Court considers and finds that the said non-answering and non-appearing defendants and each of them named herein have failed and neglected to appear and plead, answer or demur herein and that the time within which to answer or plead herein has expired, and that no appearance herein has been made by or on behalf of the non-answering and non-appearing defendants or any of them, and that the default of each and every one of the said non-answering and non-appearing defendants has been duly and regularly entered of record upon the application of said plaintiff, and that this said cause is now at issue and the trial thereof should be proceeded with at this time.

THEREUPON, upon application of the plaintiff, and in compliance with the "Soldiers' and Sailors' Civil Relief Act", Louis F. Pell, Attorney at Law, was duly appointed as attorney by the Court to represent and defend all of said non-answering and non-appearing defendants and all unknown persons who claim any interest in the subject matter of this action, and the heirs, devisees, executors, administrators, grantees, alienees, and assigns of the individual defendants named herein who may be deceased, and the successors, trustees and assigns of all the named associated or corporate defendants, and the said Louis F. Pell, appearing for and on behalf of said defendants, filed his answer herein requiring strict proof, and appearing before the Court in the trial of this matter.

THEREUPON, the trial of said cause is duly and regularly proceeded with, and said plaintiff proceeds and introduces all of its evidence in support of its Complaint and rests; and the Court having examined the files herein and having heard the evidence and being now

fully advised in the premises, considers and finds that all of the statements, allegations and averments contained in plaintiff's Complaint and the answering defendant's Answer and Counterclaim, as amended, are true and correct, and that Rico Argentine Mining Company and the answering defendants, William V. Hodges, William V. Hodges, Jr. and Joseph C. Hodges, are, respectively, the owners in fee simple absolute and in possession of the real property hereinafter described and as set forth and described in plaintiff's Complaint and in said defendant's Answer and Counterclaim, as amended, and filed herein.

That the non-answering defendants and non-appearing defendants, both known and unknown, claim some right, title and interest in and to the following described real property which is adverse to, but wholly without right as against, the title of plaintiff as hereinafter set forth and as to the title of the above named answering defendants as hereinafter set forth.

THEREFORE, IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that Rico Argentine Mining Company is the owner in fee simple absolute and in possession of the following described real property situate and lying in the County of Dolores, State of Colorado, to-wit:

MAX BOEHMER TRACT situate and located within Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at Cor. No. 1 identical with Cor. No. 31 of the Townsite of Rico, whence an Aspen tree blazed and marked B. T. Cor. 31 T. R. bears N. 43 deg. 58 mins. E. 45.6 feet distant, thence S. 10 deg. W. along W. line of the Townsite of Rico 625 feet to Cor. No. 2; thence N. 51 deg. 20 mins. E. 511 ft. to Cor. No. 3 on the W. bank of the Dolores River, general course, N. 10 deg. 20 mins. E. 629 3/10 feet to Cor. No. 4, being the same as Cor. No. 32 of the Townsite of Rico, also Cor. No. 4 of the Burchard lode, whence a Cottonwood tree 18" in diameter blazed and marked B. T. Cor. No. 32 T. R. bears S. 82 deg. 45 mins. W. 5 ft. distant, thence S. 51 deg. 20 mins. W. 516.7 feet to Cor. No. 1 the place of beginning, containing 7.4 acres, more or less.

WARNER K. PATRICK TRACT situate and located within Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Cor. No. 1 of said townsite bears N. 10 deg. E. 151.4 ft., thence S. 10 deg. W. 374.3 feet along said line 1-2 to a point, thence S. 63 deg. 16 mins. W. 404.1 ft. to Cor. No. 1 of Eighty-eight (88) lode, thence N. 10 deg. E. 374.3 feet to Cor. No. 6 of Eighty-eight (88) lode, thence N. 63 deg. 16 mins. E. 404.1 ft. to place of beginning, containing 2.782 acres more orless.

THOMPSON TRACT situate and located within the Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at Cor. No. 1 which is also Cor. No. 4 of Survey 5832 Shamrock Lode, thence due East 88.9 feet to Corner No. 2, identical with Cor. No. 37 of the Townsite of Rico aforesaid, also identical with Cor. No. 4 of Survey No. 6 09, Yankee Boy Lode, thence S. 10 deg. W. along the Westerly boundary line of the Townsite of Rico 623.5 feet to Cor. No. 3, thence N. 88 deg. 0 mins. E. 137.5 feet to Cor. No. 4 on the West bank of the Dolores River, thence N. 1 deg. 44 mins. West 402 feet to Cor. No. 5, thence N. 88 deg. 30 mins. E. 144 feet to Cor. No. 6 on the W. bank of the Dolores River (general course N. 19 deg. 3 mins E.) 210 feet to Corner No. 7; thence N. 17 deg. 29 mins. W. along the west bank of said Dolores River 100 feet to Cor. No. 8, thence due South 93 feet to Cor. No. 1 the place of beginning, containing 0.10 acres more or less.

GRAVEYARD TRACT situate and located within the Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at Cor. No. 1 whence the corner common to Sections 35 and 36 T. 40 N., R. 11 W. and 1 and 2 T. 39 N., R. 11 W. of N.M.P.M. bears S. 80 deg. 50 mins. E. 225 feet distant and Cor. No. 21 of Rico Townsite bears N. 66 deg. 20 mins. E. 1123.7 feet distant and N.E. Cor. of Rico Graveyard bears S. 20 deg. 57 mins. E. 341.37 feet distant and Cor. No. 3 of Little Ada Claim bears S. 88 deg. 4[illegible] mins. W. 59.54 feet distant;; thence N. 68 deg. 20 mins. W. 608.56 feet along the southerly side line of the Little Ada Mining Claim to Cor. No. 2, a point 668.1 feet N. 68 deg. 20 mins. E. from Cor. No. 3 of Little Ada Claim whence Cor. No. 2 of N. & M. Mining Claim and Cor. No. 28 of Rico Townsite bears S. 2 deg. 10 mins. W. 99.50 feet distant and N. E. Cor. of Rico Graveyard bears S. 39 deg. 58 mins. W. 716.22 feet distant; thence S. 2 deg. 10 mins. W. 99.50 feet to Cor. No. 2 of N. & M. Mining Claim and Cor. No. 28 of Rico Townsite 793.86 feet to Cor. No.3 identical with Cor. No. 29 of Rico Townsite; thence N. 80 deg. W. 466.10 feet to Cor. No. 4 at intersection of south end line of Rico Townsite and East side line of Rico Graveyard; thence N. 10 deg. E. 165.8 feet to Cor. No. 5 identical with N. E. Cor. of Rico Graveyard; thence N. 80 deg. W. 160 feet to Cor. No. 6 identical with N. W. Cor. of Rico Graveyard, whence Cor. No. 3 of Little Ada Claim bears S. 6 deg. 36 mins. W. 275.02 feet distant; thence N. 10 deg. E. 301.53 feet to Cor. No. 1 the place of beginning, containing 7.81 acres more or less.

F. G. DAY TRACT situate and located in Southwest part of Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at S. 10 deg. West 1130 ft. from Cor. No. 31; thence S. 10 deg. West 240 ft. to a point; thence S. 80 deg. E. 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence N. 8 deg. 30 mins. E. 240.1 feet to a point; thence N. 80 deg. W. 724 ft. to the place of beginning, containing 3.972 acres more or less.

A. E. ARMS TRACT situate and located in Southwest part of Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at S. 10 deg. W. 890 ft. from Corner No. 31; thence S. 10 deg. W. 240 ft. to a point; thence S. 80 deg. E. 724 ft. to the West line of the Rio Grande Southern Railroad right-of-way; thence N. 8 deg. 30 mins. E. 240.1 feet, thence N. 80 deg. W. 717.8 ft. to the place of beginning, containing 3.972 acres more or less.

GROUP TRACT situate and l ated within the Townsite of Rico, Pioneer Mining District, Dolores Cou y, Colorado and described by metes and bounds as follows: Beginning at he N. E. Co , on line 16-17 in the Townsite of Rico, thence S. ten (10) degrees W. 76 ft. to the S. E. Cor. which is also Cor. No. 17 of Rico Townsite, hence W. 1021.8 ft. to the S. W. Cor. a post in line 1-2 of the Pasadena Reduction Company Tract; thence N. one (1) degree fifty-two (52) minutes W. 1052.6 ft. to N. E. Corner, J. M. Acker or Winkfield claim, thence N. four (4) degrees three (3) minutes W. 100 ft. to the N. W. Cor. a post; thence N. eighty-seven (87) degrees fifty-four (54) minutes E. 153.8 ft. to a post in the center of River Street; thence S. two (2) degrees six (6) minutes E. 350 ft. along the center line of River Street to a post; thence S. eighty-seven (87) deg. fifty-four (54) mins. W. 30 ft. to a post on the west line of River Street, thence S. two (2) degrees six (6) minutes E. 600 ft. along the West line of River Street to a post; thence N. eighty-seven (87) degrees fifty-four (54) minutes E. 476 ft. to the S. E. Cor. of Block thirty-eight (38), thence N. two (2) degrees six (6) mins. W. 560 ft. to the S. E. Cor. lot twenty-one (21) Block ten (10); thence North eighty-seven (87) deg. fifty-four (54) mins. E. 116 ft. to the S. E. Cor. of Block Ten (10); thence N. two (2) degrees six (6) minutes W. 54 ft. to a post, thence S. sixty-eight (68) deg. forty-two (42) mins. E 486.1 ft. to the place of beginning, containing 14.583 acres more or less.

BEAM TRACT and TRACTS "B", "C" and "D" situate and located within Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Commencing at Corner No. 1 of the Rico Townsite, thence South 10 deg. W. to the intersection of the Northerly side line of the Eight-eight lode claim, Sur. No. 7348; thence South 63 deg. 16 mins. W. 125 ft., thence S. 88 deg. 51 mins. 42 Secs. W. 24 ft. to Cor. No. 6 Elliott Lode Claim Survey No. 1536, which is also Cor. 43 Rico Townsite, thence continuing S. 88 deg. 51 mins. 42 Secs. W. 136.7 ft. from said Cor. No. 6; thence S. 17 deg. 2 mins. E. 31.1 ft. to Cor. No. 3 Atlantic Cable lode claim, Sur. No. 1136 being Cor. No. 41 of Rico Townsite; thence S. 68 deg. 30 mins. W. 220 ft. to the intersection of the Eastern boundary line of Block 24, thence Southerly 398 ft. along said East line of Block 24 to the intersection of the Northern side line of the Gulch lode claim, Sur. No. 1513, thence S. 63 deg. 16 mins. W. 60 ft. to the intersection of the South line of Soda St., thence westerly along said S. line of Soda St. 280 ft. to the intersection of the Southern side line of the Townsite lode claim, thence S. 68 deg. 30 mins. W. 648 ft. to the intersection of the Eastern line of Glasgow Ave.; thence Northerly along said East line of Glasgow Ave. to the intersection of the Southern side line of Atlantic Cable claim, Sur. No. 1136, thence S. 68 deg. 30 mins. W. 220 ft. to Cor. No. 2 which is also Cor. No. 6 of the Smuggler lode claim, Survey No. 5912 and Cor. No. 40 of Rico Townsite, thence S. 85 deg. 04 mins. W. 711.5 ft. to Cor. No. 5 being also No. 39 of Rico Townsite; thence W. 35 ft. to the intersection of the Westerly line of Rico Townsite with line 4-5 of said Smuggler lode claim, thence North 10 deg. E. along the Westerly townsite line to Corner No. 46 Rico Townsite, thence South 80 deg. E. along the Northern Line of Rico townsite to Corner No. 1 the place of beginning, containing 42 acres more or less.

TRACT OF LAND SITUATE AND LOCATED in Southwest part of Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A. E. Arms Tract on the South and the West boundary Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West and described by metes and bounds as follows: Beginning at a point on the W. Boundary of Second Amended Survey Rico Townsite, which is also the N. W. Cor. of Tract deeded to A. E. Arms March 13, 1902; thence N. 10 deg. E. 265 ft.

to a point on W. line Second Amended Survey Rico Townsite which is also the S. W. Cor. of Tract deeded to Ma Boehmer October 10, 1892; thence N. 51 deg. 20 mins. E. 511 ft. to a poi t which is also the S. W. Corner Max Boehmer tract; thence N. 10 deg. 20 ins. E. 629.3 ft. to a point which is also Cor. No. 32 Amended Survey Rico Townsite; thence N. 18 deg. 40 mins. W. 178.3 ft. to a point on line 32-33 Second Amended Survey Rico Townsite which is also on the S. boundary of Winkfield Tract; thence S. 80 deg. E. 399.5 ft. to a point which is also the N. W. corner of Tract deeded to Pasadena Reduction Company, July 15, 1884, thence S. 40 deg. 04 mins. W. 401.7 ft. to a point which is also the W. corner of Pasadena Reduction Company Tract; thence S. 24 deg. 30 mins. E. 350 feet to a point which is also the S. W. Corner Pasadena Reduction Co. tract, thence S. 5 deg. 18 mins. W. 801 ft. to a point which is also the N. E. Cor. A. E. Arms tract; thence N. 80 deg. W. 717.8 feet to the place of beginning, containing 13.11 acres more or less.

TRACT OF LAND situate and located in Southwest corner of Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and bounded by F. G. Day, et al Tract, West and South boundaries of Rico Townsite, and Rio Grande Southern Railroad right-of-way, and described by metes and bounds as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears S. 10 deg. West 1570 ft. from Cor. No. 31 identical with SW cor. of Tract deeded to F. G. Day, et al as recorded in Book 33, page 10 of the records of the office of the County Clerk and Recorder of Dolores County, Colorado; thence S. 10 deg. W. 318.4 ft. to a point which is also Cor. No. 30 of said Survey of Rico Townsite; thence S. 80 deg. E. 724 ft. to a point on line 29-30 of said survey of Rico Townsite; thence N. 10 deg. E. 318.4 ft. thence North 80 degs. W. 724 ft. to the place of beginning, containing 5.29 acres more or less.

All mines, minerals, metals, lodes, deposits and veins and all mineral bearing ores and rocks and all mining rights under the surface grounds of the Townsite of Rico, Colorado as said Townsite is described by metes and bounds in the Patent from the United States of America recorded in Book 17 at pages 394-402 inclusive of the records of Dolores County, Colorado and as further described in the Plats of said Townsite of Record in the office of the Clerk and Recorder of Dolores County, Colorado.

And more particularly, but not by way of limitation, all mines, minerals, metals, lodes, deposits and veins and all mineral bearing ores and rocks and all mining rights underneath the surface grounds of the following described property situate and located within the Townsite of Rico, Colorado as per the plats thereof on file in the office of the Clerk and Recorder of Dolores County, Colorado and as per the Patent thereto recorded in Book 17 at Pages 394-402 inclusive of the records of Dolores County, Colorado, to-wit: All streets and alleys within the Townsite of Rico, Colorado, and all platted and unplatted portions of the Townsite of Rico, Colorado, and all platted portions of the Townsite of Rico, Colorado not conveyed by the Mayor, Commissioner of Deeds, Board of Trustees or other corporate authorities of said Town prior to November 15, 1892, being all the right, title and interest acquired by Julius Thompson under and by virtue of that certain deed of record in Book 28 at Page 140 of the records of Dolores County, Colorado, and all the above described sub-surface rights, estates and interest in and to the following described lots of the said Townsite of Rico, Colorado, to-wit:

Lots three, seven, nine, three-fourths of Lot ten, thirteen sixteen, seventeen, nineteen to twenty-three inclusive, twenty-five,

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twenty-seven, thirty-one, thirty-tw , thirty-seven, thirty-nine and forty of Block One; Lots one, two, three, five, six, eleven, twelve, nineteen, twenty, twenty-eight, twenty-nine, hirty, thirty-four, thirty-eight, thirty-nine and forty of Block Two; Lots two, six, seven, eight, ten, eleven, thirteen, sixteen to twenty-two inclusive, twenty-six and twenty-eight to thirty-one, inclusive of Block Three; Lots ten, eleven, thirteen, fourteen, twenty-four, twenty-five nd thirty-six of Block Four; Lots eleven, eighteen to twenty-eight in lusive, thirty-one, thirty-two, thirty-four, thirty-five and thirty-eight in Block Five; Lots one, three, sixteen, to twenty-one inclusive, twenty-three, twenty-four, twenty-five, twenty-seven, twenty-eight, twenty-nine and thirty-three to forty inclusive, Block Six; Lots one, seven to thirteen inclusive, twenty-two, twenty-six, twenty-eight, thirty, thirty-one, thirty-two and thirty-six in Block Seven; Lots one to six inclusive, thirty-three, thirty-four, thirty-six and thirty-eight, Block Eight; Lot thirty-two in Block Nine; Lots four, six, seven, ten, eleven, fourteen, fifteen, sixteen and forty in Block Ten; Lots three, five, twelve and thirty-six in Block Eleven; Lots six, nine to thirteen, inclusive in Block Twelve; Lots one to four inclusive, six to twenty-one inclusive, twenty-four to thirty-three inclusive, thirty-eight, thirty-nine and forty in Block Thirteen, Lots three, six, eight to twelve inclusive, seventeen, eighteen, twenty-four, twenty-five, twenty-seven, twenty-eight and thirty-two in Block Fourteen; Lots one to six inclusive, nine, fourteen, fifteen, twenty-three, twenty-four, twenty-six, twenty-eight, thirty-two, thirty-three and thirty-four in Block Fifteen; Lots Thirty-three, thirty-four, thirty-five, thirty-nine and forty in Block Sixteen; Lots twelve, thirteen, fourteen, seventeen, twenty-six, twenty-seven, twenty-eight, thirty-one and thirty-seven to forty inclusive in Block Seventeen; Lots seven, eight, and nine in Block Nineteen; Lots three to seven inclusive, thirty-one, thirty-two and thirty-three in Block Twenty; Lots one, two and three in Block Twenty-one; Lots Thirteen, fourteen, seventeen to twenty inclusive, and forty in Block twenty-two; Lots eighteen, twenty-six, thirty and thirty-one in Block twenty-three; Lot twenty-one in Block Twenty-four; Lots twenty-three to thirty inclusive, Block Twenty-six; Lots one, two, thirteen, fifteen, sixteen, and seventeen in Block twenty-seven; Lots fifteen, sixteen, seventeen, eighteen, nineteen and twenty in Block Twenty-eight; Lots one, two and three in Block Thirty-one; Lotsthree and four in Block Thirty-two; Lots twenty, nine, thirty, thirty-four, thirty-five and thirty-six in Block Thirty-four; Lots twenty-one and twenty-two in Block Thirty-six; Lots sixteen and seventeen in Block Thirty-seven.

All the following described real propert situate in the County of Dolores, State of Colorado, to-wit;

The Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section Twenty (20), North half of the Northeast quarter (N½NE¼) and Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section Twenty-nine (29) and Northeast Quarter of Northwest Quarter (NE¼NW¼) of Section Two (2), all in Township Forty (40) North, Range Ten (10) West, N.M.P.M. The Southeast Quarter of the Northwest Quarter (SE¼NW¼) and East half of the Southwest Quarter (E½SW¼) of Section Thirty-five (35) and Southwest Quarter Northwest Quarter (SW¼NE¼) and Northwest Quarter of the Southeast Quarter (NW¼) of Section Fourteen (14) all in Township Forty-one (41) North, Range Ten (10) West, N.M.P.M. and Northeast Quarter (NE¼) and the Northwest Quarter (NW¼) of Section Thirty-one (31), Township Forty-one (41) North, Range Nine (9) West, N.M.P.M.

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All the following named patented lode and placer mining claims and mill sites situate and located in the Pagosa Mining District, Dolores County, Colorado and hereinafter described by name, United States Survey Lot Number, and official Patent from the United States of record in the Office of the County Clerk and Recorder in and for Dolores County, Colorado at the Book, Page and Film Number hereinafter set forth, all of which is incorporated herein, and made a part hereof by reference for more definite and complete description, to-wit:

NAME	SURVEY LOT NO.	PATENT
Phoenix Lode	362	Book 17 Page 90
Pelican Lode	363	" 17 " 95
Yellow Jacket Lode	364	" 17 " 100
Columbia Mill Site	365B	" 17 " 136
Wide Awake Lode	366	" 51 " 65
Aztec Mill Site	367B	" 17 " 133
Grand View Lode	383	" 17 " [illegible]
Major Lode	384	" 17 " 105
Homestake and Little Cora Consolidated Placer Mining Claim	410	" 17 " 308
Ingersoll Lode	413	Reception No. 57649
Swansea Lode	434	Reception No. 56370
Chestnut Lode	435	Reception No. 56369
Newman Lode	436A	Reception No. 56363
Newman Mill Site	436B	Book 12 Page 71 (Receiver's Certificate)
Franklin Lode	564	Book 17 Page 295
Riverside Lode	590	Reception No. 56382
Wabash Lode	617	Book 17 Page 40
Malvina Lode	620	Reception No. 56371
Santa Clara Lode	664	Book 17 Page 324
Pigeon Lode	665	" 17 " 74
Telegraph Lode	780	" 17 " 279
Gertie Lode	781	" 17 " 127
Harvey Lode	914	" 17 " 513
Uncle Ned Lode	915	" 17 " 507
Merrimac Lode	926	" 17 " 56
Hope Lode	939	" 17 " 22
Cross Lode	940	Reception No. 57645
Pittsburg Lode	941	[illegible] 17 Page 17
Paymaster Lode	947	" 17 " 46
Nora Idlly Lode	1010	" [illegible] " 517
15/16 interest in and to C. H. C. Lode	1040	" 17 " 371
Undine Lode	1090	" 17 " 80
Atlantic Cable Lode	1136	" 17 " 299
Gem of Beauty Lode	1164	" 17 " 389
Royal Tiger Lode	1190	Reception No. 56366
Little Maggie Lode	1211	Book 17 Page 365
Tip Top Lode	1248	" 17 " 526
Allegheny Lode	1255	" 17 " 283
Lelia Davis Lode	1256	" 48 " 536
Iron Cap Lode	1428	" 17 " 305
Durango Lode	1441	" 17 " 311
Confidence Lode	1447	" 17 " 168
Milan Lode	1449	" 17 " 153
Mariquita Lode	1450	" 17 " 189
Excelsior Lode	1451A	" 17 " 163

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Excelsior Mill Site	1451B	Book 17	Page 163		
Florence Lode	1452A	" 17	" 158		
Florence Mill Site	1452B	" 17	" 158		
Mountain Monarch Lode	1454	" 17	" 144		
Peru Lode	1455	" 17	" 148		
Lucy Lode	1456	" 17	" 261		
Zulu Lode	1457	" 17	" 184		
New Discovery Lode	1461A	" 17	" 225		
New Discovery Mill Site	1461B	" 17	" 225		
Robber State Lode	1464	" 17	" 519		
Stony Point Lode	1469	" 17	" 350		
Gulch Lode	1513	" 17	" 341		
Elliott Lode	1536A	" 17	" 115		
Elliott Mill Site	1536B	" 17	" 115		
New Year Lode	1538	" 17	" 381		
South Park Lode	1566	Reception No. 57640			
Maid of Australia Lode	1567	Book 17	Page 325		
Black Chief Lode	1649	" 17	" 232		
Silver Cache Lode	1655	" 17	" 242		
Avalanche Lode	1682	" 17	" 338		
Lookout Lode	1683	" 17	" 212		
Rico	1879	" 17	" 375		
Eureka Lode	1880	" 17	" 249		
Clan Campbell Lode	1897	" 17	" 368		
Skeptical No. 1 Lode	1900	" 17	" 314		
D. P. Lode	1980	Reception No. 56364			
Isabelle Lode	2039	Book 17	Page 385		
Black Hawk Lode	2060	" 17	" 255		
Falcon Lode	2151	" 51	" 515		
Syndicate Lode	2185A	" 17	" 361		
Wellington Lode	2212	" 17	" 321		
126/128 Interest in and to					
Princeton Lode	2258	" 17	" 429		
Golden Fleece Lode	2261	" 17	" 377		
General Logan Lode	2476	" 17	" 353		
General Sherman Lode	2477	" 17	" 357		
Gen. O. O. Howard Lode	2478	" 17	" 359		
General Sheridan Lode	2479	" 17	" 291		
Black George Lode	2485	Reception No. 56381			
Gipsy Lode	2499	Book 17	Page 275		
Dayton Lode	2540	" 17	" 205		
Bourbon Lode	5132	" 17	" 433		
Exchequer Lode	5132	" 17	" 433		
Premier Lode	5132	" 17	" 433		
Kearney Lode	5133	Reception No. 56368			
Cobbler Lode	5274	Reception No. 57048			
Lila D. Lode	5659	Reception No. 57647			
Silver Age Lode	5831	Reception No. 56362			
Shamrock Lode	5832	Book 17	Page 420		
Snowflake Lode	5909	Reception No. 56380			
Sun Up Lode	5910	Reception No. 56367			
Bell Lode	5911	Book 34	Page 73		
Smuggler Lode	5912	" 34	" 181		
Laura Lode	5913	" 34	" 81		
Enterprise Lode	5916	" 34	" 97		
Kitchen Lode	5917	" 34	" 85		
Ontario Lode	5923	" 34	" 65		
Golden Age Lode	5956	" 34	" 197		
Star Route Lode	5970	" 34	" 177		
Night Watch Lode	5976	" 34	" 25		
Stanley No. 1 Lode	6095	" 34	" 309		
Stanley No. 2 Lode	6095	" 34	" 309		
Stanley No. 3 Lode	6095	" 34	" 309		
Leap Year Lode	6105	" 34	" 261		
Mountain Spring Lode	6129	Reception No. 56379			

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Crebec Lode	6130	Book 17 Page 431
499/512 interest in and to		
Ethlena Lode	6136	Reception No. 56365
Iota Lode	6154	Reception No. 56376
Alta Lode	6191	Book 34 Page 313
Star Lode	6199	" 34 " 5
Silver Glance Lode	6201	Reception No. 56375
Silver Glance No. 2 Lode	6201	Reception No. 56375
Mary Lode	6205	Reception No. 56374
Snow Flake Lode	6216	Book 34 Page 9
Vestal Lode	6252	Reception No. 56383
Eureka Lode	6285	Book 34 Page 113
G. S. H. H. Lode	6286	" 34 " 265
N. A. Cowdrey Lode	6317	" 34 " 293
Richmond Lode	6338	" 17 " 403
Song Bird Lode	6392	" 34 " 81
Hiawatha Lode	6393	" 34 " 89
Thompson Lode	6394	" 34 " 121
Lillie Bernard Lode	6406	" 17 " 407
Aspen Lode	6512	" 34 " 105
Last Chance Lode	6512	" 34 " 105
Weimar Lode	6513	Reception No. 57646
G. V. G. Lode	6725	Book 17 Page 427
A. B. C. Lode	6726	" 17 " 425
Mechlena Lode	6739	Reception No. 57642
Imp Lode	6796	Book 17 Page 441
Ae[illegible] Lode	6796	" 17 " 441
Saw Tooth Lode	6796	" 17 " 441
Ute Lode	6796	" 17 " 441
Contact Lode	6895	" 17 " 436
Confidence Lode	6895	" 17 " 436
Little Carrie Lode	6960	" 34 " 217
Yanky Boy Lode	6969	" 17 " 423
Pluto Lode	6985	Reception No. 57643
2/3 interest in and to		
E. R. G. Lode	7013	Book 34 Page 13
2/3 interest in and to		
E. B. Lode	7013	" 34 " 13
W. L. Stephens Lode	7017	" 34 " 201
Dude Lode	7049	Reception No. 56373
Dudess Lode	7049	Reception No. 56373
Catskill Lode	7062	Book 34 Page [illegible]
Eby Lode	7066	" 34 " 301
Gulf Lode	7111	" 17 " 439
Silver Glance Lode	7111	" 17 " 439
Eclipse Lode	7289	" 34 " 33
Connecting Link Lode	7310	Reception No. 56372
Eighty-Eight (88) Lode	7348	Reception No. 57641
Crown Point Lode	7365	Reception No. 56378
Big Blue Lode	7365	Reception No. 56378
Barnum Lode	7365	Reception No. 56378
Brittle Silver Lode	7458	Book 34 Page 252
Selenide Lode	7459	" 34 " 245
H. C. P. Lode	7548	Reception No. 57637
Bullion Lode	7599	Book 51 Page 69
Denver Lode	7601	Reception No. 57638
Big Strike Lode	7601	Reception No. 57638
Independent Lode	7601	Reception No. 57638
Roger Tichborne Lode	7784	Book 34 Page 41
Honduras Lode	7843	" 34 " 297
Missouri Lode	7898	" 34 " 53
Silver Glance No. 4 Lode	7976	" 34 " 101
Helen C. Lode	7977	" 34 " 149
Stephanite Lode	7980	" 34 " 253
S.M.C. Lode	7986	" 34 " 145

Millie Lode	988	Book 34 Page 241
Hillside Lode	994	" 34 " 49
Hillside No. 2 Lode	994	" 34 " 49
Half Loaf Lode	6017	Reception No. 57644
Highland Chief Lode	6017	" " "
G. L. I. Lode	6017	" " "
Hel Pointer Lode	6017	" " "
Shehocton Lode	6017	" " "
Nancy Hanks Lode	6017	" " "
Lowland Chief Lode	6017	" " "
Little George Extension Lode	6017	" " "
Little Lulu Lode	6017	" " "
Little George Lode	6017	" " "
Royal Turk Lode	6020	Reception No. 56377
Silver Belt Lode	6020	Reception No. 56377
Evening Call Lode	6029	Book 34 Page 129
Bed Rock Lode	6030	" 34 " 129
Home Lode	6031	Reception No. 57639
Sam Patch Lode	6031	Reception No. 57639
Little Maggie Lode	6070	Book 34 Page 141
Burchard Lode	6070	" 34 " 141
Hardscrabble Lode	6070	" 34 " 141
Black Night Lode	6135	" 34 " 277
Iron Rod Lode	6140	" 34 " 285
Excelsior Lode	6141	" 34 " 281
Excelsior No. 2 Lode	6141	" 34 " 281
Lottie Lode	6223	" 34 " 269
Lona M. Lode	6228	" 34 " 273
D. and B. B. Lode	6539	" 34 " 305
Caledonia Lode	10122	" 34 " 109
Bald Eagle Lode	10122	" 34 " 109
Little Johnny Lode	10122	" 34 " 109
Apex Lode	11583A	" 34 " 117
Group Mill Site	11583B	" 34 " 117
Dayton No. 2 Lode	11636	" 34 " 209
Cornucopia Lode	11667	" 34 " 185
Fraction Lode	11814	" 34 " 157
McIntire Lode	12302	" 34 " 133
Lone Tree Lode	12303	" 34 " 137
Redeemer Lode	12304	" 34 " 153
Argentine Lode	15233	" 44 " 160
Cashier Lode	15233	" 44 " 160
Worlds Fair Lode	15233	" 44 " 160
Humboldt Lode	15233	" 44 " 160
James G. Blaine Lode	15233	" 44 " 160
A-Kay Lode	19665	" 51 " 17
Little Casper Lode	19665	" 51 " 17
Cerebus Lode	19665	" 51 " 17
Goliath Lode	19665	" 51 " 17
Triangle Lode	20347	" 66 " 84
Wedge Lode	20348	" 66 " 83
Mountain Boy Lode	20387	" 60 " 459
Monarch Lode	20387	" 60 " 459
Last Chance Lode	20388	" 34 " 317
Mammoth Lode	20500	" 62 " 520
Last Chance Lode	20567	" 66 " 81
Black Hawk Extension Lode	20568	" 66 " 90
Devide Lode	20568	" 66 " 90
Trails End Lode	20568	" 66 " 90
Mervin Lode	20619	" 66 " 222
Martha Lode	20619	" 66 " 222

ED_004657_00000117-00228

And that the defendant, William V. Hodges is the owner in fee simple absolute and in possession of the following described real property situate and lying in the County of Dolores, State of Colorado, to-wit:

CLAIM	SURVEY NO.	PATENT
1/32 interest in and to the G. H. C. Lode	1040	Book 17 Page 371
1/128 interest in and to the Princeton Lode	2256	Book 17 Page 429
11/512 interest in and to the Ethlena Lode	6136	Reception No. 56365
1/6 interest in and to the H. B. Lode	7013	Book 34 Page 13
1/6 interest in and to the E. R. G. Lode	7013	Book 34 Page 13

And that the defendant, William V. Hodges, Jr. is the owner in fee simple absolute and in possession of the following described real property situate and lying in the County of Dolores, State of Colorado, to-wit:

CLAIM	SURVEY NO.	PATENT
1/64 interest in and to the G.H. C. Lode	1040	Book 17 Page 371
1/256 interest in and to the Princeton Lode	2256	Book 17 Page 429
11/1024 interest in and to the Ethlena Lode	6136	Reception No. 56365
1/12 interest in and to the H. B. Lode	7013	Book 34 Page 13
1/12 interest in and to the E. R. G. Lode	7013	Book 34 Page 13

And that the defendant, Joseph G. Hodges is the owner in fee simple absolute and in possession of the following described real property situate and lying in the County of Dolores, State of Colorado, to-wit:

CLAIM	SURVEY NO.	PATENT
1/64 interest in and to the G. H. C. Lode	1040	Book 17 Page 371
1/256 interest in and to the Princeton Lode	2256	Book 17 Page 429
11/1024 interest in and to the Ethlena Lode	6136	Reception No. 56365
1/12 interest in and to the H. B. Lode	7013	Book 34 Page 13
1/12 interest in and to the E. R. G. Lode	7013	Book 34 Page 13

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IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that as between the plaintiff, Rico Argentine Mining Company and the answering defendants, William V. Hodges, William V. Hodges, Jr., and Joseph G. Hodges, all the right, title and interest of said parties in and to the above described premises is fully and completely settled and adjudicated herein; that the ownership of each of said parties be and the same is as hereinabove set forth and described; and that said parties and each and all of them and all persons claiming by, through or under them be and the same hereby are forever barred and estopped from claiming any right, title or interest in the property of the other as hereinabove set forth and described as against each other and all persons claiming by, through or under each of them.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that the claim of the non-appearing and non-answering defendants and all persons claiming by, through or under them, both known and unknown, named and unnamed, of some right, title and interest in said premises is without right as against the title of plaintiff and the answering defendants, William V. Hodges, William V. Hodges, Jr., and Joseph G. Hodges, and that the title of plaintiff and said answering defendants be quieted as hereinabove set forth as against said non-appearing and non-answering defendants and that said non-appearing and non-answering defendants and all persons claiming by, through or under them, both known and unknown, named and unnamed, be and hereby are forever barred and estopped from claiming any right, title or interest in said premises as hereinabove set forth and described as against the plaintiff, Rico Argentine Mining Company, and the said answering defendants, William V. Hodges, William V. Hodges, Jr., and Joseph G. Hodges, and all persons claiming by, through or under them, and that the costs herein be taxed to plaintiff.

Done in open Court this _____ day of _____, 1954.

BY THE COURT:

_____
Judge

STATE OF COLORADO)
ss
County of Dolores)

I, DAN B. HUNTER, Clerk of the District Court in and for the county and state aforesaid, do hereby certify the foregoing and attached to be a true and correct copy of the original Decree as the same appears on file and of record in said Court.

Witness my hand and the seal of the said Court at Dove Creek, Colorado, this 16 day of July, A. D. 1954.

Dan B. Hunter
Clerk of the District Court
Dove Creek, Dolores County, Colorado

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IN THE DISTRICT COURT IN AND FOR
THE COUNTY OF DOLORES
STATE OF COLORADO

Civil Action No. 831

58669

STATE OF COLORADO
COUNTY OF DOLORES } ss
I hereby certify that this ...
Record at 15 o'clock ... 16
1957 in my office, and ... 75
Page 169
RECORDER

RICO ARGENTINE MINING COMPANY,

Plaintiff

-vs-

D E C R E E

ST. LOUIS SMELTING & REFINING CO., J. M. ACKER, also known as JACOB M. ACKER, L. ALFAST, A. P. ADAMS, ALSO KNOWN AS ALONZO P. ADAMS, H. B. ADSIT, PHILIP ARGALL, A. E. ARMS, E. B. ADAMS, JOHN W. BURTON, JOHN T. BARLOW, MAX BOEHMER, FRED BIETCHER, JOHN BISSELL, LEET W. BISSELL, OWEN F. BOYLE, W. H. BEAN, A. B. BRYDON, GEORGE C. BUCHANAN, JR., ALBERT BETTINGER, EDWARD BAER, JR., A. W. BEGOLE, also known as AUGUSTUS W. BERGOLE, GEORGE H. BRASFIELD, OELLA S. BILLINGS, ROBERT BILLINGS, W. R. BRASFIELD, A. B. BROUGHTON, T. WALTER BEAM, THEODORE BARLOW, J. R. BROWN, also known as JOHN R. BROWN, MICHAEL BOSWORTH, E. F. BULL, NELSON J. BRADLEY, also known as N. J. BRADLEY, J. T. BURNS, ISABELLE A. BROWN, W. C. BROWN, CHAS. A. BLOCK, WILLIAM C. BOONE, J. W. BAILEY, also known as JOHN W. BAILEY, F. T. BENNETT, C. C. BARCLAY, EDWARD BAER, EDWARD BAER, SR., J. E. BROWN, SIMON B. BLUMENTHAL, PAUL BEFFORT, W. H. BENNETTS, S. P. BISHOP, also known as SAM'L. P. BISHOP, WILLIAM WADE BEEBE, ELIZABETH A. BARBER, CARL BRANDTE, MARTHA E. BURNS, J. W. BURNS, GEORGE S. BARLOW, DOUGLAS I. V. BROWNE, MILES S. CORBETT, MATHEW T. CHESTNUT, also known as M. T. CHESTNUT, JNO. E. CARR, H. J. CALDWELL, CRIS COGAN, also known as CHRISTOPHER COGAN, JOHN C. CLARK, C. H. CARPENTER, GEORGE E. COLLINS, CLARA M. CONNAN, J. J. COHNAN, also known as JOHN J. CONNAN, JULIA CLARK, A. J. CLARK, M. V. CLARK, EDWARD T. CARNAHAN, MARY K. CARNAHAN, FORREST B. CARNAHAN, also known as FOREST B. CARNAHAN, W. J. COX, MINNIE CAHN, JOSEPH CASTELLO, JOHN W. CROOKE, JR., EMMA S. CORNING, J. R. CROOKE, also known as JACOB R. CROOKE, PERRY COX, WILLIAM CAHN, J. J. COHNEN, E. J. COHNAN, also known as EDWARD J. COHNAN, ANNIE E. CAMPBELL, MATTIE COOPER, E. L. DAVIS, also known as EDWIN L. DAVIS, ROBERT H. DRENNAN, also known as R. H. DRENNON, MARY DIXON, JOHN T. DOLAN, also known as JOHN T. DOLANE, DAVID I. DAVIS, DAVID R. DAVIS, also known as D. R. DAVIS, ANNA DAVIS, H. R. DOANE, D. M. DAVIS, W. H. DERBY, CHARLES F. DEAN, R. C. DARLING, also known as ROBERT C. DARLING, ROBERT DUNLAP, O. J. DAVIS, T. A. DAVIS, HANNAH DRISCOLL, W. T. DENISON, also known as W. T. DENNISON, MAGGIE DEWNEY, F. A. W. DAY, also known as FRED A. W. DAY, F. G. DAY, also known as FRANK G. DAY, FRANCIS G. DAY and FRANCIS GEORGE DAY, JOHN EDER, DOMENICK ENGLISH, DANIEL B. ELLIS, CASPER ELISON, C. M. ELLENWOOD, E. H. ELLENWOOD, SAMUEL FLEMING, G. E. FRENCH, JAMES M. FORD, S. R. FITZGARRAID, also known as S. R. FITZGERRAID, T. A. FERNEDING, JOHN FRASER, MRS. G. FILLINBERG, KATHERINA FASSBINDER, HENRY C. FROST, JAMES FINDLEY, GEORGE L. FISHER, JOSEPH W. GILLULY, also known as J. W. GILLULY, HERMAN

TITLE-031

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P. GOEBEL, D. D. GREGORY, GEORGE O. GILBERT, also known as GEO. O. GILBERT, EMMA R. GRAVES, CHARLES H. GREEN AMBROSE GUTMAN, also known as AMBROSE GUTMANN and AMBROS GUTMAN, A. W. MORIA, CHARLES GREEN, W. S. GREEN, T. R. GRIGSBY, GUST G. GIAMBONI, RICHARD GAWRY, GRIGSBY AND HALL, C. V. GRAVES, G. N. GALBRAITH, MARY GALBRAITH, MARY ELLA GALBRAITH, G. N. GALBRAITH, W. GRIGSBY, G. B. GARRISON, L. F. HILL, also known as LOUIS FRANKLIN HILL, MINNIE PELLET HILL, E. H. HACKETT, also known as ED. H. HACKETT, A. T. HATHAWAY, MARY A. F. HAYES, HENRI HENSEL, IDA HERR, W. L. HULL, EMMA HACKETT, T. W. HAMMOND, also known as T. W. HAMMOND, HENRY HASS, MRS. OTTO HEINEK, CHARLES HUMASTON, T. HEIDEMAN, A. HERZINGER, also known as ADAM G. HERZINGER, AGNES G. HERZINGER, FREDERICK H. HERZINGER, WILLIAM E. HERZINGER, ELEONORA A. HERZINGER, HELLIE HELIE HERZINGER, LOUIS HABERMAN, A. W. HUDSON, ROBERT HOWELL, ELLA HALL, JOSEPH HENRY, PETER HANSEN, also known as P. L. HANSEN, WILLIAM V. HODGES, WILLIAM V. HODGES, JR., JOSEPH G. HODGES, ELLA T. HAPEMAN, DOUGLAS HAPEMAN, CHESTER HARD, DAVID HAYDON, also known as D. HAYDEN and DAVID HAYDEN, W. A. HENDRICKS, ALBERT O. HEADLEY, also known as A. O. HEADLEY, G. W. HUNTER, also known as GEO. W. HUNTER, LOUISE HABERMAN, CAROLINE HABERMAN, JACOB HILBER, NICHOLAS HUNT, ALVENE HURLEY, GEO. HANDEN, JOSIAH HICKS, H. W. HANLEY, J. M. HALL, FRANK W. INGERSOLL, GEORGE W. INGERSOLL, GEORGE H. INGERSOLL, WILLIAM IRVING, JENNIE IRVING, E. T. JEFFREY, also known as EDWARD T. JEFFREY, CHARLES A. JOCHEMS, JOHN P. JONES, SAMUEL JAMES, NATHAN KIGER, LILLIE GRACE KAUFFMAN, formerly LILLIE GRACE HILL, GEORGE W. KRAMER, also known as G. W. KRAMER, JOHN KINKAID, OTTO KOSTER, J. F. KELLY, also known as JAY F. KELLY and JAY F. KELLY, AUGUST KRILLE, also known as A. KRILLE, L. KING, CLAIRE M. KERNE, also known as CLAIRE M. KEEN, EMMA GING-MARS KRAMER, ESTELLA T. A. KRAMER, FRANK J. KORNIG, G. D. KIMMEAR, J. B. KILLIP, HENRY KLINGENDER, JIM KIPP, NICK KIPP, G. S. KEPLINGER, JOHN KNOLL, MARGARET LEWIS, F. R. LEWIS, also known as FRANK R. LEWIS, W. T. LAMBERT, R. F. LYNE, JOHN DE LAMARTA, G. R. LONG, DWIGHT LONG, L. H. LARSEN, MARION LAY, J. A. LAWSON, also known as JACOB A. LAWSON, A. H. MUNDER, also known as ALFRED H. MUNDER, FEDA MUNDER, M. A. MULLINS, EDITH McCLOSKEY, JAMIE McCLOSKEY, M. J. McCLOSKEY, JOHN M. MAY, D. A. McGRAW, THOMAS F. MASON, HARRY McLAUGHLIN, IRA T. HUNN, W. C. MITCHELL, J. F. McLURE, T. E. McNAMARA, JOSEPH MEYER, OTTO MEARS, BERNHARDT MEYER, WILLIAM McCORMICK, JOSEPH MEREDITH, JOHN McCASEY, HERBERT W. L. MAY, FANNIE C. MEREY, JOHN G. MORRISON, A. J. MATTSON, H. O. MONTAGUE, WILLIAM J. MULHOLLAND, also known as WM. J. MULHOLLAND, JOSEPH MUND, GERTRUDE MEYER, also known as MRS. GERTRUDE MEYERS, A. MIDON, JOHN P. MEEHAN, ISAAC A. MARTIN, also known as I. A. MARTIN, JOHN W. MORRISON, F. A. MORIATY, J. G. McCLAIN, D. J. McCARTHY, also known as D. J. McCARTY, THOMAS MURRAY, also known as T. A. MURRAY and THOS. A. MURRAY, T. A. MURRAY, ESTATE, DONALD McINTYRE, B. F. MAGUIRE, R. S. MORRISON, also known as ROBERT S. MORRISON, DAVID H. MOFFAT, JOHN H. MOUNHAM, WILLIAM B. NORTON, CHARLES NEWMAN, MARIAN L. NEWMAN, C. P. NUTTER, WILLIAM NORWOOD, ROSS E. NIXON, ESTATE OF JENNIE NIXON, Deceased, also known as JEANNIE NIXON, JOHN Q. A. NORTON, EMMETT NUTTER, L. L. NUNN, JOHN O'KEEFE, DAVID OWEN, JOHN WALTER OHL, EUGENE D. O'REILLY, WALTER OHLENBAUGH, GIOVANNI OBERTO, W. M. PELLET, M. J. POINDEXTER, J. O. PACKER, also known as JOHN O. PACKER, JAMES A. PULLIAM, ROBERT L. PELLET, B. M. PICKER, O. J. PENCE, LAFE PENCE, A. PARSELL, W. W. PARSHALL, also known as WESLEY W. PARSHALL, WM. J. PALMER, also known as W. J. PALMER, L. PHILIPPI, WARNER K. PATRICK, AT PAGE, SERAPHINA PISKO, JAMES C. PARRISH, H. R. PAYNE, also known as HENRY R. PAYNE, WILLIAM E. PARSONS, H. D. PRINGLE, JAMES S. PECK, ELIZABETH E. PELLET, CHARLES C. PARSONS, GEO. W. PORTER, S. A. PRICE, MRS. H. L. QUINN, J. W. ROBIN, CLINTON D. RAY, C. D. ROBINSON, F. W. RAYMOND, F. W. REED, C. H. RAWLES, FERNANDO ROYS, CHARLES ROBSON, D. L. RATTICK, also known as D. L. RATTEK, J. A. ROBINSON, E. B. ROBINSON, ALBERT B. ROEDER, also known as A. B. ROEDER, FRED W. REED, EUNICE REMINGTON, FRANK W. ROSS, GOTTFRIED RUF, C. C. RUNNER, EVERETT RIDER, WILLIAM B. RIDER, LOUISA C. RHULAND,

DAVID H. RITCEY, H. W. ROKUE, L. V. ROSSER, FRANK W. ROSS, CHARLES W. RAYMOND, B. W. RITTER, CARRIE ROHDE, CHARLES W. ROHDE, also known as CHAS. W. ROHDE and C. W. ROHDE, MARGARET RYAN, JAMES G. REVEIER, SARAH V. ROHDE, LIMAN R. ROSS, P. A. RICE, also known as PHILELIAN A. RICE, WM. STEWART, ANGUS SMITH, D. A. SYKES, WILLIAM L. STEPHENS, EDNA SHEETS, WILLIAM STORY, E. P. SUYDAM, JOHN J. SCHALL, M. N. SAWYER, C. H. STEKIE, DAVID SWICKHIMER, E. J. SIRRELL, N. E. SLAYMAKER, P. K. SCOTT, J. F. STEPHENSON, WILL J. SCOTT, LAURA D. SWICKHIMER, W. E. SO RELLE, ERNEST STORK, CLINTON B. SMITH, MICHAEL SCHINDELMEYER, THOMAS S. SMYTHE, also known as T. S. SMYTHE, WM. H. SHELDON, G. L. SHELDON, also known as GEO. L. SHELDON, HENRY L. SCOTT, HENRY STANLEY, HENRY C. SMITH, J. J. SULLIVAN, C. F. SAUNDERS, C. E. STONE, W. M. SHERRY, ANNIE L. SWICKHIMER, ALBERT C. STAMPFEL, JULIUS THOMPSON, LOTTIE A. THOMPSON, G. W. TROWBRIDGE, E. B. THOMAS, J. THOMAS, E. A. THAYER, also known as ELMER A. THAYER, F. L. THOMPSON, also known as FITHR L. THOMPSON, V. C. TIMSON, EDWIN M. TABOR, JIM TATE, also known as JIM TATY, CHARLES VOGT, W. B. VATES, W. B. VAN ATTA, also known as W. B. VANATTA, FENNO WAKEMAN, also known as F. WAKEMAN, ETHEL J. WAKEMAN, T. R. WILLIAMS, CHRIS F. WICKMAN, also known as CHRIS F. WICKMANN, EMILE WERK, W. D. WALBRIDGE, ALMA WOOD, FRANK WORTHING, STANLEY M. WALKER, JOSEPH H. WOODRUFF, THOMAS WILLIAMS, W. D. HEMS, C. D. WORRELL, W. A. WILLIAMS, also known as WILLIAM A. WILLIAMS, BENJAMIN F. WAGGONER, L. F. WILMERS, also known as L. F. WILMER, M. A. WOOD, JAMES WEST, WILLIAM WESTON, FRANK O. WOOD, ELLEN WOODS, SEYMOUR WARNER, J. W. WINKFIELD, MINA WYLIER, KENNETH M. HAMS, V. P. YEAGER, also known as VICTOR P. YEAGER, LEOPOLD ZIMMERMAN, AMERICAN NATIONAL BANK OF PUEBLO, COLORADO, A. MONTGOMERY AND COMPANY, CYRUS HATCH & CO., CHESTNUT REALTY CO., P. C. GUILBERTSON AND COMPANY, ED. SCHIFFER AND CO., NORTHWESTERN TRUST COMPANY, FALCON LEAD MINING COMPANY, INTERNATIONAL SMELTING AND REFINING COMPANY, PELLETRE MINING AND MILLING COMPANY, SWANSEA GOLD AND SILVER MINING COMPANY, RICO COALITION MINING COMPANY, RICO CARBONATE TUNNEL COMPANY, THE AMERICAN NATIONAL BANK OF DENVER, COLORADO, THE ATLANTIC CABLE CONSOLIDATED MINING COMPANY, THE BLACK HAWK CONSOLIDATED MINING COMPANY, THE BLACK HAWK MINING COMPANY, THE COLORADO HARDWARE COMPANY, THE CONSOLIDATED RICO MINING AND MILLING COMPANY, THE DENVER METAL AND MACHINERY COMPANY, THE DENVER HOTEL CO., LIMITED, A Corporation, THE DEEP SHAFT MINING CO., THE DIXON INVESTMENT COMPANY, A Corporation, THE DOLORES VALLEY MINING COMPANY, THE ENTERPRISE MINING COMPANY, THE FAIRBANKS MERCE COMPANY, THE FAIRBANKS-MORSE & CO., THE FIRST NATIONAL BANK OF DURANGO, COLORADO, THE FIRST NATIONAL BANK OF OURAY, COLORADO, THE FIRST NATIONAL BANK OF RICO, COLORADO, THE FRANK HOWARD MANUFACTURING COMPANY, THE GRAND BUSK MINING COMPANY, THE GRAND VIEW MINING COMPANY, THE GRAND VIEW MINING AND SMELTING COMPANY, THE INTERNATIONAL SMELTING & REFINING CO., THE IRON DOLLAR SILVER MINES COMPANY, THE IRVIN DAVIS MINING COMPANY, THE INTERNATIONAL TRUST COMPANY, THE MARQUETTE MINING COMPANY, THE MANGO CONSOLIDATED MINING COMPANY, THE MINERAL DEVELOPMENT COMPANY, THE NEW YORK TRUST COMPANY, THE PRO PATRIA MINING AND MILLING COMPANY, THE PELLETRE MINING AND MILLING COMPANY, THE RESOLUTE MINING COMPANY, THE RICO ASPEN CONSOLIDATED MINING COMPANY, THE RICO ASPEN MINING COMPANY, THE RICO ENTERPRISE MINING COMPANY, THE RICO FORREST MINING COMPANY, THE RICO ORE AND CITY TRANSFER COMPANY, THE RICO HARDWARE COMPANY, THE RICO MINING COMPANY, THE RICO MINING AND REDUCTION CO., THE RICO MINING LIGHT AND POWER CO., THE RICO PASADENA MINING COMPANY, THE RICO REX MINES COMPANY, THE RICO STATE BANK, THE RICO SMELTING & REFINING CO., THE RICO TOMBSTONE MINING COMPANY, THE RICO WELLINGTON MINING COMPANY, THE RIO GRANDE SOUTHERN RAILROAD COMPANY, THE ST. LOUIS SMELTING AND REFINING COMPANY, THE STRUBY ESTABROOK MERCANTILE COMPANY, THE SYNDICATE MINING AND MILLING COMPANY, THE UNCLE SAM MINING COMPANY, THE UNITED RICO MINES COMPANY; IRMA D. MORRIS, as County Clerk and Recorder of Dolores County, Colorado, IRMA D. MORRIS, as Registrar of titles of Dolores County, Colorado, HAZEL A. BRYANT, as Treasurer of Dolores County, Colorado, HAZEL A. BRYANT, as Public Trustee of Dolores County, Colorado, HONER R. PEUCE, as Secretary of State of the State of Colorado, FRANK E. GOLDY, as State Bank Commissioner of the State of Colorado, BOARD OF COUNTY COMMISSIONERS of the County of Dolores, State of Colorado, CLINTON B.

SMITH and HENRY OBENDORFER, Individually and as Trustees for the use and benefit of DAVID SWICKHIMER, ANNIE L. SWICKHIMER and THE RICO STATE BANK, CHARLES HENKEL, individually and as Guardian of the Estates of FREDERICK H. HERZINGER, WILLIAM E. HERZINGER, ELEONORA A. HERZINGER and NELLIE BELLE HERZINGER, minor children of ADAM G. HERZINGER, Deceased, GEORGE E. HICKS, Individually and as Trustee in Bankruptcy of THE RICO MINING COMPANY, ALBERT O. HEADLEY, JR., MARY A. HEADLEY and JANE E. HEADLEY, individually and as heirs and devisees of ALBERT O. HEADLEY, Deceased, RICHARD W. HOCKADAY and JOHN B. KILLGORE, individually and doing business as HOCKADAY & KILLGORE, HENRY GODET, individually and as Trustee in Bankruptcy of THE UNITED RICO MINES COMPANY, A. D. DE MASTERS, individually and as Assignee for the creditors of FILER L. THOMPSON, F. L. IDDIEAUM, as Trustee for the use of SEYMOUR WARREN, H. CAHN, As Administrator of the Estate of D. J. McCarthy, Deceased, S. F. CRAWFORD as Trustee for the use of AMERICAN NATIONAL BANK OF PUEBLO, COLORADO, HENRY FORD as Trustee for the use of JAMES S. PECK, L. S. DICKINSON, as Trustee for the use of GRIGSBY & HALL, HENRY KLIPPENDER, as Executor of the Estate of PAUL BEFFORT, Deceased, JOHN LITTLE as Trustee for the use of THE RICO STATE BANK, C. F. MIDDAUGH, as Trustee for the use of the creditors of F. A. MORIATY, THOMAS F. NEELY, as Trustee for the use of DAVID SWICKHIMER, W. W. PARSHALL as Trustee for the use of THE RICO STATE BANK, M. N. SAWYER, as Administrator of the estate of NICHOLAS HUNT, Deceased, LLOYD C. SHEETS, as Trustee for the use of SWANSEA GOLD AND SILVER MINING COMPANY, E. A. THAYER, as Trustee for the use of MAGGIE DEWNEY, F. L. THOMPSON, as Trustee and THOMAS C. YOUNG, as successor Trustee for the use of GEORGE S. BARLOW, JULIUS THOMPSON as Trustee for the use of JACOB M. ACKER, THE ESTATE AND UNKNOWN HEIRS OF G. E. HUNTER, Deceased, SUZANNE BEFFORT, XAVIER BEFFORT and ALEX BEFFORT, individually and as heirs of PAUL BEFFORT, Deceased, L. F. HILL, F. ROYS, and WILLIAM DAVIDSON as Trustees of the PEOPLES CHURCH OF THE TOWN OF RICO, LOUISE SCHIFFERER, formerly, LOUISE HABERMANN, also known as LOUISE HABERMAN, CAROLINE H. HOFFITT, formerly CAROLINE H. HABERMANN, also known as CAROLINE L. HABERMAN, and LOUIS HABERMANN, also known as LOUIS HABERMAN, individually and as heirs of LOUIS HABERMAN, Deceased, CASPER W. ROHDE, individually and as successor in interest to CHARLES W. ROHDE, CLAIRE M. KEENE, individually and as successor in interest to FALCON LEAD MINING CO., ELIZABETH PELLET and ROBERT L. PELLET, individually and as agents for CLAIRE M. KEENE, individually and as successor in interest to FALCON LEAD MINING CO., M. J. McCLOSKEY, Trustee, A. SHEARD, V. J. KRAFT and H. H. DAWSON as Trustees for the use of the depositors and creditors of DAVID SWICKHIMER and the bank of DAVID SWICKHIMER, Banker, E. J. DEIS, also known as EDWARD J. DEIS, As Assignee, and GEORGE O. GILBERT, as Successor Assignee, in the matter of the assignment of the BANK OF RICO for the use and benefit of the creditors and depositors of said bank, A. T. CHESTNUT, W. L. STEPHENS and HELEN J. BURNHAM, as surviving Trustees, and LLOYD C. SHEETS, as successor Trustee, of SWANSEA GOLD AND SILVER MINING COMPANY, A defunct Corporation, V. J. KRAFT, [illegible] and PERCY S. RIDEP as Trustees for the use and benefit of the creditors and depositors of THE BANK OF RICO, COLORADO, PIERPONT FOWLER, JR. as Receiver of and for THE RIO GRANDE SOUTHERN RAILROAD COMPANY, DAVID BOW, as Mayor of the Town of Rico, Colorado and successor Trustee under Patent from United States of America, THE TOWN OF RICO, COLORADO, A Municipal Corporation, REBECCA ELISA SNOOK, JOHANNA ANNA MOERE and HENRIETTA [illegible] GARDNER, individually and as heirs of OTTO KOSTER, Deceased, and ALL UNKNOWN PERSONS WHO CLAIM ANY INTEREST IN THE SUBJECT MATTER OF THIS ACTION AND THE HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ALIENEES AND ASSIGNS OF ANY OF THE INDIVIDUAL DEFENDANTS NAMED HEREIN WHO MAY BE DECEASED, AND THE SUCCESSORS, TRUSTEES AND ASSIGNS OF ANY OF THE NAMED ASSOCIATED OR CORPORATE DEFENDANTS,

Defendants

Now on this _____ day of _____ A. D. 1954, the same being one of the days of the regular May term of said Court for said year, the above entitled cause and matter comes regularly on to be heard upon the issues joined herein, and plaintiff being present by Milewski and Ping, its attorneys, and the defendants and each and every one of them appearing not, neither in person nor by attorney.

THEREUPON, it is made to appear to the Court and the Court considers and finds that the defendants, William V. Hodges, William V. Hodges, Jr. and Joseph G. Hodges, by their attorney, Hodges, Silverstein, Hodges & Harrington, have filed their Answer and Counterclaim to the Complaint; that thereafter, by Stipulation, said Answer and Counterclaim were duly amended; that by Stipulation and Agreement entered into the 14th day of May, 1954, by and between the plaintiff and said answering defendants the allegations of said Answer and Counterclaim, as amended, were duly admitted by plaintiff and all conflicting claims of the respective parties were set forth and fully compromised and settled thereby and that said defendants, William V. Hodges, William V. Hodges, Jr. and Joseph G. Hodges, are the only defendants named herein who have answered, appeared or otherwise pleaded herein and that all of said named defendants who have not appeared, answered or otherwise pleaded are wholly in default herein.

THEREUPON, it is made to appear to the Court, and the Court considers and finds that the defendants and each of them have been duly and regularly notified of the commencement and pendancy of this action by service upon them as required by statute, all of which service is hereby confirmed and approved by the Court; that none of the defendants named herein, are now, or have been, within a period of thirty days of this date, in the military service of the United States or a nation allied with the United States in the prosecution of the present war; and that as to such unknown defendants as are herein named, satisfactory proof has been presented to the Court establishing that no unanswering defendant, is now, or has been, within thirty days of the date hereof,

in the military service of the United States of America, or a nation allied with the United States in the prosecution of the present war;

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the default of the above named non-answering and non-appearing defendants, and each of them, be entered of record and the trial proceed forthwith.

THEREUPON, it is made to appear to the Court, and the Court considers and finds that the said non-answering and non-appearing defendants and each of them named herein have failed and neglected to appear and plead, answer or demur herein and that the time within which to answer or plead herein has expired, and that no appearance herein has been made by or on behalf of the non-answering and non-appearing defendants or any of them, and that the default of each and every one of the said non-answering and non-appearing defendants has been duly and regularly entered of record upon the application of said plaintiff, and that this said cause is now at issue and the trial thereof should be proceeded with at this time.

THEREUPON, upon application of the plaintiff, and in compliance with the "Soldiers' and Sailors' Civil Relief Act", Louis F. Pell, Attorney at Law, was duly appointed as attorney by the Court to represent and defend all of said non-answering and non-appearing defendants and all unknown persons who claim any interest in the subject matter of this action, and the heirs, devisees, executors, administrators, grantees, alienees, and assigns of the individual defendants named herein who may be deceased, and the successors, trustees and assigns of all the named associated or corporate defendants, and the said Louis F. Pell, appearing for and on behalf of said defendants, filed his answer herein requiring strict proof, and appearing before the Court in the trial of this matter.

THEREUPON, the trial of said cause is duly and regularly proceeded with, and said plaintiff proceeds and introduces all of its evidence in support of its Complaint and rests; and the Court having examined the files herein and having heard the evidence and being now

fully advised in the premises, considers and finds that all of the statements, allegations and averments contained in plaintiff's Complaint and the answering defendant's Answer and Counterclaim, as amended, are true and correct, and that Rico Argentine Mining Company and the answering defendants, William V. Hodges, William V. Hodges, Jr. and Joseph C. Hodges, are, respectively, the owners in fee simple absolute and in possession of the real property hereinafter described and as set forth and described in plaintiff's Complaint and in said defendant's Answer and Counterclaim, as amended, and filed herein.

That the non-answering defendants and non-appearing defendants, both known and unknown, claim some right, title and interest in and to the following described real property which is adverse to, but wholly without right as against, the title of plaintiff as hereinafter set forth and as to the title of the above named answering defendants as hereinafter set forth.

THEREFORE, IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that Rico Argentine Mining Company is the owner in fee simple absolute and in possession of the following described real property situate and lying in the County of Dolores, State of Colorado, to-wit:

MAX BOEHMER TRACT situate and located within Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at Cor. No. 1 identical with Cor. No. 31 of the Townsite of Rico, whence an Aspen tree blazed and marked B. T. Cor. 31 T. R. bears N. 43 deg. 58 mins. E. 45.6 feet distant, thence S. 10 deg. W. along W. line of the Townsite of Rico 625 feet to Cor. No. 2; thence N. 51 deg. 20 mins. E. 511 ft. to Cor. No. 3 on the W. bank of the Dolores River, general course, N. 10 deg. 20 mins. E. 629 3/10 feet to Cor. No. 4, being the same as Cor. No. 32 of the Townsite of Rico, also Cor. No. 4 of the Burchard lode, whence a Cottonwood tree 18" in diameter blazed and marked B. T. Cor. No. 32 T. R. bears S. 82 deg. 45 mins. W. 5 ft. distant, thence S. 51 deg. 20 mins. W. 516.7 feet to Cor. No. 1 the place of beginning, containing 7.4 acres, more or less.

WARNER K. PATRICK TRACT situate and located within Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Cor. No. 1 of said townsite bears N. 10 deg. E. 151.4 ft., thence S. 10 deg. W. 374.3 feet along said line 1-2 to a point, thence S. 63 deg. 16 mins. W. 404.1 ft. to Cor. No. 1 of Eighty-eight (88) lode, thence N. 10 deg. E. 374.3 feet to Cor. No. 6 of Eighty-eight (88) lode, thence N. 63 deg. 16 mins. E. 404.1 ft. to place of beginning, containing 2.782 acres more orless.

THOMPSON TRACT situate and located within the Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at Cor. No. 1 which is also Cor. No. 4 of Survey 5832 Shamrock Lode, thence due East 88.9 feet to Corner No. 2, identical with Cor. No. 37 of the Townsite of Rico aforesaid, also identical with Cor. No. 4 of Survey No. 6 09, Yankee Boy Lode, thence S. 10 deg. W. along the Westerly boundary line of the Townsite of Rico 623.5 feet to Cor. No. 3, thence N. 88 deg. 0 mins. E. 137.5 feet to Cor. No. 4 on the West bank of the Dolores River, thence N. 1 deg. 44 mins. West 402 feet to Cor. No. 5, thence N. 88 deg. 30 mins. E. 144 feet to Cor. No. 6 on the W. bank of the Dolores River (general course N. 19 deg. 3 mins E.) 210 feet to Corner No. 7; thence N. 17 deg. 29 mins. W. along the west bank of said Dolores River 100 feet to Cor. No. 8, thence due South 93 feet to Cor. No. 1 the place of beginning, containing 0.10 acres more or less.

GRAVEYARD TRACT situate and located within the Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at Cor. No. 1 whence the corner common to Sections 35 and 36 T. 40 N., R. 11 W. and 1 and 2 T. 39 N., R. 11 W. of N.M.P.M. bears S. 80 deg. 50 mins. E. 225 feet distant and Cor. No. 21 of Rico Townsite bears N. 66 deg. 20 mins. E. 1123.7 feet distant and N.E. Cor. of Rico Graveyard bears S. 20 deg. 57 mins. E. 341.37 feet distant and Cor. No. 3 of Little Ada Claim bears S. 88 deg. 4[illegible] mins. W. 59.54 feet distant;; thence N. 68 deg. 20 mins. W. 608.56 feet along the southerly side line of the Little Ada Mining Claim to Cor. No. 2, a point 668.1 feet N. 68 deg. 20 mins. W. from Cor. No. 3 of Little Ada Claim whence Cor. No. 2 of N. & M. Mining Claim and Cor. No. 28 of Rico Townsite bears S. 2 deg. 10 mins. W. 99.50 feet distant and N. E. Cor. of Rico Graveyard bears S. 39 deg. 58 mins. W. 716.22 feet distant; thence S. 2 deg. 10 mins. W. 99.50 feet to Cor. No. 2 of N. & M. Mining Claim and Cor. No. 28 of Rico Townsite 793.86 feet to Cor. No.3 identical with Cor. No. 29 of Rico Townsite; thence N. 80 deg. W. 466.10 feet to Cor. No. 4 at intersection of south end line of Rico Townsite and East side line of Rico Graveyard; thence N. 10 deg. E. 165.8 feet to Cor. No. 5 identical with N. E. Cor. of Rico Graveyard; thence N. 80 deg. W. 160 feet to Cor. No. 6 identical with N. W. Cor. of Rico Graveyard, whence Cor. No. 3 of Little Ada Claim bears S. 6 deg. 36 mins. W. 275.02 feet distant; thence N. 10 deg. E. 301.53 feet to Cor. No. 1 the place of beginning, containing 7.81 acres more or less.

F. G. DAY TRACT situate and located in Southwest part of Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at S. 10 deg. West 1130 ft. from Cor. No. 31; thence S. 10 deg. West 240 ft. to a point; thence S. 80 deg. E. 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence N. 8 deg. 30 mins. E. 240.1 feet to a point; thence N. 80 deg. W. 724 ft. to the place of beginning, containing 3.972 acres more or less.

A. E. ARMS TRACT situate and located in Southwest part of Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at S. 10 deg. W. 890 ft. from Corner No. 31; thence S. 10 deg. W. 240 ft. to a point; thence S. 80 deg. E. 724 ft. to the West line of the Rio Grande Southern Railroad right-of-way; thence N. 8 deg. 30 mins. E. 240.1 feet, thence N. 80 deg. W. 717.8 ft. to the place of beginning, containing 3.972 acres more or less.

GROUP TRACT situate and l ated within the Townsite of Rico, Pioneer Mining District, Dolores Cou y, Colorado and described by metes and bounds as follows: Beginning at he N. E. Co , on line 16-17 in the Townsite of Rico, thence S. ten (10) degrees W. 76 ft. to the S. E. Cor. which is also Cor. No. 17 of Rico Townsite, hence W. 1021.8 ft. to the S. W. Cor. a post in line 1-2 of the Pasadena Reduction Company Tract; thence N. one (1) degree fifty-two (52) minutes W. 1052.6 ft. to N. E. Corner, J. M. Acker or Winkfield claim, thence N. four (4) degrees three (3) minutes W. 100 ft. to the N. W. Cor. a post; thence N. eighty-seven (87) degrees fifty-four (54) minutes E. 153.8 ft. to a post in the center of River Street; thence S. two (2) degrees six (6) minutes E. 350 ft. along the center line of River Street to a post; thence S. eighty-seven (87) deg. fifty-four (54) mins. W. 30 ft. to a post on the west line of River Street, thence S. two (2) degrees six (6) minutes E. 600 ft. along the West line of River Street to a post; thence N. eighty-seven (87) degrees fifty-four (54) minutes E. 476 ft. to the S. E. Cor. of Block thirty-eight (38), thence N. two (2) degrees six (6) mins. W. 560 ft. to the S. E. Cor. lot twenty-one (21) Block ten (10); thence North eighty-seven (87) deg. fifty-four (54) mins. E. 116 ft. to the S. E. Cor. of Block Ten (10); thence N. two (2) degrees six (6) minutes W. 54 ft. to a post, thence S. sixty-eight (68) deg. forty-two (42) mins. E 486.1 ft. to the place of beginning, containing 14.583 acres more or less.

BEAM TRACT and TRACTS "B", "C" and "D" situate and located within Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and described by metes and bounds as follows: Commencing at Corner No. 1 of the Rico Townsite, thence South 10 deg. W. to the intersection of the Northerly side line of the Eight-eight lode claim, Sur. No. 7348; thence South 63 deg. 16 mins. W. 125 ft., thence S. 88 deg. 51 mins. 42 Secs. W. 24 ft. to Cor. No. 6 Elliott Lode Claim Survey No. 1536, which is also Cor. 43 Rico Townsite, thence continuing S. 88 deg. 51 mins. 42 Secs. W. 136.7 ft. from said Cor. No. 6; thence S. 17 deg. 2 mins. E. 31.1 ft. to Cor. No. 3 Atlantic Cable lode claim, Sur. No. 1136 being Cor. No. 41 of Rico Townsite; thence S. 68 deg. 30 mins. W. 220 ft. to the intersection of the Eastern boundary line of Block 24, thence Southerly 398 ft. along said East line of Block 24 to the intersection of the Northern side line of the Gulch lode claim, Sur. No. 1513, thence S. 63 deg. 16 mins. W. 60 ft. to the intersection of the South line of Soda St., thence westerly along said S. line of Soda St. 280 ft. to the intersection of the Southern side line of the Townsite lode claim, thence S. 68 deg. 30 mins. W. 648 ft. to the intersection of the Eastern line of Glasgow Ave.; thence Northerly along said East line of Glasgow Ave. to the intersection of the Southern side line of Atlantic Cable claim, Sur. No. 1136, thence S. 68 deg. 30 mins. W. 220 ft. to Cor. No. 2 which is also Cor. No. 6 of the Smuggler lode claim, Survey No. 5912 and Cor. No. 40 of Rico Townsite, thence S. 85 deg. 04 mins. W. 711.5 ft. to Cor. No. 5 being also No. 39 of Rico Townsite; thence W. 35 ft. to the intersection of the Westerly line of Rico Townsite with line 4-5 of said Smuggler lode claim, thence North 10 deg. E. along the Westerly townsite line to Corner No. 46 Rico Townsite, thence South 80 deg. E. along the Northern Line of Rico townsite to Corner No. 1 the place of beginning, containing 42 acres more or less.

TRACT OF LAND SITUATE AND LOCATED in Southwest part of Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A. E. Arms Tract on the South and the West boundary Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West and described by metes and bounds as follows: Beginning at a point on the W. Boundary of Second Amended Survey Rico Townsite, which is also the N. W. Cor. of Tract deeded to A. E. Arms March 13, 1902; thence N. 10 deg. E. 265 ft.

to a point on W. line Second Amended Survey Rico Townsite which is also the S. W. Cor. of Tract deeded to Ma Boehmer October 10, 1892; thence N. 51 deg. 20 mins. E. 511 ft. to a poi t which is also the S. W. Corner Max Boehmer tract; thence N. 10 deg. 20 ins. E. 629.3 ft. to a point which is also Cor. No. 32 Amended Survey Rico Townsite; thence N. 18 deg. 40 mins. W. 178.3 ft. to a point on line 32-33 Second Amended Survey Rico Townsite which is also on the S. boundary of Winkfield Tract; thence S. 80 deg. E. 399.5 ft. to a point which is also the N. W. corner of Tract deeded to Pasadena Reduction Company, July 15, 1884, thence S. 40 deg. 04 mins. W. 401.7 ft. to a point which is also the W. corner of Pasadena Reduction Company Tract; thence S. 24 deg. 30 mins. E. 350 feet to a point which is also the S. W. Corner Pasadena Reduction Co. tract, thence S. 5 deg. 18 mins. W. 801 ft. to a point which is also the N. E. Cor. A. E. Arms tract; thence N. 80 deg. W. 717.8 feet to the place of beginning, containing 13.11 acres more or less.

TRACT OF LAND situate and located in Southwest corner of Townsite of Rico, Pioneer Mining District, Dolores County, Colorado and bounded by F. G. Day, et al Tract, West and South boundaries of Rico Townsite, and Rio Grande Southern Railroad right-of-way, and described by metes and bounds as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears S. 10 deg. West 1570 ft. from Cor. No. 31 identical with SW cor. of Tract deeded to F. G. Day, et al as recorded in Book 33, page 10 of the records of the office of the County Clerk and Recorder of Dolores County, Colorado; thence S. 10 deg. W. 318.4 ft. to a point which is also Cor. No. 30 of said Survey of Rico Townsite; thence S. 80 deg. E. 724 ft. to a point on line 29-30 of said survey of Rico Townsite; thence N. 10 deg. E. 318.4 ft. thence North 80 degs. W. 724 ft. to the place of beginning, containing 5.29 acres more or less.

All mines, minerals, metals, lodes, deposits and veins and all mineral bearing ores and rocks and all mining rights under the surface grounds of the Townsite of Rico, Colorado as said Townsite is described by metes and bounds in the Patent from the United States of America recorded in Book 17 at pages 394-402 inclusive of the records of Dolores County, Colorado and as further described in the Plats of said Townsite of Record in the office of the Clerk and Recorder of Dolores County, Colorado.

And more particularly, but not by way of limitation, all mines, minerals, metals, lodes, deposits and veins and all mineral bearing ores and rocks and all mining rights underneath the surface grounds of the following described property situate and located within the Townsite of Rico, Colorado as per the plats thereof on file in the office of the Clerk and Recorder of Dolores County, Colorado and as per the Patent thereto recorded in Book 17 at Pages 394-402 inclusive of the records of Dolores County, Colorado, to-wit: All streets and alleys within the Townsite of Rico, Colorado, and all platted and unplatted portions of the Townsite of Rico, Colorado, and all platted portions of the Townsite of Rico, Colorado not conveyed by the Mayor, Commissioner of Deeds, Board of Trustees or other corporate authorities of said Town prior to November 15, 1892, being all the right, title and interest acquired by Julius Thompson under and by virtue of that certain deed of record in Book 28 at Page 140 of the records of Dolores County, Colorado, and all the above described sub-surface rights, estates and interest in and to the following described lots of the said Townsite of Rico, Colorado, to-wit:

Lots three, seven, nine, three-fourths of Lot ten, thirteen sixteen, seventeen, nineteen to twenty-three inclusive, twenty-five,

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twenty-seven, thirty-one, thirty-tw , thirty-seven, thirty-nine and forty of Block One; Lots one, two, three, five, six, eleven, twelve, nineteen, twenty, twenty-eight, twenty-nine, hirty, thirty-four, thirty-eight, thirty-nine and forty of Block Two; Lots two, six, seven, eight, ten, eleven, thirteen, sixteen to twenty-two inclusive, twenty-six and twenty-eight to thirty-one, inclusive of Block Three; Lots ten, eleven, thirteen, fourteen, twenty-four, twenty-five nd thirty-six of Block Four; Lots eleven, eighteen to twenty-eight inclusive, thirty-one, thirty-two, thirty-four, thirty-five and thirty-eight in Block Five; Lots one, three, sixteen, to twenty-one inclusive, twenty-three, twenty-four, twenty-five, twenty-seven, twenty-eight, twenty-nine and thirty-three to forty inclusive, Block Six; Lots one, seven to thirteen inclusive, twenty-two, twenty-six, twenty-eight, thirty, thirty-one, thirty-two and thirty-six in Block Seven; Lots one to six inclusive, thirty-three, thirty-four, thirty-six and thirty-eight, Block Eight; Lot thirty-two in Block Nine; Lots four, six, seven, ten, eleven, fourteen, fifteen, sixteen and forty in Block Ten; Lots three, five, twelve and thirty-six in Block Eleven; Lots six, nine to thirteen, inclusive in Block Twelve; Lots one to four inclusive, six to twenty-one inclusive, twenty-four to thirty-three inclusive, thirty-eight, thirty-nine and forty in Block Thirteen, Lots three, six, eight to twelve inclusive, seventeen, eighteen, twenty-four, twenty-five, twenty-seven, twenty-eight and thirty-two in Block Fourteen; Lots one to six inclusive, nine, fourteen, fifteen, twenty-three, twenty-four, twenty-six, twenty-eight, thirty-two, thirty-three and thirty-four in Block Fifteen; Lots Thirty-three, thirty-four, thirty-five, thirty-nine and forty in Block Sixteen; Lots twelve, thirteen, fourteen, seventeen, twenty-six, twenty-seven, twenty-eight, thirty-one and thirty-seven to forty inclusive in Block Seventeen; Lots seven, eight, and nine in Block Nineteen; Lots three to seven inclusive, thirty-one, thirty-two and thirty-three in Block Twenty; Lots one, two and three in Block Twenty-one; Lots Thirteen, fourteen, seventeen to twenty inclusive, and forty in Block twenty-two; Lots eighteen, twenty-six, thirty and thirty-one in Block twenty-three; Lot twenty-one in Block Twenty-four; Lots twenty-three to thirty inclusive, Block Twenty-six; Lots one, two, thirteen, fifteen, sixteen, and seventeen in Block twenty-seven; Lots fifteen, sixteen, seventeen, eighteen, nineteen and twenty in Block Twenty-eight; Lots one, two and three in Block Thirty-one; Lotsthree and four in Block Thirty-two; Lots twenty, nine, thirty, thirty-four, thirty-five and thirty-six in Block Thirty-four; Lots twenty-one and twenty-two in Block Thirty-six; Lots sixteen and seventeen in Block Thirty-seven.

All the following described real propert situate in the County of Dolores, State of Colorado, to-wit;

The Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section Twenty (20), North half of the Northeast quarter (N½NE¼) and Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section Twenty-nine (29) and Northeast Quarter of Northwest Quarter (NE¼NW¼) of Section Two (2), all in Township Forty (40) North, Range Ten (10) West, N.M.P.M. The Southeast Quarter of the Northwest Quarter (SE¼NW¼) and East half of the Southwest Quarter (E½SW¼) of Section Thirty-five (35) and Southwest Quarter Northwest Quarter (SW¼NE¼) and Northwest Quarter of the Southeast Quarter (NW¼SE¼) of Section Fourteen (14) all in Township Forty-one (41) North, Range Ten (10) West, N.M.P.M. and Northeast Quarter (NE¼) and the Northwest Quarter (NW¼) of Section Thirty-one (31), Township Forty-one (41) North, Range Nine (9) West, N.M.P.M.

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All the following named patented lode and placer mining claims and mill sites situate and located in the Pagosa Mining District, Dolores County, Colorado and hereinafter described by name, United States Survey Lot Number, and official Patent from the United States of record in the Office of the County Clerk and Recorder in and for Dolores County, Colorado at the Book, Page and Film Number hereinafter set forth, all of which is incorporated herein, and made a part hereof by reference for more definite and complete description, to-wit:

NAME	SURVEY LOT NO.	PATENT
Phoenix Lode	362	Book 17 Page 90
Pelican Lode	363	" 17 " 95
Yellow Jacket Lode	364	" 17 " 100
Columbia Mill Site	365B	" 17 " 136
Wide Awake Lode	366	" 51 " 65
Aztec Mill Site	367B	" 17 " 133
Grand View Lode	383	" 17 " [illegible]
Major Lode	384	" 17 " 105
Homestake and Little Cora Consolidated Placer Mining Claim	410	" 17 " 308
Ingersoll Lode	413	Reception No. 57649
Swansea Lode	434	Reception No. 56370
Chestnut Lode	435	Reception No. 56369
Newman Lode	436A	Reception No. 56363
Newman Mill Site	436B	Book 12 Page 71 (Receiver's Certificate)
Franklin Lode	564	Book 17 Page 295
Riverside Lode	590	Reception No. 56382
Wabash Lode	617	Book 17 Page 40
Malvina Lode	620	Reception No. 56371
Santa Clara Lode	664	Book 17 Page 324
Pigeon Lode	665	" 17 " 74
Telegraph Lode	780	" 17 " 279
Gertie Lode	781	" 17 " 127
Harvey Lode	914	" 17 " 513
Uncle Ned Lode	915	" 17 " 507
Merrimac Lode	926	" 17 " 56
Hope Lode	939	" 17 " 22
Cross Lode	940	Reception No. 57645
Pittsburg Lode	941	[illegible] 17 Page 17
Paymaster Lode	947	" 17 " 46
Nora Idlly Lode	1010	" [illegible] " 517
15/16 interest in and to C. H. C. Lode	1040	" 17 " 371
Undine Lode	1090	" 17 " 80
Atlantic Cable Lode	1136	" 17 " 299
Gem of Beauty Lode	1164	" 17 " 389
Royal Tiger Lode	1190	Reception No. 56366
Little Maggie Lode	1211	Book 17 Page 365
Tip Top Lode	1248	" 17 " 526
Allegheny Lode	1255	" 17 " 283
Lelia Davis Lode	1256	" 48 " 536
Iron Cap Lode	1428	" 17 " 305
Durango Lode	1441	" 17 " 311
Confidence Lode	1447	" 17 " 168
Milan Lode	1449	" 17 " 153
Mariquita Lode	1450	" 17 " 189
Excelsior Lode	1451A	" 17 " 163

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Excelsior Mill Site	1451B	Book 17	Page 163		
Florence Lode	1452A	" 17	" 158		
Florence Mill Site	1452B	" 17	" 158		
Mountain Monarch Lode	1454	" 17	" 144		
Peru Lode	1455	" 17	" 148		
Lucy Lode	1456	" 17	" 261		
Zulu Lode	1457	" 17	" 184		
New Discovery Lode	1461A	" 17	" 225		
New Discovery Mill Site	1461B	" 17	" 225		
Robber State Lode	1464	" 17	" 519		
Stony Point Lode	1469	" 17	" 350		
Gulch Lode	1513	" 17	" 341		
Elliott Lode	1536A	" 17	" 115		
Elliott Mill Site	1536B	" 17	" 115		
New Year Lode	1538	" 17	" 381		
South Park Lode	1566	Reception No. 57640			
Maid of Australia Lode	1567	Book 17	Page 325		
Black Chief Lode	1649	" 17	" 232		
Silver Cache Lode	1655	" 17	" 242		
Avalanche Lode	1682	" 17	" 338		
Lookout Lode	1683	" 17	" 212		
Rico	1879	" 17	" 375		
Eureka Lode	1880	" 17	" 249		
Clan Campbell Lode	1897	" 17	" 368		
Skeptical No. 1 Lode	1900	" 17	" 314		
D. P. Lode	1980	Reception No. 56364			
Isabelle Lode	2039	Book 17	Page 385		
Black Hawk Lode	2060	" 17	" 255		
Falcon Lode	2151	" 51	" 515		
Syndicate Lode	2185A	" 17	" 361		
Wellington Lode	2212	" 17	" 321		
126/128 Interest in and to					
Princeton Lode	2258	" 17	" 429		
Golden Fleece Lode	2261	" 17	" 377		
General Logan Lode	2476	" 17	" 353		
General Sherman Lode	2477	" 17	" 357		
Gen. O. O. Howard Lode	2478	" 17	" 359		
General Sheridan Lode	2479	" 17	" 291		
Black George Lode	2485	Reception No. 56381			
Gipsy Lode	2499	Book 17	Page 275		
Dayton Lode	2540	" 17	" 205		
Bourbon Lode	5132	" 17	" 433		
Exchequer Lode	5132	" 17	" 433		
Premier Lode	5132	" 17	" 433		
Kearney Lode	5133	Reception No. 56368			
Cobbler Lode	5274	Reception No. 57048			
Lila D. Lode	5659	Reception No. 57647			
Silver Age Lode	5831	Reception No. 56362			
Shamrock Lode	5832	Book 17	Page 420		
Snowflake Lode	5909	Reception No. 56380			
Sun Up Lode	5910	Reception No. 56367			
Bell Lode	5911	Book 34	Page 73		
Smuggler Lode	5912	" 34	" 181		
Laura Lode	5913	" 34	" 81		
Enterprise Lode	5916	" 34	" 97		
Kitchen Lode	5917	" 34	" 85		
Ontario Lode	5923	" 34	" 65		
Golden Age Lode	5956	" 34	" 197		
Star Route Lode	5970	" 34	" 177		
Night Watch Lode	5976	" 34	" 25		
Stanley No. 1 Lode	6095	" 34	" 309		
Stanley No. 2 Lode	6095	" 34	" 309		
Stanley No. 3 Lode	6095	" 34	" 309		
Leap Year Lode	6105	" 34	" 261		
Mountain Spring Lode	6129	Reception No. 56379			

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Crebec Lode	6130	Book 17 Page 431
499/512 interest in and to		
Ethlena Lode	6136	Reception No. 56365
Iota Lode	6154	Reception No. 56376
Alta Lode	6191	Book 34 Page 313
Star Lode	6199	" 34 " 5
Silver Glance Lode	6201	Reception No. 56375
Silver Glance No. 2 Lode	6201	Reception No. 56375
Mary Lode	6205	Reception No. 56374
Snow Flake Lode	6216	Book 34 Page 9
Vestal Lode	6252	Reception No. 56383
Eureka Lode	6285	Book 34 Page 113
G. S. H. H. Lode	6286	" 34 " 265
N. A. Cowdrey Lode	6317	" 34 " 293
Richmond Lode	6338	" 17 " 403
Song Bird Lode	6392	" 34 " 81
Hiawatha Lode	6393	" 34 " 89
Thompson Lode	6394	" 34 " 121
Lillie Bernard Lode	6406	" 17 " 407
Aspen Lode	6512	" 34 " 105
Last Chance Lode	6512	" 34 " 105
Weimar Lode	6513	Reception No. 57646
G. V. G. Lode	6725	Book 17 Page 427
A. B. C. Lode	6726	" 17 " 425
Mechlena Lode	6739	Reception No. 57642
Imp Lode	6796	Book 17 Page 441
Ae[illegible] Lode	6796	" 17 " 441
Saw Tooth Lode	6796	" 17 " 441
Ute Lode	6796	" 17 " 441
Contact Lode	6895	" 17 " 436
Confidence Lode	6895	" 17 " 436
Little Carrie Lode	6960	" 34 " 217
Yanky Boy Lode	6969	" 17 " 423
Pluto Lode	6985	Reception No. 57643
2/3 interest in and to		
E. R. G. Lode	7013	Book 34 Page 13
2/3 interest in and to		
E. B. Lode	7013	" 34 " 13
W. L. Stephens Lode	7017	" 34 " 201
Dude Lode	7049	Reception No. 56373
Dudess Lode	7049	Reception No. 56373
Catskill Lode	7062	Book 34 Page [illegible]
Eby Lode	7066	" 34 " 301
Gulf Lode	7111	" 17 " 439
Silver Glance Lode	7111	" 17 " 439
Eclipse Lode	7289	" 34 " 33
Connecting Link Lode	7310	Reception No. 56372
Eighty-Eight (88) Lode	7348	Reception No. 57641
Crown Point Lode	7365	Reception No. 56378
Big Blue Lode	7365	Reception No. 56378
Barnum Lode	7365	Reception No. 56378
Brittle Silver Lode	7458	Book 34 Page 252
Selenide Lode	7459	" 34 " 245
H. C. P. Lode	7548	Reception No. 57637
Bullion Lode	7599	Book 51 Page 69
Denver Lode	7601	Reception No. 57638
Big Strike Lode	7601	Reception No. 57638
Independent Lode	7601	Reception No. 57638
Roger Tichborne Lode	7784	Book 34 Page 41
Honduras Lode	7843	" 34 " 297
Missouri Lode	7898	" 34 " 53
Silver Glance No. 4 Lode	7976	" 34 " 101
Helen C. Lode	7977	" 34 " 149
Stephanite Lode	7980	" 34 " 253
S.M.C. Lode	7986	" 34 " 145

Millie Lode	988	Book 34 Page 241
Hillside Lode	994	" 34 " 49
Hillside No. 2 Lode	994	" 34 " 49
Half Loaf Lode	6017	Reception No. 57644
Highland Chief Lode	6017	" " "
G. L. I. Lode	6017	" " "
Hel Pointer Lode	6017	" " "
Shehocton Lode	6017	" " "
Nancy Hanks Lode	6017	" " "
Lowland Chief Lode	6017	" " "
Little George Extension Lode	6017	" " "
Little Lulu Lode	6017	" " "
Little George Lode	6017	" " "
Royal Turk Lode	6020	Reception No. 56377
Silver Belt Lode	6020	Reception No. 56377
Evening Call Lode	6029	Book 34 Page 129
Bed Rock Lode	6030	" 34 " 129
Home Lode	6031	Reception No. 57639
Sam Patch Lode	6031	Reception No. 57639
Little Maggie Lode	6070	Book 34 Page 141
Burchard Lode	6070	" 34 " 141
Hardscrabble Lode	6070	" 34 " 141
Black Night Lode	6135	" 34 " 277
Iron Rod Lode	6140	" 34 " 285
Excelsior Lode	6141	" 34 " 281
Excelsior No. 2 Lode	6141	" 34 " 281
Lottie Lode	6223	" 34 " 269
Lona M. Lode	6228	" 34 " 273
D. and B. B. Lode	6539	" 34 " 305
Caledonia Lode	10122	" 34 " 109
Bald Eagle Lode	10122	" 34 " 109
Little Johnny Lode	10122	" 34 " 109
Apex Lode	11583A	" 34 " 117
Group Mill Site	11583B	" 34 " 117
Dayton No. 2 Lode	11636	" 34 " 209
Cornucopia Lode	11667	" 34 " 185
Fraction Lode	11814	" 34 " 157
McIntire Lode	12302	" 34 " 133
Lone Tree Lode	12303	" 34 " 137
Redeemer Lode	12304	" 34 " 153
Argentine Lode	15233	" 44 " 160
Cashier Lode	15233	" 44 " 160
Worlds Fair Lode	15233	" 44 " 160
Humboldt Lode	15233	" 44 " 160
James G. Blaine Lode	15233	" 44 " 160
A-Kay Lode	19665	" 51 " 17
Little Casper Lode	19665	" 51 " 17
Cerebus Lode	19665	" 51 " 17
Goliath Lode	19665	" 51 " 17
Triangle Lode	20347	" 66 " 84
Wedge Lode	20348	" 66 " 83
Mountain Boy Lode	20367	" 60 " 459
Monarch Lode	20387	" 60 " 459
Last Chance Lode	20388	" 34 " 317
Mammoth Lode	20500	" 62 " 520
Last Chance Lode	20567	" 66 " 81
Black Hawk Extension Lode	20568	" 66 " 90
Devide Lode	20568	" 66 " 90
Trails End Lode	20568	" 66 " 90
Mervin Lode	20619	" 66 " 222
Martha Lode	20619	" 66 " 222

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And that the defendant, William V. Hodges is the owner in fee simple absolute and in possession of the following described real property situate and lying in the County of Dolores, State of Colorado, to-wit:

CLAIM	SURVEY NO.	PATENT
1/32 interest in and to the G. H. C. Lode	1040	Book 17 Page 371
1/128 interest in and to the Princeton Lode	2256	Book 17 Page 429
11/512 interest in and to the Ethlena Lode	6136	Reception No. 56365
1/6 interest in and to the H. B. Lode	7013	Book 34 Page 13
1/6 interest in and to the E. R. G. Lode	7013	Book 34 Page 13

And that the defendant, William V. Hodges, Jr. is the owner in fee simple absolute and in possession of the following described real property situate and lying in the County of Dolores, State of Colorado, to-wit:

CLAIM	SURVEY NO.	PATENT
1/64 interest in and to the G.H. C. Lode	1040	Book 17 Page 371
1/256 interest in and to the Princeton Lode	2256	Book 17 Page 429
11/1024 interest in and to the Ethlena Lode	6136	Reception No. 56365
1/12 interest in and to the H. B. Lode	7013	Book 34 Page 13
1/12 interest in and to the E. R. G. Lode	7013	Book 34 Page 13

And that the defendant, Joseph G. Hodges is the owner in fee simple absolute and in possession of the following described real property situate and lying in the County of Dolores, State of Colorado, to-wit:

CLAIM	SURVEY NO.	PATENT
1/64 interest in and to the G. H. C. Lode	1040	Book 17 Page 371
1/256 interest in and to the Princeton Lode	2256	Book 17 Page 429
11/1024 interest in and to the Ethlena Lode	6136	Reception No. 56365
1/12 interest in and to the H. B. Lode	7013	Book 34 Page 13
1/12 interest in and to the E. R. G. Lode	7013	Book 34 Page 13

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IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that as between the plaintiff, Rico Argentine Mining Company and the answering defendants, William V. Hodges, William V. Hodges, Jr., and Joseph G. Hodges, all the right, title and interest of said parties in and to the above described premises is fully and completely settled and adjudicated herein; that the ownership of each of said parties be and the same is as hereinabove set forth and described; and that said parties and each and all of them and all persons claiming by, through or under them be and the same hereby are forever barred and estopped from claiming any right, title or interest in the property of the other as hereinabove set forth and described as against each other and all persons claiming by, through or under each of them.

IT IS FURTHER CONSIDERED, ORDERED, ADJUDGED AND DECREED BY THE COURT that the claim of the non-appearing and non-answering defendants and all persons claiming by, through or under them, both known and unknown, named and unnamed, of some right, title and interest in said premises is without right as against the title of plaintiff and the answering defendants, William V. Hodges, William V. Hodges, Jr., and Joseph G. Hodges, and that the title of plaintiff and said answering defendants be quieted as hereinabove set forth as against said non-appearing and non-answering defendants and that said non-appearing and non-answering defendants and all persons claiming by, through or under them, both known and unknown, named and unnamed, be and hereby are forever barred and estopped from claiming any right, title or interest in said premises as hereinabove set forth and described as against the plaintiff, Rico Argentine Mining Company, and the said answering defendants, William V. Hodges, William V. Hodges, Jr., and Joseph G. Hodges, and all persons claiming by, through or under them, and that the costs herein be taxed to plaintiff.

Done in open Court this _____ day of _____, 1954.

BY THE COURT:

_____
Judge

STATE OF COLORADO)
ss
County of Dolores)

I, DAN B. HUNTER, Clerk of the District Court in and for the county and state aforesaid, do hereby certify the foregoing and attached to be a true and correct copy of the original Decree as the same appears on file and of record in said Court.

Witness my hand and the seal of the said Court at Dove Creek, Colorado, this 16 day of July, A. D. 1954.

Dan B. Hunter
Clerk of the District Court
Dove Creek, Dolores County, Colorado

Filed for record the 25th day of May A.D. 1970, at 11:15 o'clock A. M. Jane Shreve Recorder
Reception No. 86571 Book 133 Page 31 By Nada Lovell Deputy

Page 31

Know all Men by these Presents, That, whereas, the following described several parcels of real property, viz:

1/8 Independent	Survey No.	7601	Pioneer Dist.
3/16 Chicago	" "	8353	Pioneer Dist.
11/48 South Park	" "	1563	Pioneer Dist.
1/16 Honduras	" "	7843	Pioneer Dist.
1/8 Pluto	" "	6985	Pioneer Dist.
1/8 Big Strike	" "	7601	Pioneer Dist.
1/8 Denver	" "	7601	Pioneer Dist.

5-25-70
Exempt

situated in the County of Dolores and State of Colorado, were subject to taxation for the year (or years), A. D. 19 65;

And, Whereas, the taxes separately assessed upon said several parcels of real property, for the year (or years) aforesaid, remained due and unpaid at the date of the sale hereinafter named;

And, Whereas, The Treasurer of the said County did, on the 5 th. day of December, A. D. 19 66, by virtue of the authority vested in him by law, at the sale begun and publicly held on the 5 th. day of December A. D. 19 66, separately expose to public sale at the office of the Treasurer, in the County aforesaid, in substantial conformity with the requirements of the statute in such case made and provided, the said several parcels of real property above described, for the payment of the taxes, penalty interest, and costs then due and remaining unpaid on said several parcels of property;

*And, Whereas, At the time and place aforesaid Albert C. Stampfel, Alvene Hurley, M.J. Lay of the County of Dolores and State of Colorado bid separately on all of the above described several parcels of property, in all amounting to the sum of Thirty Five Dollars, and Cents, being the whole amount of taxes, penalty interest, and costs then due and remaining unpaid upon all of said several parcels of property for that year (or years), and the said Albert C. Stampfel, Alvene Hurley, M.J. Lay having offered in his said several bids to accept interest upon the said several sums at the rate of Statutory per cent per annum for the first six months, and at the rate of Statutory per cent. per annum for the next six months, and thereafter at the rate of Statutory per cent. per annum, and the said rate of interest being the lowest rate of interest at which any person offered to pay the said taxes, penalty interest, and costs so due upon several parcels of property for that year (or years), and payment of the said sum having been made by him to the said Treasurer, the said several parcels of property were severally stricken off to him at that price;

And, Whereas, The said ..... did, on the ..... day of ....., A. D. 19....., duly assign the certificates of the sale of the several parcels of property as aforesaid, and all his rights, title, and interest in several parcels of property, to ..... of the County of ..... and State of .....;

And, Whereas, The said ..... did, on the ..... day of ....., A. D. 19....., duly assign the certificates of the sale of the several parcels of property as aforesaid, and all his rights, title and interest in said several parcels of property, to ..... of the County of ..... and State of .....;

And, Whereas, At the sale so held as aforesaid by the Treasurer, no bids were offered or made by any person or persons for the said several parcels of property, and no person or persons having offered to pay the said taxes, penalty interest, and costs upon the said several parcels of property for that year (or years), and the said Treasurer having become satisfied that no sale of said several parcels of property could be had, therefore the said several parcels of property were, by the then Treasurer of the said County, stricken off to the said County, and certificates of sale were duly issued therefor to the said County in accordance with the statute in such case made and provided;

And, Whereas, The said ..... County, acting by and through its Treasurer, and in conformity with the order of the Board of County Commissioners of the said County, duly entered of record on the ..... day of ....., A. D. 19....., (the said day being one of the days of a regular session of the Board of County Commissioners of said County), did duly assign the certificates of sale of said several parcels of property, so issued as aforesaid to said County, and all rights, title, and interest in said several parcels of property held by virtue of said sale;

And, Whereas, The said ..... did, on the ..... day of ....., A. D. 19....., duly assign the certificates of the sale of the several parcels of property as aforesaid, and all his rights, title, and interest in said several parcels of property, to ..... of the County of ..... and State of .....;

*And, Whereas, The said Albert C. Stampfel, Alvene Hurley, M.J. Lay has paid subsequent taxes on said several parcels of property to the amount of Thirty eight Dollars and Eighteen Cents;

And, Whereas, More than three years have elapsed since the date of the said sale, and the said several parcels of property have not been redeemed therefrom as provided by law;

And, Whereas, The said several parcels of property were valued for assessment for that year (or years) at the amount of One Hundred Eighty Five Dollars;

And, Whereas, All the provisions of the statutes prescribing prerequisites to obtaining tax deeds have been fully complied with, and are now of record, and filed in the office of the Treasurer of said County;

Now, Therefore, I, Beatrice M. Simmons Treasurer of the County aforesaid, for and in consideration of the sum to the Treasurer paid as aforesaid, and by virtue of the statute in such case made and provided, have granted, bargained and sold, and by these presents do grant, bargain, and sell all of the above and foregoing described several parcels of real estate unto the said Albert C. Stampfel, Alvene Hurley, M.J. Lay his heirs and assigns, forever, subject to all the rights of redemption by minors or incompetent persons as provided by law.

In Witness Whereof, I, Beatrice M. Simmons Treasurer, as aforesaid, by virtue of the authority aforesaid, have hereunto set my hand and seal this 25 th. day of May, A. D. 19 70.

Certificate No. 4016 Book No. F Tax Sale Record. Treasurer of Dolores County, Colorado.

STATE OF COLORADO,
County of Dolores } ss.

The foregoing instrument was acknowledged before me this 25th day of May, 19 70, by Beatrice M. Simmons as Treasurer of said County.

Witness my hand and official seal.

My commission expires .....

(Official Seal)

Nada Lovell
Deputy County Clerk

*Strike out in accordance with fact.

139—REV. 8-64 TREASURER'S DEED—MORE THAN ONE PARCEL OF LAND ENTERED—THE C. F. MUELLER CO. DENVER, COLO. 22Sas

TITLE-032

ED_004657_00000117-00250

Filed for record the 24th day of May A. D. 19 74 at 1:00 o'clock P M. Dolores County Clerk
Reception No. 92649 Book 137 Page 48 Voda L. Wood RECORDER

Know all Men by these Presents, That I, Helen D. Hicks

of the County of Dolores and State of Colorado, for the consideration of $10.00 and other valuable consideration Dollars, in hand paid, hereby sell and quit-claim to Helen D. Hicks and Margaret E. Peterson, as joint tenants with right of survivorship

of the County of Dolores and the State of Colorado, the following real property, situate in the County of Dolores and State of Colorado, to-wit:

Aztec	367A	P	10.330	Small Hopes	7632	P	7.580
Belzora	2352	P	6.910	Wildcat	1593	P	7.570
Blackbird	399	P	6.420				
½ Blue	1656	P	5.165	Rico Winkfield Tract			
Carbonate	5376	P	25.910	Lts. 9 thru 11	Blk 13		
Union				Lts. W½ 1,2,3,4,5	Blk 15		
Zack Taylor				Lts. 5 thru 16	Blk 34		
Cruncy	7330	P	6.870	Lts. 25 thru 36	Blk 34		
Tickle Goddess				Lts. 1 thru 12	Blk 35		
Collar & Cuff	14613	P	10.331	Lts 19,20	Blk 37		
Dakota	7432	P	14.310				
Mining Congress				Miners Union Water right of Record			
Dawn of Day	1594A	P	10.330	in Bk. 11, P. 173, Dolores County Records.			
Dawn of Day M.S.	1594B	P	5.000				
Dolores Park M.S.	1518	P	4.770	Jig Back Tramway at Union Carbonate			
Elgin Boy	2362	P	8.220				
Forest	730	P	7.890				
Grand Duke	729	P	5.600				
Gulch	7522	P	20.660				
Lakeview							
Handout	7111	P	10.330				
Harriette	804	P	10.330				
Magpie	2675	P	6.380				
Orphan Girl	1595A	P	9.640				
Orphan Girl M.S.	1595B	P	5.000				
Payroll	7631	P	8.130				
½ Prometheus	1657A	P	5.065				
Skeptical	1999	P	10.320				

STATE DOCUMENTARY FEE
Date 5-24-74
$ Exempt

with all its appurtenances.

Signed and delivered this 24th day of May, A. D. 19 74.

In the Presence of

Helen D. Hicks

STATE OF COLORADO,
County of Dolores

The foregoing instrument was acknowledged before me this 24th day of May, 1974, by* Helen D. Hicks

Witness my hand and official seal.
My commission expires

Voda L. Wood
Dolores County Clerk, Notary Public

*If acting in representative or official capacity, insert name and capacity.

306-A-P QUIT-CLAIM DEED—Stationery Form—Out West Printing and Stationery Co., Grand Junction, Colorado

TITLE-033

ED_004657_00000117-00251

Filed for record the 12th day of June A. D. 1974 at 8:30 o'clock A. M.

INDEXED

Reception No. 92701 Book 137 page 104 Vada Wood G.M. RECORDER

This Deed, Made this 10th day of June in the year of our Lord one thousand nine hundred and Seventy-Four BETWEEN EMMA B. LAY

of the County of Montezuma and State of Colorado, of the first part, and CLYDE D. LAY, HELEN L. WILDERSON, NORMA L. SWANK and JEAN MAGNESS of the County of Dolores and State of Colorado, of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of **Ten and no/100---------- DOLLARS, to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and Quit-Claimed, and by these presents does remise, release, sell, convey, and Quit-Claim unto the said parties of the second part, their heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described situate, lying and being in the County of Dolores and State of Colorado, to-wit: Undivided interest in the following patented mining claims:

1/6th interest in Big Strike, U. S. Survey No. 7601;
1/4th interest in Chicago, U. S. Survey No. 8353;
1/6th interest in Denver, U. S. Survey No. 7601;
1/12th interest in Honduras, U. S. Survey No. 7843;
1/6th interest in Independent, U. S. Survey No. 7601;
1/6th interest in Pluto, U. S. Survey No. 6985;
11/36th interest in South Park, U. S. Survey No. 1563;

And the following unpatented mining claims situate in the County of Dolores, State of Colorado, in Pioneer Mining District:

Name	Location Certificate Recorded at:
Jerry No. 1	Book 58, Page 216
Jerry No. 2	Book 58, Page 216
Jerry No. 3	Book 58, Page 217
Wizzard	Book 58, Page 217

STATE DOCUMENTARY FEE
Date 6/12/74
$ exempt

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part their heirs and assigns forever.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Barbara Riebl

Emma B. Lay Seal
(Emma B. Lay) Seal
Seal
Seal

STATE OF COLORADO, } ss. STATUTORY ACKNOWLEDGMENT
County of

The foregoing instrument was acknowledged before me this 10 day of June, 19 74, by* Emma B. Lay.

Witness my hand and official seal.
My commission expires 2-22-77

Barbara Riebl
NOTARY PUBLIC

NOTARY PUBLIC STATE OF COLORADO

*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

Form 1065—F QUIT CLAIM DEED—Out West

TITLE-034

ED_004657_00000117-00252

Form FHA 442-20
(3-4-68)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

FEB 8 1978

Pg 10

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to

Rico Argentine Mining Company, a Division of Crystal Exploration and Production Company, and

hereinafter referred to as GRANTOR, by the Town of Rico, Colorado,

hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove

An intake for a domestic water supply system together with appurtenant structures.

over, across, and through the land of the GRANTOR situate in Dolores County, State of Colorado, said land being described as follows:

Within Section 30, T.40N., R.10W., N.M.P.M.

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be described by metes and bounds as follows:
~~The easement shall be ..... feet in width, the center line of which is described as follows:~~

Beginning at a point in Sec. 30, T.40N., R.10W., N.M.P.M., from which point U.S.L.M. #1 bears S.67°20'55"W. a distance of 5867.68 ft.;
thence, S.36°30'E. a distance of 205.00 ft.;
thence, N.53°30'E. a distance of 365.00 ft.;
thence, N.36°30'W. a distance of 205.00 ft.;
thence, S.53°30'W. a distance of 365.00 ft. to the point of beginning, and containing 1.72 acres, more or less.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 8th day of February 19 78.

Recorded at 1:50 o'clock P M Sept. 3, 1992
Reception No 131839 Book 256 Page 10
Earlene White Recorder, Dolores Co. Colorado
PB

Orval Jahnke (SEAL)
Orval Jahnke, Agent for Rico Argentine Mining Company, a Division of Crystal Exploration and Production Company (SEAL)

GPO 819-707

FHA 442-20 (3-4-68)

TITLE-035

ED_004657_00000117-00253

Recorded at 3:45 o'clock P.M. Sept. 2, 1980
Reception No. 114706 Book 193 Page 324-347
Vada Wood, Recorder, Dolores Co., Colorado.

P. 324

STATE DOCUMENTARY FEE
Date Sept. 2, 1980
$ Exempt

MINING DEED

THIS DEED, made this 27 day of August, 1980, between CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida corporation, and CRYSTAL OIL COMPANY, a Maryland corporation ("Grantors"), and THE ANACONDA COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Anaconda"), whose street address is 555 Seventeenth Street, Denver, Colorado 80217;

W I T N E S S E T H:

That Grantors, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration in hand paid by Anaconda, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto Anaconda, its successors and assigns forever, all of the following described real property situate, lying and being in the County of Dolores, and State of Colorado, to wit:

> That real property legally described in Schedules 1 through 5, inclusive, attached hereto and by this reference made a part hereof.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever, of Grantors, or either of them, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances appertaining thereto; and

all improvements and fixtures, mines, minerals, ores, veins, dips, spurs, angles and extralateral rights, and all dumps, severed ore, waste rock, spoils, tails, rights, privileges and franchises thereto incident or therewith used and enjoyed;

AS TO the properties described in the attached Schedules 1, 3 and 4 only (excepting the unpatented mining claims identified on attached Schedule 4), Grantors warrant the title thereto against all persons claiming to hold any right, title or interest in said properties by, through or under Grantors, or either of them. Grantors further agree that this Mining Deed shall cover and extend to any further or additional right, title, interest or estate hereafter acquired by Grantors, or either of them, in and to the properties described in the attached Schedules 1 through 5, or any part thereof;

SUBJECT TO those Grazing Agreements, Receipt and Option Contracts, Easements and other grants, agreements and matters identified on attached Schedule 6, incorporated herein by this reference.

TO HAVE AND TO HOLD, the said premises above bargained, sold, conveyed and described, with the appurtenances, unto THE ANACONDA COMPANY, its successors and assigns forever.

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

CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida corporation

[Corporate Seal]

By _____
Its President

ATTEST:

_____
Its Secretary

ED_004657_00000117-00255

P. 326

CRYSTAL OIL COMPANY, a
Maryland corporation

[Corporate Seal]

By _____
Its President

ATTEST:

_____
Its Secretary

STATE OF LOUISIANA)
) ss.
Parish of Caddo)

The foregoing instrument was acknowledged before me on this 27th day of August, 1980, by Robert F. Roberts as President of Crystal Exploration and Production Company, a Florida corporation.

Witness my hand and official seal.

(SEAL)

_____
Notary Public

LAMAR G. CASKEY, JR.
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life

My commission expires _____.

STATE OF LOUISIANA)
) ss.
Parish of Caddo)

The foregoing instrument was acknowledged before me on this 27th day of August, 1980, by Robert F. Roberts as President of Crystal Oil Company, a Maryland corporation.

Witness my hand and official seal.

(SEAL)

_____
Notary Public

LAMAR G. CASKEY, JR.
NOTARY PUBLIC, Caddo Parish, Louisiana
My Commission is for Life

My commission expires _____.

ED_004657_00000117-00256

SCHEDULE 1

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

PATENTED CLAIMS

The following named patented lode, placer and millsite mining claims located in the Rico Mining District (also known as the Pioneer Mining District), Dolores County, State of Colorado, the United States Patent Numbers and the United States Mineral Survey Numbers of which are, and the Patent of which is filed in the Real Property Records of the Clerk and Recorder of Dolores County, Colorado, as follows:

NAME	PATENT NO.	COUNTY RECORDS BOOK	COUNTY RECORDS PAGE	MINERAL SURVEY NO.
A.B.G.	20385	17	425	6726
Aetna	21734	17	411	6796
Alleghany	9588	17	283	1255
Alta (3/4 interest)	19105	34	313	6191
Apex	29042	34	117	11583A
Argentine	37834	44	160	15233
Aspen	26020	34	105	6512
Avalanche	10488	17	338	1682
Aztec (Millsite)	10201	17	133	367B
Bald Eagle	28874	34	109	10122
Barnum	23558	Misc.	56378	7365
Bed Rock	28253	34	125	8030
Bell	28159	34	276	5911
Big Blue	23558	Misc.	56378	7365
Big Strike (1/2 interest)	23428	Misc.	57638	7601
Black Chief	10485	17	232	1649
Black Cloud	24538	192	508	8098
Black George	14477	Misc.	56381	2485
Black Hawk	12183	17	255	2060
Black Hawk Ext.	1111727	66	90	20568
Black Night	26510	34	277	8135
Bourbon	17909	17	433	5132
Brittle Silver	36682	34	249	7458
Buckeye (1/6 mineral interest; 100% of 3.424 acre surface interest)	24156	34	45	7894
Buehler	1178832	90	449	20738
Bullion	23279	51	69	7599
Burchard	27326	34	141	8070
Caledonia	28874	34	109	10122
Cashier	37834	44	160	15233

SCHEDULE 1, Continued

NAME	PATENT NO.	COUNTY RECORDS BOOK	COUNTY RECORDS PAGE	MINERAL SURVEY NO.
Castleton	1179249	90	409	20740
Catalpa (1/2 interest)	8071	17	62	918
Catskill	21923	34	1	7062
Cerebus	646888	51	17	19665
C.H.C. (15/16 interest)	9213	17	371	1040
C.H.R.	1179249	90	409	20740
Clan Campbell	16318	17	368	1897
Cobbler, The	17663	Misc.	57648	5274
Confidence	9722	17	168	1447
Confidence	20780	17	436	6895
Connecting Link	22442	Misc.	56372	7310
Contact	20780	17	436	6895
Contention No. 2	26956	34	69	7565
Cornucopia	32435	34	185	11667
Crebec	18911	17	431	6130
Cross	7927	Misc.	57645	940
Crown Point	23558	Misc.	56378	7365
C.S.H.H.	19757	34	265	6286
C.V.G.	20386	17	425	6725
Dayton	23427	34	205	2540
Dayton No. 2	33881	34	209	11636
D.& B.B.	25142	34	305	8539
Denver (1/2 interest)	23428	Misc.	57638	7601
Devide	1111727	66	90	20568
D.P.	14344	Misc.	56364	1980
Dude	22064	Misc.	56373	7049
Dudess	22064	Misc.	56373	7049
Durango	9254	17	311	1441
Eby	24278	34	301	7066
Eclipse (2/3 interest)	3114	34	33	7289
Ella D.	19106	Misc.	57647	5659
Elliott Millsite	9764	17	115	1536B
Enterprise	28422	34	97	5916
E.R.G. (2/3 interest)	22008	34	13	7013
Ethelena (229/256 interest)	18765	Misc.	56365	6136
Eureka	28924	34	113	6285
Eureka	11817	17	249	1880
Evening Star	26956	34	69	7565
Excelsior	9668	17	163	1451A
Excelsior	26905	34	281	8141
Excelsior No. 2	26905	34	281	8141
Excelsior (Millsite)	9668	17	163	1451B
Exchequer	17909	17	433	5132
Falcon	12270	51	515	2151
Florence	9667	17	158	1452A
Florence (Millsite)	9667	17	158	1452B
Fraction	30807	34	157	11814

ED_004657_00000117-00258

SCHEDULE 1, Continued

NAME	PATENT NO.	COUNTY RECORDS BOOK	COUNTY RECORDS PAGE	MINERAL SURVEY NO.
Gem of Beauty	9663	17	389	1164
General O. O. Howard	16680	17	359	2478
General Logan	16416	17	353	2476
General Sheridan	14426	17	249	2479
General Sherman	16417	17	357	2477
Gertie	9508	17	127	781
Gipsy	14476	17	275	2499
G.L.P.	28485	Misc.	57644	8017
Golden Age	34279	34	197	5956
Goliath	646888	51	17	19665
Grand View	6761	17	84	383
Half Loaf	28485	Misc.	57644	8017
Hal Pointer	28485	Misc.	57644	8017
Hard Scrabble	27326	34	141	8070
Harvey	9129	17	513	914
H.B. (2/3 interest)	22008	34	13	7013
H.C.P.	23635	Misc.	57637	7548
Helen C.	29929	34	149	7977
Hiawatha	28323	34	89	6393
Highland Chief	28485	Misc.	57644	8017
Homestake and Little Cora Consolidated Placers	14903	17	308	410
Honduras (1/2 interest)	24157	34	297	7843
Hope	7929	17	22	939
Humboldt	37834	44	160	15233
Imp	21734	17	449	6796
Independent (1/2 interest)	23428	Misc.	57638	7601
Ingersol	11224	Misc.	57649	413
Iron Cap	14397	17	305	1428
Iron Rod	26509	34	285	8140
Isabelle	12321	17	385	2039
James G. Blaine	37834	44	160	15233
Kearney	17744	Misc.	56368	5133
Kitchen	28322	34	85	5917
Last Chance	26020	34	105	6512
Last Chance	1111573	66	81	20567
Last Chance	27745	192	504	8622
Last Chance	1060874	34	317	20388
Laura	21317	34	61	5913
Leap Year	18985	34	261	6105
Lelia Davis	9765	192	495	1256
Lillie Bernard	20177	17	407	6406
Little Carrie	35680	34	217	6960
Little Casper	646888	51	17	19665
Little George	28485	Misc.	57644	8017
Little George Ext.	28485	Misc.	57644	8017

SCHEDULE 1, Continued

NAME	PATENT NO.	COUNTY RECORDS BOOK	COUNTY RECORDS PAGE	MINERAL SURVEY NO.
Little Jack Horner	1179249	90	409	20740
Little Johnny	28874	34	109	10122
Little Lulu	28485	Misc.	57644	8017
Little Maggie	27326	34	141	8070
Little Maggie	10810	17	365	1211
Lone Tree	29858	34	137	12303
Lookout	10462	17	212	1683
Lota	19252	Misc.	56376	6154
Lottie	26323	34	269	8223
Lowland Chief	28485	Misc.	57644	8017
Mac (1/6 mineral interest; 100% of 3.424 acre surface interest)	24156	34	45	7894
Maid of Australia	14553	17	325	1587
Major	6494	17	105	384
Mammoth	1107369	62	520	20500
Mariquita	9666	17	189	1450
Martha	1115034	66	222	20619
Mary	19532	Misc.	56374	6205
Matchless	21733	Misc.	57642	6739
Melvina	8551	Misc.	56371	620
Merrimac	8170	17	56	926
Mervin	1115034	66	22	20619
Milan	9665	17	153	1449
Millie	36498	34	241	7988
Missouri	25321	34	53	7898
Monarch	1062424	60	459	20387
Mountain Boy	1062424	60	459	20387
Mountain Monarch	10013	17	144	1454
Mountain Spring	18766	Misc.	56379	6129
Mc Intire	29857	34	133	12302
N.A. Cowdrey	20180	34	293	6317
Nancy Hanks	28485	Misc.	57644	8017
New Discovery	10483	17	225	1461A
New Discovery (Millsite)	10483	17	225	1461B
Newman	14757	Misc.	56363	436A
Night Watch	23277	34	25	5976
Nora Lilly	12559	51	517	1010
Ontario	19246	34	65	5923
Pay Master	8253	17	46	997 AM
Pelican	6702	17	95	363
Peru	9664	17	148	1455
Pewter Dollar	24538	192	508	8098
Phoenix	6701	17	90	362
Pigeon (5/8 interest)	7541	17	74	665
Pittsburgh	7928	17	17	941
Pluto (1/2 interest)	21101	Misc.	57643	6985

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SCHEDULE 1, Continued

NAME	PATENT NO.	COUNTY RECORDS BOOK	COUNTY RECORDS PAGE	MINERAL SURVEY NO.
Premier	17909	17	433	5132
Princeton (63/64 interest)	19530	17	429	2258
Redeemer	30264	34	153	12304
Richmond	19395	17	403	6338
Rico	18415	17	359	1859
Robber State	10126	17	519	1464
Roger Tichborne	23828	34	41	7784
Royal Tiger	9859	Misc.	56366	1190
Royal Turk	27914	Misc.	56377	8020
Santa Clara	7519	17	334	664
Santa Cruz	25864	192	500	6132 AM
Saw Tooth	21734	17	449	6796
Selenide	36681	34	245	7459
Shehocton	28485	Misc.	57644	8017
Silver Age	40574	Misc.	56362	5831
Silver Belt	27914	Misc.	56377	8020
Silver Cache	11225	17	242	1655
Silver Glance	29519	Misc.	56375	6201
Silver Glance No. 2	29519	Misc.	56375	6201
Silver Glance No. 4	28485	34	10	7976
Skeptical No. 1	14292	17	314	1900
Slide	1179249	90	409	20740
Slide Top	1179249	90	409	20740
S.M.G.	29831	34	145	7986
Snow Flake	25700	Misc.	56380	5909
Snow Flake	19248	34	9	6216
Songbird	28294	34	81	6392
South Park (1/12 interest)	23203	Misc.	57640	1563
Stanley No. 1 (2/3 interest)	19393	34	309	6095
Stanley No. 2 (5/6 interest)	19393	34	309	6095
Stanley No. 3 (2/3 interest)	19393	34	309	6095
Star	19756	34	5	6199
Star Route	19104	34	177	5970
Stephanite	37553	34	253	7980
Stoney Point	16727	17	350	1489
Sun Up	18912	Misc.	56367	5910
Swansea	6580	Misc	56370	434
Syndicate	17739	17	361	2185A
Thompson	29115	34	121	6394
Timberline	1179249	90	409	20740
Tip Top	9424	17	526	1248
Tom Thumb	1179249	90	409	20740
Trails End	1111727	66	90	20568
Triangle	1178833	90	463	20739
Triangle	1111575	66	84	20347
Uncle Ned	7747	17	507	915
Undine	8132	17	80	1090

SCHEDULE 1, Continued

NAME	PATENT NO.	COUNTY RECORDS BOOK	COUNTY RECORDS PAGE	MINERAL SURVEY NO.
Ute	21734	17	441	6796
Vestal	19531	Misc.	56383	6252
Wabash	7492	17	40	617
Wedge	1111574	66	83	20348
Weimer	20178	Misc.	57646	6513
Wellington	14343	17	321	2212
Wide Awake	19113	51	165	366
Worlds Fair	37834	44	160	15233
X-Ray	646888	51	17	19665
Yellow Jacket	6703	17	100	364
Zona K.	26370	34	273	8228
Zulu	9723	17	184	1457

SCHEDULE 2

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

UNPATENTED CLAIMS

The following named unpatented lode mining claims and tunnel-site locations located in the Rico Mining District (also known as the Pioneer Mining District), Dolores County, State of Colorado, the location notices of which are filed in the Real Property Records of the Clerk and Recorder of Dolores County, Colorado, and in the records of the Colorado State Office of the United States Bureau of Land Management at Denver, as follows:

NAME	COUNTY RECORDS BOOK	COUNTY RECORDS PAGE	MINERAL SURVEY	BLM SERIAL NO.
ABR	31	189	7985	CMC-138926
Ace	58	150		CMC-138927
Amended	123	275		
Alma	11	191		CMC-138928
Alma	4	147		CMC-138929
Alma	21	469		CMC-138930
Alma	31	488		CMC-138931
Amazon	21	321		CMC-138932
Amended	125	204		
Anaconda	21	419		CMC-138933
Anita S.	58	34		CMC-138934
Artic	31	548		CMC-138935
Amended	122	415		
August	67	376		CMC-138936
B & B	58	21		CMC-138937
Barney McCoy	21	272		CMC-138938
Beulah	31	489		CMC-138939
Bonaventure	42	22		CMC-138940
Brewer	31	483		CMC-138941
Bull Elk	58	107		CMC-138942
California	31	188	7973	CMC-138943
Canton	31	478		CMC-138944
Carrere	42	318		CMC-138945
Chance	31	356	7946	CMC-138946
Christmas	42	22		CMC-138947
Amended	26	543		
City View	31	540		CMC-138948
Compromise	21	396	7972	CMC-138949
Concordia	21	385		CMC-138950
Contention	21	392	7990	CMC-138951
Dawson	58	128	12012	CMC-138953

SCHEDULE 2, continued

NAME	COUNTY RECORDS BOOK	PAGE	MINERAL SURVEY	BLM SERIAL NO.
De Coar	21	327		CMC-138954
Deuce	58	149		CMC-138955
Amended	123	274		
DHM	31	188	7987	CMC-138952
Doloresrico	114	260		CMC-138956
Duncan	21	568		CMC-138957
Amended	26	455		
Earl Arthur	38	39		CMC-138958
Eighty Seven	31	147	6162	CMC-138959
E. G. Eyre	58	40		CMC-138960
Elk Horn	58	107		CMC-138961
Elk Horn No. 1	58	108		CMC-138962
Ellis	31	485		CMC-138963
Fat Boy	21	331	7981	CMC-138964
Florr (a/k/a Flora)	58	40		CMC-138965
Fortune	21	567		CMC-138966
Amended	26	454		
Fraction No. 2	31	531		CMC-138967
Gertrude	31	477		CMC-138968
Godet	31	548		CMC-138969
Amended	122	417		
Grave Yard	21	335	7978	CMC-138971
Group Tunnel Site	11	140		CMC-138970
Hauser	42	314		CMC-138972
Headley	21	439		CMC-138973
Hibernia	31	472		CMC-138974
Hidden Treasure	58	191	20627	CMC-138975
Hidden Treasure No. 1	71	402		CMC-138976
Hunt	31	483		CMC-138977
Hunter	58	179		CMC-138978
I Got It	75	232		CMC-138979
James Edward	58	39		CMC-138980
Jane	31	477		CMC-138981
Job Cooper	21	404		CMC-138982
Amended	122	452		
Joyce County	21	298		CMC-138983
Amended	26	147		
Jumbo	31	121	6451	CMC-138984
Jumbo No. 2	31	121		CMC-138985
Jumbo No. 3	31	227		CMC-138986
Katherine	58	150	20620	CMC-138987
Klondyke	42	165		CMC-138988
Lance	31	541		CMC-138990
Last Opportunity	31	401	14388	CMC-138991
Lean Boy	21	380	7983	CMC-138992
Leo	31	321	11557	CMC-138993
Leo No. 2	31	480		CMC-138994
Leo No. 3	31	479		CMC-138995
Lexington Tunnel Lode No. 18	31	475		CMC-138996

SCHEDULE 2, Continued

NAME	COUNTY RECORDS BOOK	PAGE	MINERAL SURVEY	BLM SERIAL NO.
Lexington Tunnel Site	11	142-3		CMC-138997
Lexington Tunnel Lode No. 1	21	408		CMC-138998
Lillia D.	21	440		CMC-138999
Amended	130	127		
Lillian	42	88		CMC-139000
Linthicum	42	317		CMC-139001
Little Byron	42	396		CMC-139002
Lockhart	31	468		CMC-139003
Lone	31	468	7945	CMC-139004
Long Night	75	226		CMC-139005
L. S. Wood	31	127		CMC-138989
Luzon	31	541		CMC-139006
M & K	31	20		CMC-139007
Madam DeFarge	21	453		CMC-139008
Amended	130	129		
Manila	31	540		CMC-139009
Maud Marshall	21	387		CMC-139010
McCloskey	31	481		CMC-139011
McKilvey	31	479		CMC-139012
Mediterranean Tunnel Site	11	308		CMC-139013
Meyer	42	316		CMC-139014
Mikado	21	313	6215	CMC-139017
Montezuma	31	130	5804	CMC-139015
Montezuma No. 2	21	373		CMC-139016
Mossback	58	194		CMC-139018
N & G	21	284	7982	CMC-139019
N & M	21	292		CMC-139020
Nutmeg	42	538		CMC-139021
Amended	122	418		
OK	21	407		CMC-139022
Old Discovery	26	101	7975	CMC-139023
Old Hickory	21	505	7979	CMC-139024
Ophir	46	475		CMC-139025
Oversight	42	532		CMC-139026
Amended	46	512		
Potter	42	314		CMC-139027
Primero	21	309		CMC-139028
Pro Patria	31	22		CMC-139029
Pro Patria Tunnelsite	11	149		CMC-139030
Pro Patria No. 7	31	566		CMC-139031
Pro Patria No. 8	31	566		CMC-139032
Pro Patria No. 9	31	567		CMC-139033
Pro Patria No. 10	31	567		CMC-139034
Pro Patria No. 11	31	568		CMC-139035

SCHEDULE 2, Continued

NAME	COUNTY RECORDS BOOK	COUNTY RECORDS PAGE	MINERAL SURVEY	BLM SERIAL NO.
Protection	31	486		CMC-139036
Protection No. 1	42	557		CMC-139037
Protection No. 2	42	558		CMC-139038
Protection No. 3	42	557		CMC-139039
Protection No. 4	42	556		CMC-139040
Ramco No. 1	58	188		CMC-139041
Ramco No. 2	58	189		CMC-139042
Amended	130	124		
Ramco No. 3	58	189		CMC-139043
Ramco No. 4	58	190		CMC-139044
Amended	130	123		
Ramco No. 5	58	190		CMC-139045
Amended	130	122		
Ramco No. 6	58	191		CMC-139046
Amended	130	121		
Ramco No. 7	58	225		CMC-139047
Ramco No. 8	58	228		CMC-139048
Ramco No. 9	58	225		CMC-139049
Amended	122	408		
Ramco No. 10	75	193		CMC-139050
Ramco No. 11	76	374		CMC-139051
Amended	122	409		
Ramco No. 12	122	410		CMC-139052
Ramco No. 13	122	411		CMC-139053
Ramco No. 14	122	412		CMC-139054
Ramco No. 15	122	413		CMC-139055
Ramco No. 16	122	414		CMC-139056
Ramco No. 17	122	483		CMC-139057
Ramco No. 18	122	484		CMC-139058
Ramco No. 19	122	485		CMC-139059
Ramco No. 20	122	486		CMC-139060
Ramco No. 21	128	297		CMC-139061
Ramco No. 22	129	128		CMC-139062
Ramco No. 23	130	120		CMC-139063
Ramco No. 24	130	119		CMC-139064
Ramco No. 25	130	118		CMC-139065
Ramco No. 26	130	117		CMC-139066
Ramco No. 27	148	499		CMC-139067
Ramco No. 28	148	500		CMC-139068
Ramco No. 29	149	1		CMC-139069
Ramco No. 30	149	2		CMC-139070
Ramco No. 31	149	3		CMC-139071
Ramco No. 32	149	4		CMC-139072
Ramco No. 33	149	5		CMC-139073
Ramco No. 34	149	6		CMC-139074
Ramco No. 35	149	7		CMC-139075

SCHEDULE 2, Continued

NAME	COUNTY RECORDS BOOK	PAGE	MINERAL SURVEY	BLM SERIAL NO.
Ramco No. 36	149	8		CMC-139076
Ramco No. 37	149	9		CMC-139077
Ramco No. 38	149	10		CMC-139078
Ramco No. 39	149	11		CMC-139079
Ramco No. 40	149	12		CMC-139080
Ramco No. 41	149	13		CMC-139081
Ramco No. 42	149	14		CMC-139082
Ramco No. 43	149	15		CMC-139083
Revenue	21	386	6282	CMC-139084
Rider	31	484		CMC-139085
Robert E. Lee	4	498		CMC-139086
Rocky Mountain	42	164		CMC-139087
Amended	130	125		
Sachem	58	130	20620	CMC-139088
Salt Lake	46	475		CMC-139089
Scotland	31	478		CMC-139090
September	71	403		CMC-139091
Sewickley	31	481		CMC-139092
Sheard	42	315		CMC-139093
Amended	129	441		
Shipman Fraction	42	317		CMC-139094
Shorty	46	15		CMC-139096
Amended	58	223		
Shouldn't Wonder	31	332	11448	CMC-139095
Silver	31	31	7974	CMC-139097
Silver Creek	58	33		CMC-139098
Silver Swan	58	129	20620	CMC-139099
Sinaloa	42	534		CMC-139100
Amended	122	450		
Skyline	58	193		CMC-139101
Slide	31	539		CMC-139102
Smuggler	31	1	7984	CMC-139103
Snowflake	21	284		CMC-139104
Sulphate	21	386	6215	CMC-139106
Snow Shoe	21	314	6215	CMC-139105
Sundown	42	247	819	CMC-139109
Sundown	31	1		CMC-139107
Sundown	42	247		CMC-139108
Sunnyside	42	332		CMC-139110
Teller	31	486		CMC-139111
Tercero	21	339	6029	CMC-139112
Toll	31	482		CMC-139113
T.S.	31	485		CMC-139114
Twilight	58	128	20622	CMC-139115
Tyde	31	475		CMC-139116
Unita	42	439		CMC-139117
Amended	58	223		

SCHEDULE 2, Continued

NAME	COUNTY RECORDS BOOK	COUNTY RECORDS PAGE	MINERAL SURVEY	BLM SERIAL NO.
U.S. No. 1	58	17		CMC-139118
Amended	126	493		
U.S. No. 2	58	17		CMC-139119
Amended	126	494		
U.S. Grant	4	61	1063	CMC-139120
Vaile	31	484		CMC-139121
Virginia	42	164		CMC-139122
Amended	130	128		
Wallach	42	316		CMC-139123
Wamba	58	129	20620	CMC-139124
Wheeler	31	410	11558	CMC-139125
William J. Bryan	42	2		CMC-139126
Williams	31	482		CMC-139127
Wilson	31	480		CMC-139128
Wittle	42	89		CMC-139129
Wolcott	31	487		CMC-139130
Wonder	31	247	7947	CMC-139131
Ysabel	31	548		CMC-139132
Amended	122	416		
Zig Zag	42	546		CMC-139133
Amended	130	126		
Zimmerman	42	315		CMC-139134

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SCHEDULE 3

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

SEGREGATED LANDS

The following described patented fee lands located in Dolores County, State of Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 41 North, Range 10 West

Section 14: SW1/4 NE1/4
NW1/4 SE1/4
Section 35: SE1/4 NW1/4
E1/2 SW1/4

Township 41 North, Range 9 West

Section 31: N1/2

Township 40 North, Range 10 West

Section 2: NE1/4 NW1/4
E1/2 SE1/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to The Rico Argentine Mining Company, dated December 29, 1941, and recorded in the Real Property Records of Dolores County, Colorado on December 31, 1941 in Book 63 at Page 79.

AND the following described patented fee lands located in Dolores County, Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 40 North, Range 10 West

Section 20: SW1/4 SE1/4
Section 29: N1/2 NE1/4
NE1/4 NW1/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to Rico Argentine Mining Company, dated and recorded in the Real Property Records of Dolores County on October 27, 1944, in Book 63 at Page 103.

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SCHEDULE 4

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

RICO TOWNSITE LANDS

The property described in this Schedule 4 shall include the mineral rights listed below, as well as the surface and mineral rights identified below.

Mineral rights only to the following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, as per the plats of record in the Office of the Clerk and Recorder of Dolores County:

BLOCK 1	LOTS 2
	LOTS 3,4
	LOTS 17 THROUGH 20
	LOTS 21,22
	LOTS 36 THROUGH 38
	LOTS 39,40
BLOCK 2	LOTS 5,6
	LOTS 9 THROUGH 12
	LOTS 16 THROUGH 18
BLOCK 4	LOTS 4,5
	LOTS 39,40
BLOCK 5	LOTS 25 THROUGH 31
BLOCK 6	North 19 feet of LOT 29
	LOT 30
	LOTS 31,32
	LOTS 39,40
BLOCK 7	LOTS 17 THROUGH 19
	LOTS 21,22
	LOT 33
BLOCK 8	LOTS 19,20
BLOCK 10	LOTS 17 THROUGH 26
	LOTS 29 THROUGH 40
BLOCK 11	LOTS 3,4
	LOTS 13 THROUGH 20
	LOTS 21 THROUGH 29
	LOTS 32 THROUGH 34
BLOCK 12	LOTS 2 THROUGH 4
	LOTS 17 THROUGH 20
BLOCK 13	LOTS 39,40
BLOCK 14	LOTS 1 THROUGH 20
	LOTS 24 THROUGH 40

SCHEDULE 4, continued

BLOCK 15	LOTS 6,7
	LOTS 14 THROUGH 16
	North 3/4 of LOT 17
	LOTS 28 THROUGH 31
	LOTS 33,34
BLOCK 16	LOTS 1 THROUGH 4
BLOCK 18	LOTS 10 THROUGH 13
	LOTS 17 THROUGH 24
	LOTS 26 THROUGH 28
BLOCK 19	LOTS 1 THROUGH 3
	LOTS 6 THROUGH 9
	LOTS 11,12
	LOTS 30 THROUGH 34
	LOTS 37 THROUGH 40
BLOCK 20	LOT 9
	LOTS 21,22
	LOT 28
	LOTS 31 THROUGH 40
BLOCK 21	LOTS 1 THROUGH 4
BLOCK 22	East 1/2 of LOTS 17 THROUGH 20
BLOCK 23	LOTS 5,6
	LOT 10
	LOTS 16 THROUGH 32
BLOCK 24	LOT 31
	LOTS 35,36
BLOCK 25	LOTS 5,6
BLOCK 26	LOTS 35,36
BLOCK 29	LOTS 1 THROUGH 5
BLOCK 38	LOTS 21 THROUGH 40
BLOCK 39	LOTS 1 THROUGH 40
BLOCK B	LOTS 8 THROUGH 10

Parcels 8, 13, 18, 19, 22, and 24 of the Atlantic Cable Subdivision.

All mineral rights subadjacent to all streets, alleys and utility rights-of-way granted to the Town of Rico or any public utility.

Mineral and surface rights to the following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, as per the plats and other documents of record in the Office of the Clerk and Recorder of Dolores County:

BLOCK 1	LOTS 5,6
	LOTS 34,35
BLOCK 5	LOTS 12 THROUGH 14
BLOCK 9	LOTS 20 THROUGH 24

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SCHEDULE 4, continued

BLOCK 11	LOTS 1,2
	LOTS 11,12
	LOTS 30,31
BLOCK 12	LOTS 23 THROUGH 26
	LOTS 31 THROUGH 36
	East 75 feet of LOTS 37 THROUGH 40
BLOCK 14	LOTS 21 THROUGH 23
BLOCK 16	LOTS 36,38
BLOCK 17	LOTS 1,24,25
BLOCK 18	LOTS 14 THROUGH 16
BLOCK 19	LOTS 21 THROUGH 24
	LOTS 25,26
BLOCK 24	LOTS 21 THROUGH 30
	LOTS 32 THROUGH 34
BLOCK 25	LOTS 1 THROUGH 4
	LOTS 7 THROUGH 40
BLOCK 28	LOTS 1 THROUGH 20
BLOCK 30	LOTS 3 THROUGH 6
BLOCK A	LOT 13
	LOT 38

TRACT A
TRACT B
TRACT C
TRACT D
R.G.S. NORTH (TRACT I)
MAX BOEHMER TRACT
RICO SMELTING CO. TRACT
A. E. ARMS TRACT
PASADENA MILL PROPERTY AND NORTH A.E. ARMS TRACT
SOUTH A.E. ARMS TRACT
TREMBLE TRACT
ROYS TRACT (excluding .813 acres deeded to Dolores County)
R.G.S. TRACT SOUTH
THOMPSON TRACT
WINKFIELD TRACT
GRAVEYARD TRACT
F.G. DAY TRACT
WARNER K. PATRICK TRACT
PASADENA REDUCTION TRACT
GROUP TRACT
RIO GRANDE RAILROAD RIGHT OF WAY
BEAM TRACT
LITTLE ADA N. TRACT
LITTLE ADA SOUTH TRACT
Q TRACT
TRACTS RECEIVED FROM TOWN OF RICO BY CONVEYANCE RECORDED IN BOOK 187 AT PAGES 40-42

The following named patented mining claims, to the extent included within the boundaries of the Town of Rico:

NAME	MINERAL SURVEY NUMBER
APEX	1136
AZTEC MILLSITE	367B
BED ROCK	8030
ATLANTIC CABLE	1136
CHESTNUT	435
COLUMBIA MILLSITE	365B
EIGHTY-EIGHT	7348
ELLA D	5659
ELLIOTT	1536A
EVENING CALL	8029
FRANKLIN (3/4 interest)	564
GEM OF BEAUTY	1164
GOLDEN AGE	5956
GOLDEN FLEECE	2261
GROUP MILLSITE	11583B
GULCH	1513
HILLSIDE	7994
HILLSIDE 2	7994
HOME	8031
ISABELLE	2036
LUCY	1456
MARY	6205
MILLIE	7988
NEWMAN	436A
NEW YEAR	1538
RIVERSIDE	590
SAM PATCH	8031
SHAMROCK	5832
SMUGGLER	5912
SNOW FLAKE	6216
SWANSEA	434
SYNDICATE	2185A
TELEGRAPH	780
W. L. STEPHEN	7017
YANKEE BOY	6969

The follow unpatented mining claims, to the extent included within the boundaries of the Town of Rico:

MELVIN CLARENCE
NEWMAN MILLSITE
RAMCO 21
ROBERT E. LEE
SHEARED

Parcels 1 through 7, 9 through 12, 14 through 17, 20, 21, 23, and 25 through 42 of the Atlantic Cable Subdivision.

SCHEDULE 5

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

WATER RIGHTS

The following named adjudicated water rights, in the Dolores River Watershed in Dolores County, Colorado, which were decreed to Rico Argentine Mining Company by the District Court in and for Water Division No. 7, State of Colorado, on the dates and in the Cases numbered as follows:

Name of Ditch or Other Structure	Case No.	Date
Silver Swan Tunnel	W-798	10/18/72
Wamba Spring	W-797	5/25/73
RAMCO No. 21 Spring	W-803	10/18/72
Silver Swan Spring	W-805	10/18/72
Cowdrey Spring	W-804	10/18/72
St. Louis Tunnel	W-802	10/18/72
Blaine Tunnel	W-801	10/18/72
DDH-OS5A (Artesian Drill Hole)	W-799	10/18/72
DDH-OS4 (Artesian Diamond Drill Hole)	W-800	10/18/72
Pro Patria Tunnel	W-812	11/10/72
Mountain Springs Tunnel	W-811	11/10/72
Bemis Spring Area	W-810	11/10/72
Piedmont Springs	W-809	11/10/72
Strawberry Springs	W-808	11/10/72

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SCHEDULE 6

TO MINING DEED DATED AUGUST 27, 1980
FROM CRYSTAL EXPLORATION AND
DEVELOPMENT COMPANY AND CRYSTAL
OIL COMPANY TO THE ANACONDA COMPANY

EXCEPTIONS

(1) That certain Grazing Agreement between Rico Argentine Mining Company and Clyde Goodall dated July 11, 1980.

(2) That certain Grazing Agreement between Rico Argentine Mining Company and Grady R. Leavell dated June 1, 1980.

(3) That certain Receipt and Option Contract dated December 10, 1979, between Jim Cooper and Alta Mae Cooper ("Purchaser"), and Crystal Exploration and Production Company concerning Tract #3, Atlantic Cable Subdivision to the Town of Rico, Colorado.

(4) That certain Receipt and Option Contract dated October 10, 1979 between Richard B. Erickson and Garey S. Erickson ("Purchaser"), and Crystal Exploration and Production Company concerning Lots 12, 13 and 14, Block 5, Town of Rico, Colorado.

(5) That certain Receipt and Option Contract dated December 21, 1979, between T. L. Sexton and Marjorie H. Sexton ("Purchaser"), and Crystal Exploration and Production Company.

(6) That certain Receipt and Option Contract dated March 27, 1980, between Hallet B. Elson and Susan C. Elson ("Purchaser"), and Crystal Exploration and Production Co. concerning Tract #23, Atlantic Cable Subdivision, Town of Rico.

(7) That certain unwritten agreement between Ed Merritt and Rico Argentine Mining Co. providing for the purchase of the Thompson Tract, Town of Rico, on or before September 15, 1980, for $10,000.00.

(8) The obligations of Rico Development Company, Inc. under that certain Receipt and Option Contract dated July 10, 1979, between Norman E. Lepker, Roxiena Joan Lepker, Robert W. Love and Judy A. Love ("Purchaser"), and Rico Development Company, Inc. concerning the East 3/4 of Lots 37, 38, 39 and 40, Block 12, Townsite of Rico.

P. 376

(9) All obligations of Rico Argentine Mining Company under that certain Resolution of the Board of Trustees of the Town of Rico dated November 8, 1978, concerning the "water crisis of 1976 and 1977."

(10) All obligations of Rico Argentine Mining Company under that certain Agreement dated _____ _____, 1972 with the Town of Rico concerning the sale of "materials needed in the gravelling of said streets."

(11) All obligations of Rico-Argentine Mining Co. under that certain Lease Agreement dated March _____, 1977 with the Town of Rico concerning the use of Lots 21 through 30, inclusive, of Block 39, a portion of the Group Tract, a part of River Street extended and a part of the alley in Block 39 for use by the Town of Rico as a dump and sanitary land fill between the date of said Lease Agreement and June 30, 1981.

(12) All obligations of Rico Argentine Mining Company under that certain Agreement dated March _____, 1977, with the Town of Rico concerning the prospective granting of certain "appertenant permanent easements noot [sic] to exceed 20 feet in width for the purpose of providing . . . the perpetual right to enter at any time and from time to time and to maintain repair, build, rebuild, operate, patrol, excavate and install or replace one or more water liness [sic], or existing water lines located within and outside the Town of Rico, Colorado which easements shall be more particulary described in a deed or deeds to be recorded in the Clerk and Records office of Dolores County, State of Colorado, when said locations are determined by the parties."

(13) That certain perpet[illegible] easement granted by Rico Argentine Mining Company [illegible] the Town of Rico, Colorado and more particularly described as follows:

> "Beginning at a point in Section 36, T.40N., R.11W., N.M.P.M., from which point U.S.L.M. #1 bears N. 01 degrees 40'23"W. a distance of 1411.07 ft.; thence, N.09 degrees 58'51"E. a distance of 93.96 ft.; thence, N.26 degrees 32' 01"E. a distance of 147.49 ft.; thence, N.50 degrees 58'59"E. a distance of 99.45 ft.; thence, N.39 degrees 16'12"E. a distance of 124.30 ft.; thence, N.37 degrees 07'21"E. a distance of 131.15 ft., from which point U.S.L.M. #1 bears N.21 degrees 14'03"W. a distance of 989.76 ft."

P.347

(14) Those certain right-of-way easements granted by Rico Argentine Mining Company to the Town of Rico, Colorado, on February 1, 1978, which are more particularly described in the copies thereof recorded in the Office of the Dolores County Clerk and Recorder on February 10, 1978, in book 175 at pages 229, 230, 231, 232, 233, 234, 236 and 239.

(15) All encumbrances, easements and other matters appearing of record in Dolores County.

(16) Real property taxes for 1980, due and payable in 1981.

(17) Anaconda's obligation to convey to the Town of Rico the surface only of the East 20 feet of Lots 5 through 20, Block 28, Rico Townsite.

ED_004657_00000117-00277

Recorded at 1:25 o'clock P M., June 21 1983 INDEXED
Reception No. 119933 Book 212 Page 141/142 Pauline White Recorder. ag

p 141

THIS DEED, Made this 18th day of February, 1981,

between Alvene Hurley

of the County of Dolores and state of Colorado, of the first part, and William F. Hurley

whose legal address is Ex. 6 Personal Privacy (PP)

of the County of Dolores and state of Colorado, of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN AND NO/100---------- DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents do es remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, his heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot or parcel of land situate, lying and being in the County of Dolores and State of Colorado, to wit:

See Exhibit "A"

STATE DOCUMENTARY FEE
Date June 21, 1983
$ exempt

also known as street and number

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

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

Signed, Sealed and Delivered in the Presence of

Alvene Hurley [SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF COLORADO, } ss.
County of DOLORES

The foregoing instrument was acknowledged before me this 18th day of February 1981, by Alvene Hurley.

My commission expires 11-13, 1983. Witness my hand and official seal.

Notary Public

STATE OF COLORADO NOTARY PUBLIC

No. 933. QUIT CLAIM DEED.—Basin Reproduction & Printing Co., Durango, CO — 9/77

TITLE-037

ED_004657_00000117-00278

EXHIBIT "A"

The following mining claims located in the County of Dolores, State of Colorado, to-wit:

NAME OF CLAIM	MINERAL SURVEY #	PATENT #
Smuggler	17325A	45690
Horlick	17325A	45690
Almont	17325A	45690
Yule	17325A	45690
Heddle	17325A	45690
Priest	17325A	45690
Lombard	17325A	45690
Mt. Pleasant	20539	1105946
1/6-Big Strike	7601	Book 122, Page 31
1/6-Denver	7601	Book 122, Page 31
1/6-Independent	7601	Book 122, Page 31
1/4-Chicago	8353	Book 122, Page 31
1/12-Honduras	7843	Book 122, Page 31
1/6-Pluto	6985	Book 122, Page 31
11/32-South Park	1563	Book 122, Page 31
Dolores Placer	336	17109
Karkakee	8180	Book 121, Page 63
Lost Boy	8180	Book 121, Page 63
Orphan Boy	8180	Book 121, Page 63
Maquoketa	8180	Book 121, Page 63
Pugilist	8180	Book 121, Page 63
Shenango	8180	Book 121, Page 63
Butler Girl	8180	Book 121, Page 63
Spartan	8180	Book 121, Page 63
Moonshine	7235	Book 60, Page 346
Clinton Wadsworth	7235	Book 60, Page 346
Dora N.	7235	Book 60, Page 346
I.M.P.	7235	Book 60, Page 346
Katie	7235	Book 60, Page 346
Clyde Donaldson	7235	Book 60, Page 346

Rico Property - All in Town of Rico

Lots, W½ of Lot 22, 23, 24, 25, 26 Block 16 60/239, 35/465, 71/17
Lot 20, Block 15 110/107
Lots, E½ of Lots 1&2, Block 5
Lot 3, Block 6 71/52
E½ of Lots 23, 24, 25, 26, Block 16
Lot 27, Block 16

Book 200 Page 344-346

Recorded at 2:45 o'clock P. M., 9-11-1981

Reception No. 114662 Vada Wood Recorder E.W.

P.344

THIS INDENTURE, Made this 1st day of September, 19 81, between

THE ANACONDA COMPANY, A Delaware Corporation

whose address is 555 Seventeenth Street, Denver, Colorado 80202

party Y of the first part, and the Public Trustee of the County of Dolores

in the State of Colorado, party of the second part, Witnesseth:

THAT, WHEREAS, The said THE ANACONDA COMPANY, A Delaware Corporation

has executed one promissory note, bearing even date herewith, for the principal sum of in the amount stated in said promissory note and payable in accordance with the terms thereof.

payable to the order of LUCY FAHRION, JAMES E. FAHRION and ROBERT A. FAHRION

whose address is % THE DOLORES STATE BANK, P.O. BOX 848, DOLORES, COLORADO 81323

after the date hereof, with interest thereon from the date thereof

at the rate of - Nine - per cent per annum, payable annually.

AND WHEREAS, The said party of the first part is desirous of securing payment of the principal and interest of said promissory note in whose hands soever the said note or any of them may be.

NOW, THEREFORE, The said party of the first part, in consideration of the premises and for the purpose aforesaid, does hereby grant, bargain, sell and convey unto the said party of the second part in trust forever, the following described property, situate in the County of Dolores, State of Colorado, to wit:

THOSE PATENTED MINING CLAIMS SET FORTH IN

EXHIBIT "A" ATTACHED HERETO

also known as street and number.

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust Nevertheless, That in case of default in the payment of said note or any of them, or any part thereof, or in the payment of the interest thereon, according to the tenor and effect of said note or any of them, or in the payment of any prior encumbrances, principal or interest, if any, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the beneficiary hereunder or the legal holder of the indebtedness secured hereby may declare a violation of any of the covenants herein contained and elect to advertise said property for sale and demand such sale on, upon filing notice of such election and demand for sale with the said party of the second part, who shall upon receipt of such notice of election and demand for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may be lawful for said party of the second part to sell and dispose of the same (en masse or in separate parcels, as the said Public Trustee may think best), and all the right, title and interest of said party of the first part, its heirs or assigns therein, at public auction at the West front door of the Court House, in the County of Dolores, State of Colorado, or on said premises, or any part thereof as may be specified in the notice of said sale, for the highest and best price the same will bring in cash, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said county of Dolores, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the said party of the first part at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said real estate at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale, a certificate or certificates in writing describing such property purchased, and the sum or sums paid therefor, and the time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefor, unless the same shall be redeemed as is provided by law; and said Public Trustee shall, upon demand by the person or persons holding the said certificate or certificates of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds to the said property purchased, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Public Trustee, as grantor, and shall convey and quit-claim to such person or persons entitled to such deed, as grantee, the said property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the party of the first part, its heirs and assigns therein, and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale therein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds and the said Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the beneficiary hereunder or the legal holder of said note the principal and interest due on said note according to the tenor and effect thereof, and all moneys advanced by such beneficiary or legal holder of said note for insurance, taxes and assessments, with interest thereon at -9- per cent per annum, rendering the overplus, if any, unto the said party of the first part, its legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the said party of the first part, its heirs and assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under said party of the first part, or any of them. The holder or holders of said note or notes may purchase said property or any part thereof, and it shall not be obligatory upon the purchaser or purchasers of any such sale to see to the application of the purchase money. If a release deed be required, it is agreed that the party of the first part, its heirs or assigns, will pay the expense thereof.

TITLE-038

ED_004657_00000117-00280

And the said party of the first part, for itself and for its heirs, executors and administrators covenant S and agree S to and with the said party of the second part, that at the time of the ensealing of and delivery of these presents it is well seized of the said land and tenements in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims it may have in or to said lands, tenements, and property as a Homestead Exemption, or other exemption, under and by virtue of any act of the General Assembly of the State of Colorado or as any exemption under and by virtue of any act of the United States Congress, now existing or which may hereafter be passed in relation thereto and that the same are free and clear of all liens and encumbrances whatever.

P.345

NO EXCEPTIONS

and the above bargained property in the quiet and peaceable possession of the said party of the second part, his successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

And that during the continuance of said indebtedness or any part thereof, the said party of the first part will in due season pay all taxes and assessments levied on said property; all amounts due on account of principal and interest on prior encumbrances, if any; and will keep all buildings that may at any time be on said lands, insured against loss by fire with extended coverage endorsements in such company or companies as the holder of said note may, from time to time direct, for such sum or sums as such company or companies will insure for, not to exceed the amount of said indebtedness, except at the option of said party of the first part, with loss, if any, payable to the beneficiary hereunder, as its interest may appear, and will deliver the policy or policies of insurance to the beneficiary hereunder, as further security for the indebtedness aforesaid. And in case of the failure of said party of the first part to thus insure and deliver the policies of insurance, or to pay such taxes or assessments or amounts due or to become due on any prior encumbrances, if any, then the holder of said note , or any of them, may procure such insurance, or pay such taxes or assessments or amount due upon prior encumbrances, if any, and all moneys thus paid, with interest thereon at -9- per centum per annum, shall become so much additional indebtedness, secured by this Deed of Trust, and shall be paid out of the proceeds of the sale of the property aforesaid, if not otherwise paid by said party of the first part and may for such failure declare a violation of this covenant and agreement.

AND THAT IN CASE OF ANY DEFAULT, Whereby the right of foreclosure occurs hereunder, the same party of the second part or the holder of said note or certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if any there be; and such possession shall at once be delivered to the said party of the second part or the holder of said note or certificate of purchase on request, and on refusal, the delivery of such possession may be enforced by the said party of the second part or the holder of said note or certificate of purchase by any appropriate civil suit or proceeding, and the said party of the second part, or the holder of said note or certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the party of the first part or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice—notice being hereby expressly waived—and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the court.

AND, That in case of default in any of said payments of principal or interest, according to the tenor and effect of said promissory note aforesaid, or any of them, or any part thereof, or of a breach or violation of any of the covenants or agreements herein, by the party of the first part, its executors, administrators or assigns, then and in that case the whole of said principal sum hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the legal holder thereof, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, an attorney's fee of the sum of a reasonable amount XXXXX for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as a part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the costs of such foreclosure proceedings.

Should any provision of this Deed of Trust be found to violate the statutes or court decisions of the State of Colorado, or of the United States, such provision shall be deemed to be amended to comply with and conform to such statutes and decisions.

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

WITNESS:

THE ANACONDA COMPANY,
A Delaware Corporation

By [signature] [SEAL]

[illegible] [SEAL]

[SEAL]

STATE OF COLORADO,
City and County of Denver } ss.

The foregoing instrument was acknowledged before me this 9th day of September, 1981, by G. A. Barber [illegible] of The Anaconda Company.

My commission expires 7/7/82

Witness my hand and official seal.

[signature]
Notary Public.

No. _____

DEED OF TRUST

FROM

TO

THE PUBLIC TRUSTEE
FOR THE USE OF

STATE OF COLORADO
County of _____ } ss.

I hereby certify that this instrument was filed for record in my office at _____ o'clock _____ M., _____ 19____, and is duly recorded in book _____ page _____

Film No. _____ Reception No. _____

Clerk and Recorder.

Deputy.

Fees, $ _____

BRADFORD PUBLISHING CO., DENVER

EXHIBIT A

P. 594

THE "PROPERTY"

The "Patented Claims"

The following named patented lode and millsite mining claims located in Section 30, Township 40 North, Range 10 West, N.M.P.M., County of Dolores, State of Colorado, the names, Mineral Survey Numbers, Patent Numbers and the Book and Page of Recording of the United States Patents in the Office of the Clerk and Recorder of Dolores County, Colorado, of which are as follows:

Name of Claim	Undivided Percent Interest in Claim	Mineral Survey No.	Patent Number	Recording Book	Recording Page	Acreage
Aetna	50	1956	11399	17	411	9.96
Bertha S.	50	1955A	12118	17	414	10.20
Pasadena	50	6434	20176 (21176)	199	284	9.988
Bertha S. Millsite	100	1955B	12118	17	414	1.272

all as more fully described in said United States Patents, which descriptions are incorporated herein by this reference.

TOGETHER WITH any and all veins, lodes, dips, spurs, angles, placers and mineral deposits now owned or hereafter acquired by Seller, or any of them, extending from or into, or contained in said patented claims; all ores and minerals in the patented claims, whether now owned or hereafter acquired by Seller, or any of them; all right, title and interest of Seller, or any of them, now owned or hereafter acquired, in and to the surface and subsurface of said patented claims; all water, water rights, easements, and rights-of-way now owned or hereafter acquired or held by Seller, or any of them, in, upon, or under said patented claims or in any way appurtenant thereto; all workings, dumps, waste rock, tails, spoils and improvements belonging to Seller, or any of them, and located on or in said patented claims; and all tenements, hereditaments, and appurtenances appertaining to said patented claims.

ED_004657_00000117-00282

Recorded at 1:00 o'clock P M. 11-27 1981 Book 202 Page 187-188
Reception No. 117123 Dolores County Clerk Recorder. E. W. Dougherty

P 187

LUCY FAHRION, (Widow of Jack Fahrion)
JAMES E. FAHRION and ROBERT A. FAHRION

whose address is Rico

County of Dolores, State of

Colorado, for the consideration of
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION--
~~dollars~~ in hand paid, hereby sell(s) and convey(s) to

STATE DOCUMENTARY FEE
Date 11-27-1981
$ exempt

THE ANACONDA COMPANY,
A Delaware Corporation

whose legal address is 555 Seventeenth Street, Denver, 80202 County of

Denver, and State of Colorado the following real property in the

County of Dolores and State of Colorado, to wit:

THOSE PATENTED MINING CLAIMS SET FORTH IN
EXHIBIT "A" ATTACHED HERETO

also known as street and number

with all its appurtenances, and warrant(s) the title to the same, subject to usual United States patent reservations and ad valorem taxes for the year 1981.

Signed this 10th day of ~~August~~ September, 19 81

LUCY FAHRION
James E. Fahrion
JAMES E. FAHRION
Robert A. Fahrion
ROBERT A. FAHRION

STATE OF COLORADO,
County of Montezuma } ss.

The foregoing instrument was acknowledged before me this 10th day of ~~August~~ Sept., 1981, by LUCY FAHRION, JAMES E. FAHRION and ROBERT A. FAHRION.

My commission expires 12-17-82.
Witness my hand and official seal.

Dolores M. Schwindt
Notary
140 West 1st Street
Cortez, Colorado 81321

No. 897 Warranty Deed—Short Form ©1974 Bradford Publishing Co., 1946 Stout Street, Denver, Colorado 80293-5011; 6-79

TITLE-039

ED_004657_00000117-00283

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EXHIBIT A

THE "PROPERTY"

The "Patented Claims"

The following named patented lode and millsite mining claims located in Section 30, Township 40 North, Range 10 West, N.M.P.M., County of Dolores, State of Colorado, the names, Mineral Survey Numbers, Patent Numbers and the Book and Page of Recording of the United States Patents in the Office of the Clerk and Recorder of Dolores County, Colorado, of which are as follows:

Name of Claim	Undivided Percent Interest in Claim	Mineral Survey No.	Patent Number	Recording Book	Recording Page	Acreage
Aetna	50	1956	11399	17	411	9.96
Bertha S.	50	1955A	12118	17	414	10.20
Pasadena	50	6434	20176 (21176)	199	284	9.988
Bertha S. Millsite	100	1955B	12118	17	414	1.272

all as more fully described in said United States Patents, which descriptions are incorporated herein by this reference.

TOGETHER WITH any and all veins, lodes, dips, spurs, angles, placers and mineral deposits now owned or hereafter acquired by Seller, or any of them, extending from or into, or contained in said patented claims; all ores and minerals in the patented claims, whether now owned or hereafter acquire by Seller, or any of them; all right, title and interest of Seller, or any of them, now owned or hereafter acquired, in and to the surface and subsurface of said patented claims; all water, water rights, easements, and rights-of-way now owned or hereafter acquired or held by Seller, or any of them, in, upon, or under said patented claims or in any way appurtenant thereto; all workings, dumps, waste rock, tails, spoils and improvements belonging to Seller, or any of them, and located on or in said patented claims; and all tenements, hereditaments, and appurtenances appertaining to said patented claims.

ED_004657_00000117-00284

Recorded at 12:30 o'clock P.M. 1-5-1982
Reception No. 117415 Book 303 Page 158-160
Nada Wood, Recorder, Dolores Co., Colorado.

P.158

P.15

ADDITIONAL AND AMENDED
LOCATION CERTIFICATE
OF THE RAMCO 16A LODE MINING CLAIM

KNOW ALL MEN BY THESE PRESENTS, that the Anaconda Company, a Delaware Corporation, by its Agent, the undersigned,

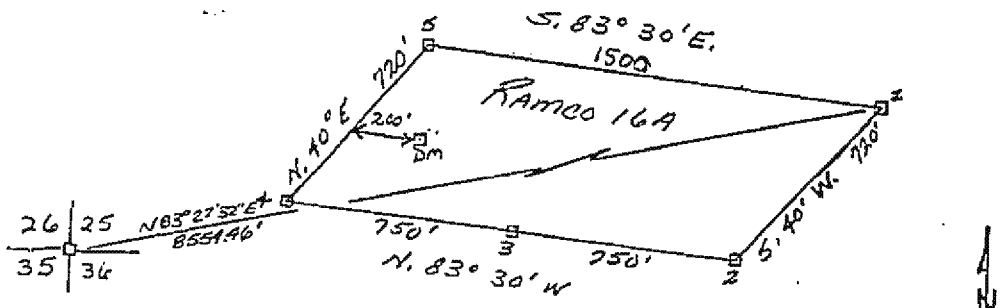
(hereinafter the "locators"), owners of the RAMCO 16 lode mining claim, do hereby certify and declare as follows, to wit:

The locators have this 10th day of November, 1981, amended, located and claimed and by these presents do amend, locate and claim, by right of the original discovery and this Additional and Amended Location Certificate, the RAMCO 16 A lode mining claim (hereinafter the "Claim") and by right of discovery and location, claim 1500 feet, linear and horizontal measurement, on the said lode, vein, ledge, or deposit, along the vein thereof, with all its dips, angles, and variations as allowed by law, together with 300 feet on each side of the middle of said vein, at the surface, so far as can be determined from present development; and all veins, lodes, ledges, deposits and surface ground within the lines of the Claim, 200 feet running N 83° 30' W from the point of discovery and 1300 feet running S83° 30' E. from the point of discovery, said point of discovery being situated upon said lode, vein, ledge, or deposit, and within the lines of the Claim. The Claim is situated in the Rico (Pioneer) Mining District, County of Dolores and State of Colorado, and located in the SW Quarter, Section 30, Township 40 N, Range 10 W, N.M. P.M. and more particularly described as follows, to wit:

Beginning at northeast corner post No. 1,

Thence 720 feet in a S40° W direction to post No. 2,
Thence 750 feet in a N 83° 30' W direction to post No. 3,
Thence 750 feet in a N 83° 30' W direction to post No. 4,
Thence 720 feet in a N 40°E direction to post No. 5,
Thence feet in a direction to post No. ,
Thence 1500.0 feet in a S 83° 30' E direction to post No. 1, point of beginning.

To tie this Claim to the Public Survey, begin at the NW corner, Section 36, Township 40 N, Range 11 W N.M. P.M., bear N 83° 27' 32", E 8554.46 feet, and feet to the northeast corner of this Claim.



SCALE: 1" = 500'

TITLE-040

ED_004657_00000117-00285

P. 159

This is the same lode originally located on the 20 day of June, 1970, and recorded on the 23 day of July, 1970, in Book (Film) 122, Page (Rec. No.) 414 in the office of the Clerk and Recorder of Dolores County, Colorado, and amended on the ___ day of _____, 19__ and recorded on the ___ day of _____, 19__, in Book (Film) _____, Page (Rec. No.) _____ in that office.

Notice of this Claim was also filed in the Colorado State Office of the United States Bureau of Land Management under Serial No. CMC 139056 in accordance with the requirements of 43 C.F.R., Subpart 3833.

This Additional and Amended Location Certificate is made without waiver of any previously acquired rights, but for the purpose of correcting any errors in the original location, description of records, and of taking in and acquiring all forfeited or abandoned overlapping ground, and of taking in any part of any overlapping claim which has been abandoned, and of securing all the benefits of C.R.S. 1973 Sec. 34-43-115, as amended.

On this date, the undersigned has performed all acts of location as though there had been no original location in compliance with the Mining Acts of Congress, approved May 10, 1872, and all subsequent acts, in accordance with local customs, laws, and regulations.

THE ANACONDA COMPANY
555 17th Street
Denver, Colorado 80202

By: Fredric P. Thomas
Its Agent
Thomas Engineering, Inc

STATE OF COLORADO)
COUNTY OF Montezuma) ss.

Subscribed, sworn to and acknowledged before me this 12th day of November, 1981 by Fredric P. Thomas.

My commission expires: 4-30-85

Nancy E. Thomas
Notary Public

Address: 11881 Co. Rd. 29
Cortez, Colo. 81321

STATE OF COLORADO)
COUNTY OF _____) ss.

No. _____ FEES $ _____

I hereby certify that this Location Certificate was filed for record in my office at _____ o'clock, _____, 19__, and is duly recorded in Book (Film) _____, Page (Rec. No.) _____, Reception No. _____.

_____ Recorder

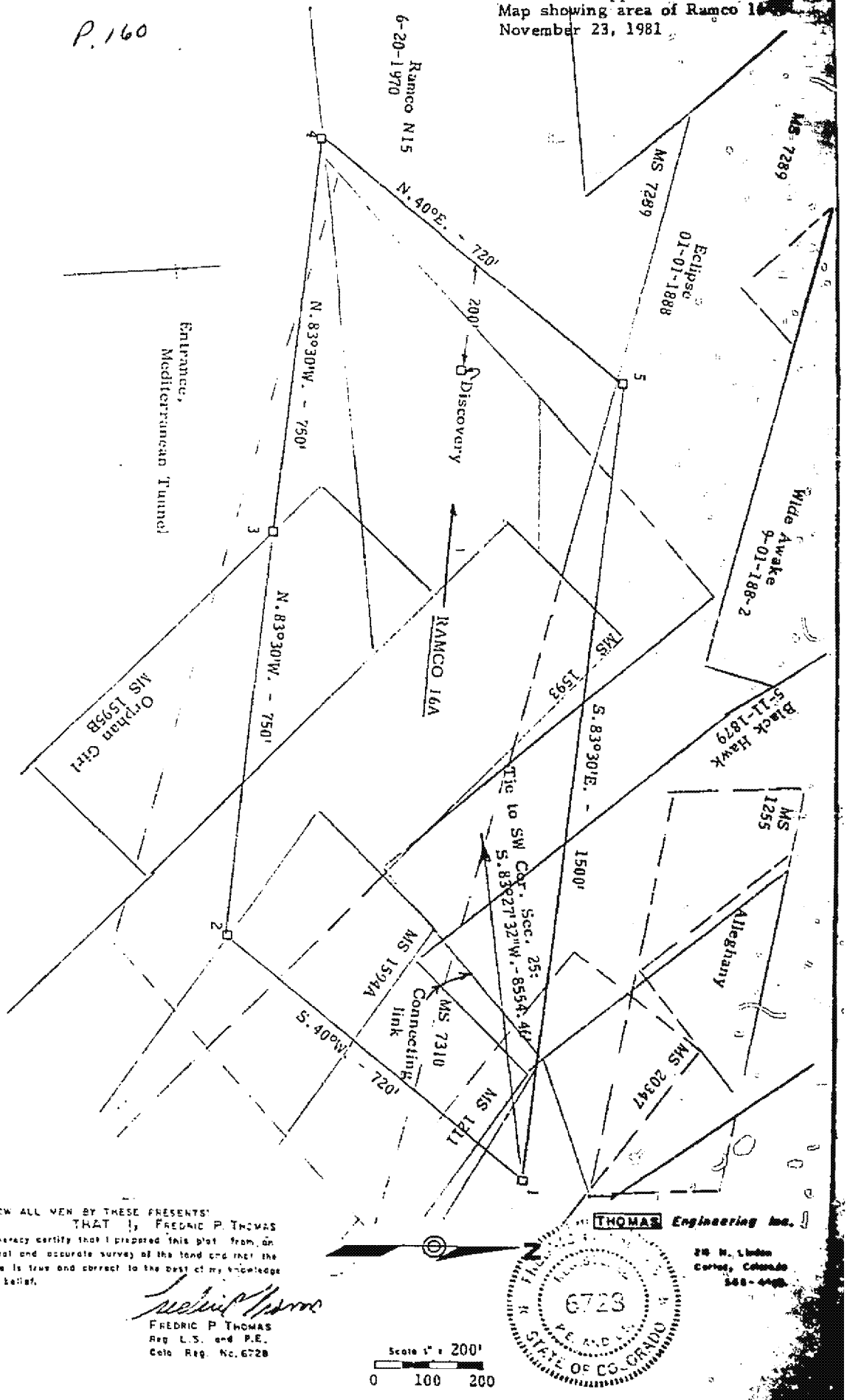
_____ Deputy Recorder

P. 11

KNOW ALL MEN BY THE
THAT
do hereby certify that I pr
actual and accurate surv
same is true and correct
and belief.

P. 160

Anaconda Copper Co.
Map showing area of Ramco 16
November 23, 1981



KNOW ALL MEN BY THESE PRESENTS:
THAT I, FREDRIC P. THOMAS
do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the same is true and correct to the best of my knowledge and belief.

FREDRIC P. THOMAS
Reg. L.S. and P.E.
Colo. Reg. No. 6728

THOMAS Engineering Inc.
216 N. Linden
Cortez, Colorado
565-4468

6728
P.E. AND L.S.
STATE OF COLORADO

Scale 1" = 200'
0 100 200

P 306

GENERAL WARRANTY DEED

THIS DEED is made effective as of this 15 day of December, 1981, by and between Milton R. Mills ("Grantor") and THE ANACONDA COMPANY, a Delaware corporation duly authorized to do business in the State of Colorado, whose address is 555 Seventeenth Street, Denver, Colorado 80202 ("Anaconda").

W I T N E S S E T H:

That Grantor for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, in hand paid by Anaconda, the receipt and sufficiency whereof is hereby acknowledged, has conveyed and warranted and hereby conveys and warrants to Anaconda the following described patented lode mining claim located in the Rico Mining District (also known as the Pioneer Mining District) in Sections 29 and 30, Township 40 North, Range 10 West, N.M.P.M., Dolores County, State of Colorado, the name, Mineral Survey Number, Patent Number and the Book and Page of Recording of the United States Patent in the Office of the Clerk and Recorder of Dolores County, Colorado, of which are as follows:

Name of Claim	Undivided Percent Interest in Claim	Mineral Survey No.	Patent Number	Recording Book	Recording Page	Net Acreage
Honduras	25	7843	24157	34	297	2.312

as more fully described in said United States Patent, which description is incorporated herein by this reference.

TOGETHER WITH any and all veins, lodes, dips, spurs, angles, placers and mineral deposits now owned or hereafter acquired by Grantor extending from or into, or contained in the patented claim; all ores and minerals in the patented claim, whether now owned or hereafter acquired by Grantor all right, title and interest of Grantor now owned or hereafter acquired, in and to the surface and subsurface of the patented claim; all water, water rights, easements, and

STATE DOCUMENTARY FEE
Date 1-11-1982
$ Exempt

Recorded at 2:30 o'clock P.M. 1-11-1982
Reception No. 117438 Book 903 Page 306-307
Vada Wood, Recorder, Dolores Co., Colorado.
by

TITLE-041

P. 207

rights-of-way now owned or hereafter acquired held by Grantor in, upon, or under the patented claim or in any way appurtenant thereto; all workings, dumps, waste rock, tails, spoils and improvements belonging to Grantor and located on or in the patented claim; and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining and the rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatever, in law as well as in equity, of Grantor of, in or to the said premises, and every part and parcel thereof, with the appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Anaconda, its successors and assigns forever.

And Grantor, covenants and agrees to and with Anaconda that Grantor, for himself and his heirs, executors, administrators, successors and assigns, will forever defend Anaconda, its successors and assigns, against any and all persons claiming the whole or any part of the said premises above bargained and described, subject only to real property taxes for 1981 and subsequent years, due and payable in 1982 and subsequent years.

IN WITNESS WHEREOF, Grantor, has executed this General Warranty Deed the day and year first above written.

Milton R. Mills

Milton R. Mills

STATE OF Calif.)
COUNTY OF Orange) ss.

The foregoing instrument was acknowledged before me on this 15 th. day of Dec., 19 81, by Milton R. Mills.

Witness my hand and official seal.

Geraldine Kitchens

Notary Public
Geraldine Kitchens

My Commission expires: Dec. 3, 1984

14011 Beach Blvd
Westminster, CA.
92683

OFFICIAL SEAL
GERALDINE KITCHENS
Notary Public - California
ORANGE COUNTY
My Commission Expires December 3, 1984

ED_004657_00000117-00289

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Recorded at 8:30 [illegible] Sept 22, 1982
Reception No. 118642 Book 207 Page 13/7
[illegible] Recorder, Dolores Co., Colorado

GENERAL WARRANTY DEED

THIS DEED is made effective as of this 8th day of June, 1982, by and between Gerald F. Lynton and Martha A. Lynton (collectively "Grantor") and ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation duly authorized to do business in the State of Colorado, whose address is 555 Seventeenth Street, Denver, Colorado 80202 ("Grantee").

Date 9-22-82
[illegible]

W I T N E S S E T H:

That Grantor for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, has conveyed and warranted and hereby conveys and warrants to Grantee the following described patented lode mining claims located in the Rico Mining District (also known as the Pioneer Mining District) in Sections 29 and 30, Township 40 North, Range 10 West, N.M.P.M., Dolores County, State of Colorado, the names, Mineral Survey Numbers, Patent Numbers and the Book and Page of Recording of the United States Patents in the Office of the Clerk and Recorder of Dolores County, Colorado, of which are as follows:

Name of Claim	Undivided Percent Interest in Claim	Mineral Survey No.	Patent Number	Recording Book	Recording Page	Net Acreage
Aetna	50	1956	11399	17	411	4.98
Bertha S.	50	1955A	12118	17	414	5.10
Pasadena	50	6434	20176 (21176)	199	284	4.994

as more fully described in said United States Patents, which descriptions are incorporated herein by this reference.

TOGETHER WITH any and all veins, lodes, dips, spurs, angles, placers and mineral deposits now owned or hereafter acquired by Grantor extending from or into, or contained in the patented claims; all ores and minerals in the patented claims, whether now owned or hereafter acquired by Grantor; all right, title and interest of Grantor now

owned or hereafter acquired, in and to the surface and subsurface of the patented claims; all water, water rights, easements, and rights-of-way now owned or hereafter acquired or held by Grantor in, upon, or under the patented claims or in any way appurtenant thereto; all workings, dumps, waste rock, tails, spoils and improvements belonging to Grantor and located on or in the patented claims; and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining and the rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatever, in law as well as in equity, of Grantor of, in or to the said premises, and every part and parcel thereof, with the appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Grantee, its successors and assigns forever.

And Grantor, covenants and agrees to and with Grantee that Grantor, for themselves and their heirs, executors, administrators, successors and assigns, will forever defend Grantee, its successors and assigns, against any and all persons claiming the whole or any part of the said premises above bargained and described, subject only to real property taxes for 1982 and subsequent years, due and payable in 1983 and subsequent years.

IN WITNESS WHEREOF, Grantor, has executed this General Warranty Deed the day and year first above written.

Gerald F. Lynton

Gerald F. Lynton

Martha A. Lynton

Martha A. Lynton

STATE OF Utah)
COUNTY OF Utah) ss.

The foregoing instrument was acknowledged before me on this

9th day of June, 1982, by Gerald F. Lynton and Martha A. Lynton.

Witness my hand and official seal.

Diane Snodgrass
Notary Public
Address: 4301 Franklin Rd
Boise ID 83705

My Commission expires: 6/7/84

Recorded at 12:40 o'clock P.M. 3-27-89
Reception No. [illegible]
Darlene White, Recorder, Silverton Co., Colorado by [illegible]

[redacted]

[redacted]

[redacted] American

[redacted] 1912

California USA

[redacted]

[redacted] 573-52-8693

Colorado Adams Brighton 80601 175 E. 4th Avenue

Lewis S. Duncan Welsh

Colorado State Anatomical Board 4200 East 9th Ave., Denver, Colorado

[redacted] May 16, 1988 Colorado Med. Anatomical [redacted] Colorado

Kelly Quilled CO ST ANAT BD, 4200 E. 9th Ave., Denver, CO 80262

[redacted]

5/17/88

Robert Berris, M.D., 2005 Franklin, Suite 150, Denver, CO 80601

Essie J. Cook Dep PD June 3, 1988

CAUSE OF DEATH

PART I IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), and (c).) Cardiorespiratory arrest 1 week

(a) DUE TO, OR AS A CONSEQUENCE OF

(b) DUE TO, OR AS A CONSEQUENCE OF

(c)

PART II OTHER SIGNIFICANT CONDITIONS Pulmonary edema; Pneumothorax; Cardiomegaly; Chronic alcoholism; Hepatomegaly; Cirrhosis

AUTOPSY No

WAS CASE REFERRED TO CORONER? No

ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED, PENDING INVESTIGATION

DATE AND HOUR OF INJURY

DESCRIBE HOW INJURY OCCURRED

INJURY AT WORK

PLACE OF INJURY

LOCATION

State of Colorado
City and County of Denver

I hereby certify this document is a true and correct copy of the original record in my custody. Issued in the City and County of Denver this 8th day of June, A. D. 1988.

This copy not valid unless prepared on green basketweave paper and impressed with raised seal of the Dept. of Health & Hospitals, City & County of Denver, Colo.

F. N. Judson, M.D., Local Registrar

Essie J. Cook, Local Registrar

PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if any person alters, uses, or attempts to use or furnishes to another for deceptive use or supplies false information for any vital statistics certificate.

TITLE-043

INDEXED

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That **ATLANTIC RICHFIELD COMPANY ("ARCO")**, a corporation duly organized under the laws of the State of Delaware, acting through its division ARCO Coal Company, does hereby make, constitute and appoint **JOHN R. HARDIN** of Denver, Colorado, its true and lawful attorney for it and in its name and behalf to execute any contract, agreement, release, assignment, or other instrument, in the name of and on behalf of **ARCO**, which he may deem necessary or proper in connection with the consummation of the sale by **ARCO** to Rico Development Corporation of ARCO's interest in certain real and personal property located in Dolores County, Colorado pursuant to the "Purchase and Sale Agreement" of May 9, 1988 between ARCO and Rico Development Corporation. The said **JOHN R. HARDIN** as Attorney in Fact is empowered to execute, acknowledge and deliver any such instruments or documents as fully as if special authority has been granted in each particular case by the Board of Directors of ARCO. This Power of Attorney automatically shall terminate and become null and void upon the expiration of one (1) year from the date hereof.

Recorded at 11:05 o'clock A.M. Sept 1, 1988
Reception No. 127280 Book 238 Page 308
Earlene White Recorder, Dolores Co., Colorado

EXECUTED this 26 day of August, 1988.

ATLANTIC RICHFIELD COMPANY,
Acting Through its Division
ARCO COAL COMPANY

ATTEST:

Assistant Secretary

By: _____
Vice President

STATE OF COLORADO)
) ss
CITY & COUNTY OF DENVER)

On this 26 day of August, in the year 1988, before me, the undersigned authority, personally appeared _____, known to me to be a Vice President of the corporation that executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:
1/27/90

Notary Public
Denver, Colorado

LDM:smp.1

TITLE-044

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Recorded at 11:10 o'clock A.M. Sept 1, 1988
Reception No. 127281 Book 231 Page 309-325
Earlene W... Colorado
E.W.

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this 26 day of August, 1988, by and between **ATLANTIC RICHFIELD COMPANY**, a Delaware corporation, with offices at 555 Seventeenth Street, Denver, Colorado 80202, **GRANTOR**, and RICO DEVELOPMENT CORPORATION, a Colorado corporation, P.O. Box 130 Rico, Colorado 81332, **GRANTEE**.

Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby sells and conveys unto Grantee, the real property described in Schedule 1 (the "Property") situated in Dolores County, State of Colorado.

Grantor warrants title against all persons claiming under Grantor but not otherwise.

GRANTOR HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OR SUITABILITY OF ANY STRUCTURES, FIXTURES, MACHINERY, EQUIPMENT OR OTHER TANGIBLE PERSONAL PROPERTY CONVEYED HEREBY, AND GRANTEE IS ACQUIRING ALL SUCH PROPERTY WITHOUT WARRANTY OF ANY KIND, EXPRESSLY INCLUDING ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

ATLANTIC RICHFIELD COMPANY

LEGAL

By: _____
Vice President
ARCO Coal Company, a
Division of Atlantic
Richfield Company

Sept 1, 1988
80.00

PROPERTY DESCRIPTION

TITLE-045

ED_004657_00000117-00295

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STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 26 day of August, 1988, by [illegible], as the Vice President of ARCO Coal Company, a Division of Atlantic Richfield Company, a Delaware corporation.

Witness my hand and official seal.

Notary Public

Address: 555 17th St.
Denver, Co.

My commission expires: 1/27/90

LDM:smp

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Schedule 1

EXHIBIT A
Part 1

SEGREGATED LANDS

The following described patented fee lands located in Dolores County, State of Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 41 North, Range 10 West

Section 14: SW¼ NE¼
NW¼ SE¼
Section 35: SE¼ NW¼
E½ SW¼

Township 41 North, Range 9 West

Section 31: N½

Township 40 North, Range 10 West

Section 2: NE¼ NW¼
E½ SE¼

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to The Rico Argentine Mining Company, dated December 29, 1941, and recorded in the Real Property Records of Dolores County, Colorado on December 31, 1941 in Book 63 at Page 79.

The following described patented fee lands located in Dolores County, Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 40 North, Range 10 West

Section 20: SW¼ SE¼
Section 29: N½ NE¼
NE¼ NW¼

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to Rico Argentine Mining Company, dated and recorded in the Real Property Records of Dolores County on October 27, 1944, in Book 63 at Page 103.

JRH

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Schedule 1

EXHIBIT A
Part 2

RICO TOWNSITE LANDS

Mineral and surface rights to the following described property, all located within the Rico Townsite, C[illegible], State of Colorado, as per the [illegible] documents of record in the Office of the Clerk and Recorder of Dolores County:

Block 1	Lots 3, 4 Lots 5, 6 Lots 17 through 20 Lots 21, 22 Lots 36 through 40
Block 2	Lots 9 through 12
Block 3	Lots 31 through 40
Block 4	Lots 4, 5 Lots 39, 40
Block 5	Lots 12, 13, 14
Block 6	Lots 31, 32 Lots 39, 40
Block 8	Lots 19, 20
Block 9	Lots 20 through 24
Block 10	Lots 17 through 26 Lots 29 through 40
Block 11	Lots 3, 4 Lots 11, 12 Lots 13 through 20 Lots 21 through 29 Lots 32 through 34
Block 12	Lots 23 through 26 Lots 31 through 36
Block 13	Lots 12 through 16 Lots 39, 40
Block 14	Lots 1 through 8 Lots 21 through 23 Lots 24 through 28 No. 20' of Lot 31 Lots 32 through 40

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Block 1[illegible]	Lots 33, 34
Block 16	Lots 1 throu[illegible] 4 Lots 36, 38
Block 17	Lots 1, 24, 25
Bloc[illegible]	Lots 14 th[illegible]gh [illegible]
Bloc[illegible] 19	Lots 1 through 3 Lots 6 through 9 Lots 11, 12 Lots 30 through 34 Lots 37 through 40
Block 20	[illegible]ot [illegible] Lots 21, 22 Lot 28 Lots 31 through 33 Lots 36 through 38
Block 23	Lots 16 through 20
Block 24	Lots 21 through 30 Lots 32 through 34
Block 25	Lots 1 through 4 Lots 7 through 20 Lots 35 through 40
Bloc[illegible]k 28	Lots 1 through 4, West 80' of Lots 5 through 20
Block 29	Lots 1 through 5
Block 30	Lots 3 through 6
Block 38	Lots 21 through 40
Block 39	Lots 1 through 20 Lots 28 through 40
Block A, Piedmont Addition, Town of Rico	[illegible]t 13 [illegible]t 38

Tracts B, [illegible] and D as described in United St[illegible] Patent for the Townsite of Rico recorded December 15, 1891 in Book 17 [illegible] page 394 in the office of the Clerk and Recorder. EXCEPT all that part of [illegible]act C conveyed in Book 57 at page 374

AND

A tract of land referred to as "Max Boehmer Tract" located within Townsite of Rico more particularly described as follows: Beginning at Corner No. 1, identical with Corner 31 of the Townsite of Rico, whence an Aspen tree blazed

P.314

and marked B.T. Corner 31 T.R. bears North 43°58' East 45.6 feet distant; thence South 10° West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51°20' East 511 feet to Corner No. 3 on the West bank of Dolores River, general course, North 10°20' East, 629 3/10 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a Cottonwood tree 18" in diameter blazed and marked B.T. Corner No. 32 T.R. bears South 82°45' West 5 feet distant; thence South 51°20' West 516.7 feet to Corner No. 1, the place of beginning.

AND

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10° West 270 feet; thence North 80° West 400 feet; thence North 10° East 270 feet; thence South 80° East 400 feet to place of beginning.

AND

A tract of land referred to as "A.E. Arms Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico South 10° West 890 feet from Corner No. 31; thence South 10° West 240 feet to a point; thence South 80° East 724 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8°30' East 240.1 feet; thence North 80° West 717.8 feet to the place of beginning.

AND

A tract of land referred to as "F.G. Day Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at South 10° West 1130 feet from Corner No. 31; thence South 10° West 240 feet to a point; thence South 80° East 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8°30' East 240.1 feet to a point; thence North 80° West 724 feet to the place of beginning.

AND

A tract of land located within Townsite of Rico bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A.E. Arms Tract on the South and the West boundary Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West more particularly described as follows:

Beginning at a point on the West Boundary of Second Amended Survey Rico Townsite, which is also the Northwest Corner of Tract deeded to A.E. Arms March 13, 1902; thence North 10° East 265 feet to a point on West line Second Amended Survey Rico Townsite which is also the Southwest Corner of Tract deeded to Max Boehmer October 10, 1892; thence North 51°20' East 511 feet to a point which is also the Southeast Corner Max Boehmer tract; thence North 10°20' East 629.3 feet to a point which is also Corner No. 32 Amended Survey Rico Townsite; thence North 18°40' West 178.3 feet to a point on line 32-33 Second Amended Survey Rico Townsite which is also on the South

MDB
JRH

P.315

boundary of inkfield Tract (west of the Dolores River); thence South 80° East 399.5 fe to a point which is also the Northwest corner of Tract deeded to Pasadena I duction Company, July 15, 1884; thence South 40°04' West 401.7 feet to a poi which is also the West corner of Pasadena Reduction Company Tract; thenc South 24°30' East 350 feet to a point which is also the Southwest Co ner Pasadena Reduction Co. tract; thence South 5°18' West 801 feet to a poi t which is also the Northeast Corner A.E. Arms Tract; thence North 80° W t 717.8 feet to the place of beginning. Also described as "Pasadena Mi Property" and "North A.E. Arms Tract".

AND

A tract of land located in Southwest corner of Townsite of Rico bounded by F.G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10° West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F.G. Day et al as recorded in Book 33, page 10 of the records of the office of the County Clerk and Recorder of Dolores County, Colorado; thence South 10° West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80° East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10° East 318.4 feet; thence North 80° West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80°50' East 225 feet distant and Corner No. 21 of Rico Townsite bears North 68°20' East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20°57' East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68°20' West 59.54 feet distant; thence North 68°20' West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68°20' East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N.&M. Mining Claim and Corner No. 28 of Rico Townsite bears South 2°10' West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39°58' West 716.22 feet distant; thence South 2°10' West 99.50 feet to Corner No. 2 of N.&M. Mining claim and Corner No. 28 of Rico Townsite; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Townsite; thence North 80° West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East side line of Rico Graveyard; thence North 10° East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80° West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0°36' West 275.02 feet distant; thence North 10° East 301.53 feet to Corner No. 1, the place of beginning.

AND

A tract of land referred to as "Warner K. Patrick Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears

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boundary of Wink ld Tract (west of the Dolores River); thence South 80° East 399.5 feet to point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company, July 15, 1884; thence South 40°04' West 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence Sout 24°30' East 350 feet to point which is also the Southwest Corner Pasadena Reduction Co. tract, thence South 5°18' West 801 feet to a point which is also the Northeast Corner A.E. Arms Tract; thence North 80° West 717.8 feet to the place of beginning. Also described as "Pasadena Mill Property" and "North A.E. Arms Tract".

AND

A tract of land located in Southwest corner of Townsite of Rico bounded by F.G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10° West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F.G. Day et al as recorded in Book 33, page 10 of the records of the office of the County Clerk and Recorder of Dolores County, Colorado; thence South 10° West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80° East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10° East 318.4 feet; thence North 80° West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80°50' East 225 feet distant and Corner No. 21 of Rico Townsite bears North 68°20' East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20°57' East 341.37 feet dist it and Corner No. 3 of Little Ada Claim bears South 68°20' West 59.54 f distant; thence North 68°20' West 608.56 feet along the southerly side li f the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68' East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N.&M Mining Claim and Corner No. 28 of Rico Townsite bears South 2°10' W 99.50 feet distant and Northeast Corner of Rico Graveyard bears Sou 39°58' West 716.22 feet distant; thence South 2°10' West 99.50 feet to C er No. 2 of N.&M. Mining claim and Corner No. 28 of Rico Townsite; thenc 33.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Townsite; t ence North 80° West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East side line of Rico Graveyard; thence North 10° East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard, thence North 80° West 160 feet to Corner No. 6 identical wit Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0°36' West 275.02 feet distant; thence North 10° East 301.53 feet to Corner No. 1, the place of beginning.

AND

A tract of land referred to as "Warner K. Patrick Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears

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North 10° East 151.4 feet; thence South 10° West 374.3 feet along said line 1-2 to a point; thence South 63°16' West 404.1 feet to Corner No. 1 of Eighty-eight (88) lode; thence North 10° East 374.3 feet to Corner No. 6 of Eighty-eight (88) lode; thence North 63°16' East 404.1 feet to place of beginning.

AND

A tract of land referred to as "Group Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10° West 676 feet to the Southeast Corner which is also Corner No. 17 of Rico Townsite; thence West 1021.8 feet to the Southwest Corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1°52' West 1052.6 feet to Northeast Corner of J.M. Acker or Winkfield claim; thence North 4°3' West 100 feet to the Northwest Corner, a post; thence North 87°54' East 153.8 feet to a post in the center of River Street; thence South 2°6' East 350 feet along the center line of River Street to a post; thence South 87°54' West 30 feet to a post on the west line of River Street; thence South 2°6' East 600 feet along the West line of River Street to a post; thence North 87°54' East 476 feet to the Southeast Corner of Block 38; thence North 2°6' West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 87°54' East 116 feet to the Southeast Corner of Block 10: thence North 2°6' West 54 feet to a post; thence South 68°42' East 486.1 feet to the place of beginning.

AND

A tract of land referred to as "Roys Tract" located within Townsite of Rico more particularly described as follow: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 33°31'46" East 213.8 feet and Northeast Corner of Tremble Tract is North 81°11' West 18.4 feet; thence North 1°52' West 918.7 feet to Northeast Corner (var. 12°42' East); thence South 88°8' West 628.6 feet to Northwest Corner (var. 13°55' East); thence South 1°52' East 222.5 feet to West angle corner (var. 13°15' East); thence South 27°39' East 705.8 feet to Southwest Corner; thence South 81°11' East 327.3 feet to Southeast Corner, the place of beginning.

AND

A tract of land referred to as "Tremble Tract" located within Townsite of Rico more particularly described as follows: Beginning at Southeast Corner of Block 27 (var. 13°45' East), whence Northeast Corner of same is North 1°55' West; thence South 37°50'37" West 222.2 feet to Northeast Corner of tract being conveyed; thence South 4°3' East 688 feet to Southeast Corner; thence North 81°11' West 253 feet to Southwest Corner; thence North 4°3' West 688 feet to Northwest Corner; thence South 81°11' East 253 feet to Northeast Corner, the place of beginning.

AND

A tract of land referred to as "Winkfield Tract East of River" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5°49' East 866 feet; thence North 88°11' West 253 feet to Corner No. 2; thence North 27°17' West 481 feet to Corner No. 3; thence South 22°12' East 462.1 feet to Corner No. 4; thence South 5° East 200 feet to Corner No. 5; thence

South 9°10' West 451 feet to Corner No. 6; thence South 80° East 652 feet to Corne No. 7; thence North 1°52' West 600 feet to Corner No. 1, the place of begin ng, all lying East of the Dolores River.

AND

A tra of land located within Townsite of Rico bounded as follows: On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande South rn Railroad as constructed; on the East by Mantz Avenue and Lots 1 to 14, inclusive, of Block 28; on the South by a parcel of land known as Roys Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed, EXCEPT all that portion conveyed in Deed recorded in Book 157 at page 351. Also described as R.G.S. North Tract. Tract A is included in this description.

AND

A tract of land located within Townsite of Rico bounded as follows: On the North by a tract of land known as Roys Tract; on the East by a tract of land known as Tremble Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also described as R.G.S. Tract South.

AND

A tract of land located within Townsite of Rico described as follows: A strip of land 50 feet wide on each side of center of wye of Rio Grande Southern Railroad as constructed and all land between the legs of said wye as constructed and extended through that part of Winkfield Tract West of a line 100 feet West of and parallel to the main tract of the Rio Grande Southern Railroad as constructed.

AND

The abandoned Rio Grande Southern Railroad right-of-way extending through the Townsite of Rico.

AND

A tract of land in Commercial Street East of Block 14, Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at the Northeast Corner of Lot 1, Block 14, Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M.; thence North 87°53'26" East a distance of 25.00 feet; thence South 02°06'34" East a distance of 110.00 feet; thence South 87°53'26" West a distance of 25.00 feet to the line of Block 14; thence North 02°06'34" West a distance of 110.00 feet along the East line of Block 14 to the point of beginning.

AND

A tract of land at the East End of Mantz Avenue in Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at a point on the

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South line of Block 29, Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M., from which point the USLM#1 bears North 13°56'45" East a distance of 959.95 feet; thence South 87°53'26" West a distance of 182.60 feet along the South line of said Block 29; thence South 02° 6'34" East a distance of 80.[illegible] feet to the Northwest corner of Block 31; thence North 87°53'26" East a distance of 175.44 feet along the South line of Mantz Avenue; thence North 15°00'00" East a distance of 81.82 feet to the point of beginning.

AND

A tract of land in Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at the Northeast Corner of Block 28, Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M.; thence North 02°06'34" West a distance of 80.00 feet to the Southeast Corner of Block 12; thence South 87°53'26" West a distance of 100.00 feet to the Southwest Corner of Lot 20, Block 12; thence South 02°06'34" East a distance of 80.00 feet to the Northwest Corner of Lot 1, Block 28; thence North 87°53'26" East a distance of 100.00 feet to the point of beginning.

Parcels 1, 2, 4 through 7, 10 through 12, 14 through 17, 20, 21, and 25 through 42 of the Atlantic Cable Subdivision.

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Schedule 1

EXHIBIT A
Part 3
PATENTED MINING CLAIMS

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	PATENT NUMBER	MINERAL SURVEY NUMBER
A.B.G.	20385	6726
AETNA	11399	1956
AETNA	21734	6796
IMP	21734	6796
SAW TOOTH	21734	6796
UTE	21734	6796
ALLEGHANY	9588	1255
ALTA	19105	6191
APEX	29042	11583A
ARGENTINE	37834	15233
JAMES G. BLAINE	37834	15233
CASHIER	37834	15233
WORLDS FAIR	37834	15233
HUMBOLDT	37834	15233
ASPEN	26020	6512
LAST CHANCE	26020	6512
ATLANTIC CABLE	8072	1136
EXCEPT all that part platted into Atlantic Cable Subdivision and a portion of Lots 9, 28, 31 and 32, Block 20, Town of Rico, and that portion conveyed in Book 57 at page 325.		
AVALANCHE	10488	1682
AZTEC MILL SITE	10201	367B
BALD EAGLE	28874	10122
CALEDONIA	28874	10122
LITTLE JOHNNY	28874	10122
BED ROCK	28253	8030
BELL	28159	5911
BERTHA S.	12118	1955A
BIG BLUE	23558	7365
CROWN POINT	23558	7365
BARNUM	23558	7365
BIG STRIKE	23428	7601
DENVER	23428	7601
INDEPENDENT	23428	7601
BLACK CHIEF	10485	1649
BLACK CLOUD	24538	8098
PEWTER DOLLAR	24538	8098

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BLACK GORGE	14477	2485
[illegible] HAWK	12183	2060
BLACK NIGHT	26510	8135
BATTLE SILVER	36682	7458
BUCKEYE & MAC	24156	7894

described as: Beginning at Corner No. 1 of the Buckeye Lode, which corner is common with Corner No. 1 of the Mac Lode, whence the West Quarter Corner of Section 23, Township 40 North, Range 11 West, N.M.P.M., bears North 54°48' West 1784.2 feet; thence North 45° East 300.0 feet to Corner No. 2 of the Buckeye Lode; thence South 45° East 248.58 feet to the 1/6 Southeast Corner of the Buckeye Lode; thence South 45° West 300.0 feet to the Southwest Corner of the Buckeye Lode, which corner is common with the 1/6 Southeast Corner of the Mac Lode; thence South 45° West 300.0 feet to the 1/6 Southwest Corner of the Mac Lode; thence North 45° West 248.58 feet to Corner No. 4 of the Mac Lode; thence North 45° East 300.00 feet to Corner No. 1 of the Mac Lode, the point of beginning.

BUEHLER	1178832	20738
BULLION	23279	7599
BURCHARD	27326	8070
HARDSCRABBLE	27326	8070
LITTLE MAGGIE	27326	8070
C.H.C. (15/16 interest)	9213	1040
C.S.H.H.	19757	6286
C.V.G.	20386	6725
CASELTON	1179249	20740
C. H. R.	1179249	20740
SLIDE	1179249	20740
LITTLE JACK HORNER	1179249	20740
SLIDE TOP	1179249	20740
TIMBERLINE	1179249	20740
TOM THUMB	1179249	20740
CATALPA (1/2 interest)	8071	918
CATSKILL	21923	7062
CEREBUS	646888	19665
X-RAY	646888	19665
LITTLE CASPER	646888	19665
GOLIATH	646888	19665
CHESTNUT	6588	435
CLAN CAMPBELL	16318	1897
COBBLER	17663	5274
COLUMBIA MILLSITE	10202	365B

EXCEPT all that portion conveyed in Deed recorded in Book 57 at page 327.

CONFIDENCE	9722	1447
CONNECTING LINK	22442	7310
CONTACT	20780	6895
CONFIDENCE	20780	6895
CORNUCOPIA	32435	11667
CREBEC	18911	6130
CROSS	7927	940
D. AND B.B.	25142	8539
D.P.	14344	1980
DAYTON	23427	2540
DAYTON NO. 2	33881	11636
DUDE	22064	7049

WB
JRH

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DUDESS	22064	7049
DURANGO	9254	1441
EBY	24278	7066
ECLIPSE	23114	7289
EIGHTY-EIGHT (88)	[illegible]232	7348
EXCEPT all that part included in the tract known as Warren K. Patrick Tract lying within the Townsite of Rico.		
ELLA D.	19196	5659
ELLIOTT	9764	1536A
ELLIOTT MILLSITE	9764	1536B
ENTERPRISE	28422	5916
ETHELENA (245/256 interest)	18765	6136
EUREKA	11817	1880
EUREKA	28924	6285
EVENING CALL	29041	8029
EVENING STAR	26956	7565
CONTENTION NO. 2	26956	7565
EXCELSIOR	26905	8141
EXCELSIOR NO. 2	26905	8141
EXCELSIOR	9668	1451A
EXCELSIOR MILLSITE	9668	1451B
EXCHEQUER	17909	5132
PREMIER	17909	5132
BOURBON	17909	5132
FALCON	12270	2151
FLORENCE	9667	1452A
FLORENCE MILLSITE	9667	1452B
FRACTION	30807	11814
FRANKLIN	7366	564
GEM OF BEAUTY	9663	1164
GEN. O. O. HOWARD	16680	2478
GENERAL LOGAN	16416	2476
GENERAL SHERIDAN	14426	2479
GENERAL SHERMAN	16417	2477
GERTIE	950[illegible]	781
GIPSY	1447	2499
GOLDEN AGE	342[illegible]	5956
GOLDEN FLEECE	142	2261
GRAND VIEW	67	383
GROUP MILLSITE	290[illegible]	11583B
GULCH	12[illegible]	1513
H.B. (2/ interest)	22[illegible]	7013
E.R.G. (2/3 interest)	22[illegible]8	7013
H.C.P.	23635	7548
HALF LOAF	28486	8017
HIGHLAND CHIEF	28486	8017
LOWLAND CHIEF	28486	8017
LITTLE LULU	28486	8017
LITTLE GEORGE	28486	8017
SHEHOCTON	28486	8017
NANCY HANKS	28486	8017
LITTLE GEORGE EXTENSION	28486	8017
G.L.P.	28486	8017
HAL POINTER	28486	8017

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ONTA[illegible]	19246	5923
PASADENA	21176	6434
PAYMASTER	8253	997
PELICAN	6702	363
PERU	9664	1455
PHOENIX	6701	362
PIGEON	7541	665
PITTSBURGH	7928	941
PLUTO	21101	6985
PRINCETON (63/64 interest)	19530	2258
REDEEMER	30264	12304
RICHMOND	19395	6338
RICO	18415	1859
RIVERSIDE	8918	590

EXCEPT all that part platted into Block A and Block B, Piedmont Addition to the Town of Rico.

ROBBER STATE	10126	1464
ROGER TICHBORNE	23828	7784
ROYAL TIGER	9859	1190
S.M.G.	29831	7966
SAM PATCH	25545	8031
HOME	25545	8031
SANTA CLARA	7519	664
SANTA CRUZ	25864	6132
SELENIDE	36681	7459
SHAMROCK	20389	5832
SILVER AGE	40574	5831
SILVER BELT	27914	8020
ROYAL TURK	27914	8020
SILVER CACHE	11225	1655
SILVER GLANCE	29519	6201
SILVER GLANCE NO. 2	29519	6201
SILVER GLANCE NO. 4	28485	7976
SKEPTICAL NO. 1	14292	1900
SMUGGLER	18913	5912

EXCEPT all that portion described as Lots 10 to 24, inclusive, and Lots 26 to 28, inclusive, of Block 18; Lots 11 to 12, inclusive, and Lots 30 to 31, inclusive, of Block 19; Lots 21 to 22, inclusive, and a portion of Lots 28, 31 and 32 of Block 20, Town of Rico.

SNOW FLAKE	19248	6216
SNOWFLAKE	25700	5909
SONG BIRD	28294	6392
SOUTH PARK	23203	1563
STANLEY NO. 1	19393	6095
STANLEY NO. 3	19393	6095
STANLEY NO. 2	19393	6095
STAR	19756	6199
STAR ROUTE	19104	5970
STEPHANITE	37553	7980
STONY POINT	16727	1489
SUN UP	18912	5910
SWANSEA	6580	434
SYNDICATE	17739	2185 A
TELEGRAPH	7457	780
THOMPSON	29115	6394
TIP TOP	9424	1248

mDB
JRH

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	1111727	20568
DEVIDE	1111727	20568
BLACK HAWK EXTENSION	1111727	20568
TRIANGLE	1111575	20347
TRIANGLE	1178833	20739
UNCLE NED	7747	915
UNDINE	8132	1090
VESTAL	19531	6252
W. L. STEPHENS	22919	7017
WABASH	7492	617
WEDGE	1111574	20348
WEIMAR	20178	6513
WELLINGTON	14343	2212
WIDE AWAKE	19113	366
YANKY BOY	21107	6969
YELLOW JACKET	6703	364
ZONA K.	26370	8228
ZULU	9723	1457

mno
JRN

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Recorded at 11:10 o'clock A.M. Sept 1, 1988
Reception No. 127281 Book 231 Page 309-325
Earlene W... Colorado
E.W.

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this 26 day of August, 1988, by and between **ATLANTIC RICHFIELD COMPANY**, a Delaware corporation, with offices at 555 Seventeenth Street, Denver, Colorado 80202, **GRANTOR**, and RICO DEVELOPMENT CORPORATION, a Colorado corporation, P.O. Box 130 Rico, Colorado 81332, **GRANTEE**.

Grantor, in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby sells and conveys unto Grantee, the real property described in Schedule 1 (the "Property") situated in Dolores County, State of Colorado.

Grantor warrants title against all persons claiming under Grantor but not otherwise.

GRANTOR HAS MADE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CONDITION OR SUITABILITY OF ANY STRUCTURES, FIXTURES, MACHINERY, EQUIPMENT OR OTHER TANGIBLE PERSONAL PROPERTY CONVEYED HEREBY, AND GRANTEE IS ACQUIRING ALL SUCH PROPERTY WITHOUT WARRANTY OF ANY KIND, EXPRESSLY INCLUDING ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

ATLANTIC RICHFIELD COMPANY

LEGAL

By: _____
Vice President
ARCO Coal Company, a
Division of Atlantic
Richfield Company

Sept 1, 1988
80.00

PROPERTY DESCRIPTION

TITLE-046

ED_004657_00000117-00311

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STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 26 day of August, 1988, by [illegible], as the Vice President of ARCO Coal Company, a Division of Atlantic Richfield Company, a Delaware corporation.

Witness my hand and official seal.

Notary Public

Address: 555 17th St.
Denver, Co.

My commission expires: 1/27/90

LDM:smp

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Schedule 1

EXHIBIT A
Part 1

SEGREGATED LANDS

The following described patented fee lands located in Dolores County, State of Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 41 North, Range 10 West

Section 14: SW¼ NE¼
NW¼ SE¼
Section 35: SE¼ NW¼
E½ SW¼

Township 41 North, Range 9 West

Section 31: N½

Township 40 North, Range 10 West

Section 2: NE¼ NW¼
E½ SE¼

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to The Rico Argentine Mining Company, dated December 29, 1941, and recorded in the Real Property Records of Dolores County, Colorado on December 31, 1941 in Book 63 at Page 79.

The following described patented fee lands located in Dolores County, Colorado, together with all surface and mineral rights, which are more particularly described by reference to Township, Range and Section (all with reference to the New Mexico Principal Meridian), as follows:

Township 40 North, Range 10 West

Section 20: SW¼ SE¼
Section 29: N½ NE¼
NE¼ NW¼

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to Rico Argentine Mining Company, dated and recorded in the Real Property Records of Dolores County on October 27, 1944, in Book 63 at Page 103.

JRH

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Schedule 1

EXHIBIT A
Part 2

RICO TOWNSITE LANDS

Mineral and surface rights to the following described property, all located within the Rico Townsite, C[illegible], State of Colorado, as per the [illegible] documents of record in the Office of the Clerk and Recorder of Dolores County:

Block 1	Lots 3, 4 Lots 5, 6 Lots 17 through 20 Lots 21, 22 Lots 36 through 40
Block 2	Lots 9 through 12
Block 3	Lots 31 through 40
Block 4	Lots 4, 5 Lots 39, 40
Block 5	Lots 12, 13, 14
Block 6	Lots 31, 32 Lots 39, 40
Block 8	Lots 19, 20
Block 9	Lots 20 through 24
Block 10	Lots 17 through 26 Lots 29 through 40
Block 11	Lots 3, 4 Lots 11, 12 Lots 13 through 20 Lots 21 through 29 Lots 32 through 34
Block 12	Lots 23 through 26 Lots 31 through 36
Block 13	Lots 12 through 16 Lots 39, 40
Block 14	Lots 1 through 8 Lots 21 through 23 Lots 24 through 28 No. 20' of Lot 31 Lots 32 through 40

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Block 1[illegible]	Lots 33, 34
Block 16	Lots 1 throu[illegible] 4 Lots 36, 38
Block 17	Lots 1, 24, 25
Bloc[illegible]	Lots 14 th[illegible]gh [illegible]
Bloc[illegible] 19	Lots 1 through 3 Lots 6 through 9 Lots 11, 12 Lots 30 through 34 Lots 37 through 40
Block 20	[illegible]ot [illegible] Lots 21, 22 Lot 28 Lots 31 through 33 Lots 36 through 38
Block 23	Lots 16 through 20
Block 24	Lots 21 through 30 Lots 32 through 34
Block 25	Lots 1 through 4 Lots 7 through 20 Lots 35 through 40
Bloc[illegible]k 28	Lots 1 through 4, West 80' of Lots 5 through 20
Block 29	Lots 1 through 5
Block 30	Lots 3 through 6
Block 38	Lots 21 through 40
Block 39	Lots 1 through 20 Lots 28 through 40
Block A, Piedmont Addition, Town of Rico	[illegible]t 13 [illegible]t 38

Tracts B, [illegible] and D as described in United St[illegible] Patent for the Townsite of Rico recorded December 15, 1891 in Book 17 [illegible] page 394 in the office of the Clerk and Recorder. EXCEPT all that part of [illegible]act C conveyed in Book 57 at page 374

AND

A tract of land referred to as "Max Boehmer Tract" located within Townsite of Rico more particularly described as follows: Beginning at Corner No. 1, identical with Corner 31 of the Townsite of Rico, whence an Aspen tree blazed

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and marked B.T. Corner 31 T.R. bears North 43°58' East 45.6 feet distant; thence South 10° West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51°20' East 511 feet to Corner No. 3 on the West bank of Dolores River, general course, North 10°20' East, 629 3/10 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a Cottonwood tree 18" in diameter blazed and marked B.T. Corner No. 32 T.R. bears South 82°45' West 5 feet distant; thence South 51°20' West 516.7 feet to Corner No. 1, the place of beginning.

AND

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10° West 270 feet; thence North 80° West 400 feet; thence North 10° East 270 feet; thence South 80° East 400 feet to place of beginning.

AND

A tract of land referred to as "A.E. Arms Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico South 10° West 890 feet from Corner No. 31; thence South 10° West 240 feet to a point; thence South 80° East 724 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8°30' East 240.1 feet; thence North 80° West 717.8 feet to the place of beginning.

AND

A tract of land referred to as "F.G. Day Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at South 10° West 1130 feet from Corner No. 31; thence South 10° West 240 feet to a point; thence South 80° East 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8°30' East 240.1 feet to a point; thence North 80° West 724 feet to the place of beginning.

AND

A tract of land located within Townsite of Rico bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A.E. Arms Tract on the South and the West boundary Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West more particularly described as follows:

Beginning at a point on the West Boundary of Second Amended Survey Rico Townsite, which is also the Northwest Corner of Tract deeded to A.E. Arms March 13, 1902; thence North 10° East 265 feet to a point on West line Second Amended Survey Rico Townsite which is also the Southwest Corner of Tract deeded to Max Boehmer October 10, 1892; thence North 51°20' East 511 feet to a point which is also the Southeast Corner Max Boehmer tract; thence North 10°20' East 629.3 feet to a point which is also Corner No. 32 Amended Survey Rico Townsite; thence North 18°40' West 178.3 feet to a point on line 32-33 Second Amended Survey Rico Townsite which is also on the South

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boundary of inkfield Tract (west of the Dolores River); thence South 80° East 399.5 fe to a point which is also the Northwest corner of Tract deeded to Pasadena l duction Company, July 15, 1884; thence South 40°04' West 401.7 feet to a poi which is also the West corner of Pasadena Reduction Company Tract; thenc South 24°30' East 350 feet to a point which is also the Southwest Co ner Pasadena Reduction Co. tract; thence South 5°18' West 801 feet to a poi t which is also the Northeast Corner A.E. Arms Tract; thence North 80° W t 717.8 feet to the place of beginning. Also described as "Pasadena Mi Property" and "North A.E. Arms Tract".

AND

A tract of land located in Southwest corner of Townsite of Rico bounded by F.G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10° West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F.G. Day et al as recorded in Book 33, page 10 of the records of the office of the County Clerk and Recorder of Dolores County, Colorado; thence South 10° West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80° East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10° East 318.4 feet; thence North 80° West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80°50' East 225 feet distant and Corner No. 21 of Rico Townsite bears North 68°20' East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20°57' East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68°20' West 59.54 feet distant; thence North 68°20' West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68°20' East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N.&M. Mining Claim and Corner No. 28 of Rico Townsite bears South 2°10' West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39°58' West 716.22 feet distant; thence South 2°10' West 99.50 feet to Corner No. 2 of N.&M. Mining claim and Corner No. 28 of Rico Townsite; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Townsite; thence North 80° West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East side line of Rico Graveyard; thence North 10° East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80° West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0°36' West 275.02 feet distant; thence North 10° East 301.53 feet to Corner No. 1, the place of beginning.

AND

A tract of land referred to as "Warner K. Patrick Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears

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boundary of Wink ld Tract (west of the Dolores River); thence South 80° East 399.5 feet to point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company, July 15, 1884; thence South 40°04' West 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence Sout 24°30' East 350 feet to point which is also the Southwest Corner Pasadena Reduction Co. tract, thence South 5°18' West 801 feet to a point which is also the Northeast Corner A.E. Arms Tract; thence North 80° West 717.8 feet to the place of beginning. Also described as "Pasadena Mill Property" and "North A.E. Arms Tract".

AND

A tract of land located in Southwest corner of Townsite of Rico bounded by F.G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10° West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F.G. Day et al as recorded in Book 33, page 10 of the records of the office of the County Clerk and Recorder of Dolores County, Colorado; thence South 10° West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80° East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10° East 318.4 feet; thence North 80° West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80°50' East 225 feet distant and Corner No. 21 of Rico Townsite bears North 68°20' East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20°57' East 341.37 feet dist it and Corner No. 3 of Little Ada Claim bears South 68°20' West 59.54 f distant; thence North 68°20' West 608.56 feet along the southerly side li f the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68' East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N.&M Mining Claim and Corner No. 28 of Rico Townsite bears South 2°10' W 99.50 feet distant and Northeast Corner of Rico Graveyard bears Sou 39°58' West 716.22 feet distant; thence South 2°10' West 99.50 feet to C er No. 2 of N.&M. Mining claim and Corner No. 28 of Rico Townsite; thenc 33.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Townsite; t ence North 80° West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East side line of Rico Graveyard; thence North 10° East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard, thence North 80° West 160 feet to Corner No. 6 identical wit Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0°36' West 275.02 feet distant; thence North 10° East 301.53 feet to Corner No. 1, the place of beginning.

AND

A tract of land referred to as "Warner K. Patrick Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears

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North 10° East 151.4 feet; thence South 10° West 374.3 feet along said line 1-2 to a point; thence South 63°16' West 404.1 feet to Corner No. 1 of Eighty-eight (88) lode; thence North 10° East 374.3 feet to Corner No. 6 of Eighty-eight (88) lode; thence North 63°16' East 404.1 feet to place of beginning.

AND

A tract of land referred to as "Group Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10° West 676 feet to the Southeast Corner which is also Corner No. 17 of Rico Townsite; thence West 1021.8 feet to the Southwest Corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1°52' West 1052.6 feet to Northeast Corner of J.M. Acker or Winkfield claim; thence North 4°3' West 100 feet to the Northwest Corner, a post; thence North 87°54' East 153.8 feet to a post in the center of River Street; thence South 2°6' East 350 feet along the center line of River Street to a post; thence South 87°54' West 30 feet to a post on the west line of River Street; thence South 2°6' East 600 feet along the West line of River Street to a post; thence North 87°54' East 476 feet to the Southeast Corner of Block 38; thence North 2°6' West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 87°54' East 116 feet to the Southeast Corner of Block 10: thence North 2°6' West 54 feet to a post; thence South 68°42' East 486.1 feet to the place of beginning.

AND

A tract of land referred to as "Roys Tract" located within Townsite of Rico more particularly described as follow: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 33°31'46" East 213.8 feet and Northeast Corner of Tremble Tract is North 81°11' West 18.4 feet; thence North 1°52' West 918.7 feet to Northeast Corner (var. 12°42' East); thence South 88°8' West 628.6 feet to Northwest Corner (var. 13°55' East); thence South 1°52' East 222.5 feet to West angle corner (var. 13°15' East); thence South 27°39' East 705.8 feet to Southwest Corner; thence South 81°11' East 327.3 feet to Southeast Corner, the place of beginning.

AND

A tract of land referred to as "Tremble Tract" located within Townsite of Rico more particularly described as follows: Beginning at Southeast Corner of Block 27 (var. 13°45' East), whence Northeast Corner of same is North 1°55' West; thence South 37°50'37" West 222.2 feet to Northeast Corner of tract being conveyed; thence South 4°3' East 688 feet to Southeast Corner; thence North 81°11' West 253 feet to Southwest Corner; thence North 4°3' West 688 feet to Northwest Corner; thence South 81°11' East 253 feet to Northeast Corner, the place of beginning.

AND

A tract of land referred to as "Winkfield Tract East of River" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5°49' East 866 feet; thence North 88°11' West 253 feet to Corner No. 2; thence North 27°17' West 481 feet to Corner No. 3; thence South 22°12' East 462.1 feet to Corner No. 4; thence South 5° East 200 feet to Corner No. 5; thence

South 9°10' West 451 feet to Corner No. 6; thence South 80° East 652 feet to Corne No. 7; thence North 1°52' West 600 feet to Corner No. 1, the place of begin ng, all lying East of the Dolores River.

AND

A tra of land located within Townsite of Rico bounded as follows: On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande South rn Railroad as constructed; on the East by Mantz Avenue and Lots 1 to 14, inclusive, of Block 28; on the South by a parcel of land known as Roys Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed, EXCEPT all that portion conveyed in Deed recorded in Book 157 at page 351. Also described as R.G.S. North Tract. Tract A is included in this description.

AND

A tract of land located within Townsite of Rico bounded as follows: On the North by a tract of land known as Roys Tract; on the East by a tract of land known as Tremble Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also described as R.G.S. Tract South.

AND

A tract of land located within Townsite of Rico described as follows: A strip of land 50 feet wide on each side of center of wye of Rio Grande Southern Railroad as constructed and all land between the legs of said wye as constructed and extended through that part of Winkfield Tract West of a line 100 feet West of and parallel to the main tract of the Rio Grande Southern Railroad as constructed.

AND

The abandoned Rio Grande Southern Railroad right-of-way extending through the Townsite of Rico.

AND

A tract of land in Commercial Street East of Block 14, Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at the Northeast Corner of Lot 1, Block 14, Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M.; thence North 87°53'26" East a distance of 25.00 feet; thence South 02°06'34" East a distance of 110.00 feet; thence South 87°53'26" West a distance of 25.00 feet to the line of Block 14; thence North 02°06'34" West a distance of 110.00 feet along the East line of Block 14 to the point of beginning.

AND

A tract of land at the East End of Mantz Avenue in Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at a point on the

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South line of Block 29, Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M., from which point the USLM#1 bears North 13°56'45" East a distance of 959.95 feet; thence South 87°53'26" West a distance of 182.60 feet along the South line of said Block 29; thence South 02° 6'34" East a distance of 80.[illegible] feet to the Northwest corner of Block 31; thence North 87°53'26" East a distance of 175.44 feet along the South line of Maintz Avenue; thence North 15°00'00" East a distance of 81.82 feet to the point of beginning.

AND

A tract of land in Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows: Beginning at the Northeast Corner of Block 28, Rico Townsite, also being within the NW¼ of Section 36, Township 40 North, Range 11 West, N.M.P.M.; thence North 02°06'34" West a distance of 80.00 feet to the Southeast Corner of Block 12; thence South 87°53'26" West a distance of 100.00 feet to the Southwest Corner of Lot 20, Block 12; thence South 02°06'34" East a distance of 80.00 feet to the Northwest Corner of Lot 1, Block 28; thence North 87°53'26" East a distance of 100.00 feet to the point of beginning.

Parcels 1, 2, 4 through 7, 10 through 12, 14 through 17, 20, 21, and 25 through 42 of the Atlantic Cable Subdivision.

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Schedule 1

EXHIBIT A
Part 3
PATENTED MINING CLAIMS

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	PATENT NUMBER	MINERAL SURVEY NUMBER
A.B.G.	20385	6726
AETNA	11399	1956
AETNA	21734	6796
IMP	21734	6796
SAW TOOTH	21734	6796
UTE	21734	6796
ALLEGHANY	9588	1255
ALTA	19105	6191
APEX	29042	11583A
ARGENTINE	37834	15233
JAMES G. BLAINE	37834	15233
CASHIER	37834	15233
WORLDS FAIR	37834	15233
HUMBOLDT	37834	15233
ASPEN	26020	6512
LAST CHANCE	26020	6512
ATLANTIC CABLE	8072	1136
EXCEPT all that part platted into Atlantic Cable Subdivision and a portion of Lots 9, 28, 31 and 32, Block 20, Town of Rico, and that portion conveyed in Book 57 at page 325.		
AVALANCHE	10488	1682
AZTEC MILL SITE	10201	367B
BALD EAGLE	28874	10122
CALEDONIA	28874	10122
LITTLE JOHNNY	28874	10122
BED ROCK	28253	8030
BELL	28159	5911
BERTHA S.	12118	1955A
BIG BLUE	23558	7365
CROWN POINT	23558	7365
BARNUM	23558	7365
BIG STRIKE	23428	7601
DENVER	23428	7601
INDEPENDENT	23428	7601
BLACK CHIEF	10485	1649
BLACK CLOUD	24538	8098
PEWTER DOLLAR	24538	8098

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BLACK GORGE	14477	2485
[illegible] HAWK	12183	2060
BLACK NIGHT	26510	8135
BATTLE SILVER	36682	7458
BUCKEYE & MAC	24156	7894

described as: Beginning at Corner No. 1 of the Buckeye Lode, which corner is common with Corner No. 1 of the Mac Lode, whence the West Quarter Corner of Section 23, Township 40 North, Range 11 West, N.M.P.M., bears North 54°48' West 1784.2 feet; thence North 45° East 300.0 feet to Corner No. 2 of the Buckeye Lode; thence South 45° East 248.58 feet to the 1/6 Southeast Corner of the Buckeye Lode; thence South 45° West 300.0 feet to the Southwest Corner of the Buckeye Lode, which corner is common with the 1/6 Southeast Corner of the Mac Lode; thence South 45° West 300.0 feet to the 1/6 Southwest Corner of the Mac Lode; thence North 45° West 248.58 feet to Corner No. 4 of the Mac Lode; thence North 45° East 300.00 feet to Corner No. 1 of the Mac Lode, the point of beginning.

BUEHLER	1178832	20738
BULLION	23279	7599
BURCHARD	27326	8070
HARDSCRABBLE	27326	8070
LITTLE MAGGIE	27326	8070
C.H.C. (15/16 interest)	9213	1040
C.S.H.H.	19757	6286
C.V.G.	20386	6725
CASELTON	1179249	20740
C. H. R.	1179249	20740
SLIDE	1179249	20740
LITTLE JACK HORNER	1179249	20740
SLIDE TOP	1179249	20740
TIMBERLINE	1179249	20740
TOM THUMB	1179249	20740
CATALPA (1/2 interest)	8071	918
CATSKILL	21923	7062
CEREBUS	646888	19665
X-RAY	646888	19665
LITTLE CASPER	646888	19665
GOLIATH	646888	19665
CHESTNUT	6588	435
CLAN CAMPBELL	16318	1897
COBBLER	17663	5274
COLUMBIA MILLSITE	10202	365B

EXCEPT all that portion conveyed in Deed recorded in Book 57 at page 327.

CONFIDENCE	9722	1447
CONNECTING LINK	22442	7310
CONTACT	20780	6895
CONFIDENCE	20780	6895
CORNUCOPIA	32435	11667
CREBEC	18911	6130
CROSS	7927	940
D. AND B.B.	25142	8539
D.P.	14344	1980
DAYTON	23427	2540
DAYTON NO. 2	33881	11636
DUDE	22064	7049

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DUDESS	22064	7049
DURANGO	9254	1441
EBY	24278	7066
ECLIPSE	23114	7289
EIGHTY-EIGHT (88)	[illegible]232	7348
EXCEPT all that part included in the tract known as Warren K. Patrick Tract lying within the Townsite of Rico.		
ELLA D.	19196	5659
ELLIOTT	9764	1536A
ELLIOTT MILLSITE	9764	1536B
ENTERPRISE	28422	5916
ETHELENA (245/256 interest)	18765	6136
EUREKA	11817	1880
EUREKA	28924	6285
EVENING CALL	29041	8029
EVENING STAR	26956	7565
CONTENTION NO. 2	26956	7565
EXCELSIOR	26905	8141
EXCELSIOR NO. 2	26905	8141
EXCELSIOR	9668	1451A
EXCELSIOR MILLSITE	9668	1451B
EXCHEQUER	17909	5132
PREMIER	17909	5132
BOURBON	17909	5132
FALCON	12270	2151
FLORENCE	9667	1452A
FLORENCE MILLSITE	9667	1452B
FRACTION	30807	11814
FRANKLIN	7366	564
GEM OF BEAUTY	9663	1164
GEN. O. O. HOWARD	16680	2478
GENERAL LOGAN	16416	2476
GENERAL SHERIDAN	14426	2479
GENERAL SHERMAN	16417	2477
GERTIE	950[illegible]	781
GIPSY	1447	2499
GOLDEN AGE	342[illegible]	5956
GOLDEN FLEECE	142	2261
GRAND VIEW	67	383
GROUP MILLSITE	290[illegible]	11583B
GULCH	12[illegible]	1513
H.B. (2/ interest)	22[illegible]	7013
E.R.G. (2/3 interest)	22[illegible]8	7013
H.C.P.	23635	7548
HALF LOAF	28486	8017
HIGHLAND CHIEF	28486	8017
LOWLAND CHIEF	28486	8017
LITTLE LULU	28486	8017
LITTLE GEORGE	28486	8017
SHEHOCTON	28486	8017
NANCY HANKS	28486	8017
LITTLE GEORGE EXTENSION	28486	8017
G.L.P.	28486	8017
HAL POINTER	28486	8017

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ONTA[illegible]	19246	5923
PASADENA	21176	6434
PAYMASTER	8253	997
PELICAN	6702	363
PERU	9664	1455
PHOENIX	6701	362
PIGEON	7541	665
PITTSBURGH	7928	941
PLUTO	21101	6985
PRINCETON (63/64 interest)	19530	2258
REDEEMER	30264	12304
RICHMOND	19395	6338
RICO	18415	1859
RIVERSIDE	8918	590

EXCEPT all that part platted into Block A and Block B, Piedmont Addition to the Town of Rico.

ROBBER STATE	10126	1464
ROGER TICHBORNE	23828	7784
ROYAL TIGER	9859	1190
S.M.G.	29831	7966
SAM PATCH	25545	8031
HOME	25545	8031
SANTA CLARA	7519	664
SANTA CRUZ	25864	6132
SELENIDE	36681	7459
SHAMROCK	20389	5832
SILVER AGE	40574	5831
SILVER BELT	27914	8020
ROYAL TURK	27914	8020
SILVER CACHE	11225	1655
SILVER GLANCE	29519	6201
SILVER GLANCE NO. 2	29519	6201
SILVER GLANCE NO. 4	28485	7976
SKEPTICAL NO. 1	14292	1900
SMUGGLER	18913	5912

EXCEPT all that portion described as Lots 10 to 24, inclusive, and Lots 26 to 28, inclusive, of Block 18; Lots 11 to 12, inclusive, and Lots 30 to 31, inclusive, of Block 19; Lots 21 to 22, inclusive, and a portion of Lots 28, 31 and 32 of Block 20, Town of Rico.

SNOW FLAKE	19248	6216
SNOWFLAKE	25700	5909
SONG BIRD	28294	6392
SOUTH PARK	23203	1563
STANLEY NO. 1	19393	6095
STANLEY NO. 3	19393	6095
STANLEY NO. 2	19393	6095
STAR	19756	6199
STAR ROUTE	19104	5970
STEPHANITE	37553	7980
STONY POINT	16727	1489
SUN UP	18912	5910
SWANSEA	6580	434
SYNDICATE	17739	2185 A
TELEGRAPH	7457	780
THOMPSON	29115	6394
TIP TOP	9424	1248

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	1111727	20568
DEVIDE	1111727	20568
BLACK HAWK EXTENSION	1111727	20568
TRIANGLE	1111575	20347
TRIANGLE	1178833	20739
UNCLE NED	7747	915
UNDINE	8132	1090
VESTAL	19531	6252
W. L. STEPHENS	22919	7017
WABASH	7492	617
WEDGE	1111574	20348
WEIMAR	20178	6513
WELLINGTON	14343	2212
WIDE AWAKE	19113	366
YANKY BOY	21107	6969
YELLOW JACKET	6703	364
ZONA K.	26370	8228
ZULU	9723	1457

mno
JRN

INDEXED

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That **ATLANTIC RICHFIELD COMPANY ("ARCO")**, a corporation duly organized under the laws of the State of Delaware, acting through its division ARCO Coal Company, does hereby make, constitute and appoint **JOHN R. HARDIN** of Denver, Colorado, its true and lawful attorney for it and in its name and behalf to execute any contract, agreement, release, assignment, or other instrument, in the name of and on behalf of **ARCO**, which he may deem necessary or proper in connection with the consummation of the sale by **ARCO** to Rico Development Corporation of ARCO's interest in certain real and personal property located in Dolores County, Colorado pursuant to the "Purchase and Sale Agreement" of May 9, 1988 between ARCO and Rico Development Corporation. The said **JOHN R. HARDIN** as Attorney in Fact is empowered to execute, acknowledge and deliver any such instruments or documents as fully as if special authority has been granted in each particular case by the Board of Directors of ARCO. This Power of Attorney automatically shall terminate and become null and void upon the expiration of one (1) year from the date hereof.

Recorded at 11:05 o'clock A.M. Sept 1, 1988
Reception No. 127280 Book 238 Page 308
Earlene White Recorder, Dolores Co., Colorado

EXECUTED this 26 day of August, 1988.

ATLANTIC RICHFIELD COMPANY,
Acting Through its Division
ARCO COAL COMPANY

ATTEST:

Assistant Secretary

By:

Vice President

STATE OF COLORADO)
) ss
CITY & COUNTY OF DENVER)

On this 26 day of August, in the year 1988, before me, the undersigned authority, personally appeared , known to me to be a Vice President of the corporation that executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission Expires:
1/27/90

Notary Public
Denver, Colorado

LDM:smp.1

TITLE-047

Form FHA 442-20
(3-4-68)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

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RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to Rico Argentine Mining Company, a Division of Crystal Exploration and Production Company, and

hereinafter referred to as GRANTOR, by the County of Dolores, Colorado hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove

a roadway

over, across, and through the land of the GRANTOR situate in Dolores County, State of Colorado, said land being described as follows:

Within Section 30, T.40N., R.10W., N.M.P.M., Dolores County, Colorado

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be ~~60~~ 30 feet in width, the center line of which is described as follows:

Beginning at a point in Sec. 30, T.40N., R.10W., N.M.P.M., from which point U.S.L.M. #1 bears S.68°02'47"W. a distance of 6006.68 ft.; thence, N.60°29'31"W. a distance of 115.41 ft.; thence, S.75°43'31"W. a distance of 84.00 ft.; thence, S.60°32'26"W. a distance of 129.82 ft.; thence, S.89°40'06"W. a distance of 36.50 ft. to the end of an existing County Road, from which point U.S.L.M. #1 bears S.67°03'35"W. a distance of 5689.73 ft.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 8th day of February 19 78.

Recorded at 1:50 o'clock P M Sept 3, 1992
Reception No. 131842 Book 256 Page 13
Darlene White Recorder, Dolores Co. Colorado

Orval Jahnke (SEAL)
Orval Jahnke, Agent for Rico Argentine Mining Company, a Division of Crystal Exploration and Production Comapny (SEAL)

GPO 819-797

FHA 442-20 (3-4-68)

TITLE-048

ED_004657_00000117-00328

Recorded at 4:20 o'clock P.M. Oct 7, 1994
Reception No. 134310 Book 244 Page 25
Lorlene White Recorder, Dolores Co. Colorado
By deputy

SPECIAL ADMINISTRATOR'S BARGAIN & SALE DEED

THIS DEED is made by CLIFFORD C. FOSSUM, as Special Administrator of the Estate of Albert C. Stampfel, deceased, Grantor, to RICHARD McCLELLAN, whose legal address is ~~406 No. Market, Cortez~~, of the County of Montezuma, and State of Colorado.
PO Box 261 Pleasant View Co 81331

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated February 8, 1968, which Will was duly admitted to informal probate on January 29, 1979, by the District Court in and for the County of Dolores, State of Colorado, Probate No. 667;

WHEREAS, Grantor was duly appointed Special Administrator of said Estate on November 12, 1987, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantee, his heirs, successors and assigns, for TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, the following described real property situate in the County of Dolores, State of Colorado, to-wit:

All Grantor's interest in Hounduras Mining Claim #7834; and all Grantor's interest in Mineral Tract No. 20533 Mt. Pleasant.

TO HAVE AND TO HOLD the same, together with all and singular appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, either in law or equity, to the proper use, benefit and behoof of the Grantee, its heirs, and assigns forever. This Deed conforms with CRS 38-30-115, as amended, without covenants of warranty, but passes after acquired title.

As used herein, the singular includes the plural and the plural the singular.

UNDER ORDER OF THE DISTRICT COURT DATED OCTOBER 3, 1994

EXECUTED Oct 4, 1994.

Clifford C. Fossum Special Adm.
Special Administrator of the Estate of Albert C. Stampfel, Deceased.

STATE OF COLORADO)
) ss
County of Montezuma)

The foregoing instrument was acknowledged before me this 4th day of October, 1994, by Clifford C. Fossum, Special Administrator of the Estate of Albert C. Stampfel, Deceased.

Witness my hand and official seal.

My commission expires: May 16, 1995

Marjorie G. Heffernan
Notary Public

STATE DOCUMENTARY FEE
Date Oct 7, 1994
$ 50 Cents

TITLE-049

Recorded at 3:00 o'clock P M. Nov 29, 1994 Recorder. $ 266
Mid Duty P 445-451

WARRANTY DEED

THIS DEED, Made as of the 14TH day of NOVEMBER, 1994, between RICO DEVELOPMENT CORPORATION, A COLORADO CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of COLORADO, grantor, and RICO PROPERTIES LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY whose legal address is P.O. BOX 220 RICO, CO 81332 of the County of DOLORES and State of COLORADO, grantee:

doc fee = exempt

WITNESSETH, That the grantor for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of DOLORES and State of Colorado described as follows:

THAT PROPERTY DESCRIBED ON EXHIBIT WD-WEB-1, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

as known by street and number as: RICO LOTS

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for itself, and its successors, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except THOSE OF RECORD

The grantor shall and will WARRANTY AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest:

RICO DEVELOPMENT CORPORATION, A COLORADO CORPORATION

By Wayne E. Webster
WAYNE E. WEBSTER, PRESIDENT

State of [illegible]
County of [illegible] ss

The foregoing instrument was acknowledged before me this 9th day of NOVEMBER, 1994, by WAYNE E. WEBSTER AS PRESIDENT OF RICO DEVELOPMENT CORPORATION, A COLORADO CORPORATION

My commission expires [illegible] Witness my hand and official seal.

[illegible] Notary Public

Telluride Mountain Title Company - File No. 94100045
No. 408 WARRANTY DEED (Corporation)

TITLE-050

EXHIBIT WO[illegible]

[illegible]

[illegible]

ORDER NO: 94100045

The following described property, all located within the [illegible] Townsite, County of Dolores, State of Colorado, [illegible] by the plat and other documents of record on the [illegible] of the Clerk and Recorder of Dolores County:

Block 1	Lots 17, 18, 19, and 20
Block 2	Lots 9, 10, 11 and 12
Block 4	Lots 39 and 40
Block 8	Lots 19, 20, 21, 22 and 23
Block 10	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, [illegible] 40
Block 11	Part of Lots 2, 3 and 4 Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 Part of Lots 32, 33 and 34
Block 12	Lots 23, 24, 25 and 26
Block 13	Lots 12, 13, 14, 15 and 16
Block 14	Lots 21, 22, 23, 24, 2[illegible] 26, 27, 28, Lots 36, 37, 38, 39 and 40
Block 15	Lots 33 and 34
Block 25	Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14 13, 16, 17, 18, 19, 20, 35, 36, 37, 38 39 and 40
Block 28	Lots 3, 4 and the West 80' of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20
Block 30	Lots 3, 4, 5 and 6
Block 38	Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40

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SCHEDULE A
PROPERTY DESCRIPTION CONTINUED

ORDER NO. 94100843

PROPERTY DESCRIPTION CONTINUED
Block 39 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12
14, 15, 16, 17, 18, 19, 29, 30, 29,
30, 31, 32, 33, 34, 35, 36, 37, 38, 39
and 40

AND

Parcels 1 and 2, original ATLANTIC CREEK SUBDIVISION, according to the plat recorded in the office of the Clerk and Recorder in Book 238 at page 319,

AND

Tracts B, C and D as described in United States Patent for the Townsite of Rico, recorded December 18, 1891 in Book 17 at page 394 in the office of the Clerk and Recorder, EXCEPT all that part of Tract C Conveyed in Book 87 at page 374.

AND

A tract of land referred to as "Max Boehmer Tract" located within Townsite of Rico, more particularly described as follows: Beginning at Corner No. 1, identical with Corner 31 of the Townsite of Rico, whence an Aspen tree blazed and marked B.T. Corner 31 T.R. bears North 43 degrees 50 minutes East 45.6 feet distant; thence South 10 degrees West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51 degrees 20 minutes East 511 feet to Corner No. 3 on the West bank of Dolores River, general course, North 10 degrees 20 minutes East, 629 3/10 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a Cottonwood tree 18" in diameter blazed and marked B.T. Corner No. 32 T.R. bears South 82 degrees 45 minutes West 5 feet distant; thence South 51 degrees 20 minutes West 516.7 feet to Corner No. 1, the place of beginning,

AND

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10 degrees West 270 feet; thence North 80 degrees West 400 feet; thence North 10 degrees East 270 feet; thence South 80 degrees East 400 feet to place of beginning,

AND

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SCHEDULE A

PROPERTY DESCRIPTION CONTINUED

ORDER NO. 94100045

A tract of land located within Townsite of Rico bounded by the Winfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A.E. Arms Tract on the South and the West boundary Second Amended Survey of Rico Townsite and the Dolores River on the West more particularly described as follows:
Beginning at a point on the West Boundary of Second Amended Survey Rico Townsite, which is also the Northwest Corner of Tract deeded to A.E. Arms March 13, 1892; thence North 10 degrees East 265 feet to a point on West line Second Amended Survey Rico Townsite which is also the Southwest Corner of Tract deeded to Max Boehmer October 10, 1892; thence North 81 degrees 20 minutes East 511 feet to a point which is also the Northwest Corner Max Boehmer tract; thence North 18 degrees 20 minutes East 629.3 feet to a point which is also Corner No. 31 Second Amended Survey Rico Townsite; thence North 18 degrees 48 minutes West 178.3 feet to a point on line 32-33 Second Amended Survey Rico Townsite which is also on the South boundary of Winfield Tract (west of the Dolores River); thence South 89 degrees West 192.5 feet to a point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company, July 15, 1884; thence South 40 degrees 04 minutes West 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence South 24 degrees 30 minutes East 350 feet to a point which is also the Southwest Corner Pasadena Reduction Co. tract; thence South 5 degrees 18 minutes West 807 feet to a point which is also the Northeast Corner A.E. Arms Tract; thence North 80 degrees West 717.8 feet to the place of beginning. Also described as "Pasadena Mill Property" and "North A.E. Arms Tract"

AND

A tract of land located in Southwest corner of Townsite of Rico bounded by F.G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad ri[illegible]-of-way more particularly described as follows:
Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 10 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80 degrees East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

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AND

A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 60 degrees 50 minutes East 336 feet distant and Corner No. 21 of Rico Townsite bears North 68 degrees 20 minutes East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20 degrees 57 minutes East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68 degrees 20 minutes West 59.54 feet distant; thence North 68 degrees 20 minutes West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68 degrees 20 minutes East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N. & M. Mining Claim and Corner No. 28 of Rico Townsite bears South 2 degrees 10 minutes West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39 degrees 58 minutes West 716.22 feet distant; thence South 2 degrees 10 minutes West 99.50 feet to Corner No. 2 of the N. & M. Mining claim and Corner No. 28 of Rico Townsite; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Townsite; thence North 80 degrees West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East Side line of Rico Graveyard; thence North 10 degrees East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80 degrees West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0 degrees 36 minutes West 275.02 feet distant; thence North 10 degrees East 301.53 feet to Corner No. 1, the place of beginning.

AND

A tract of land referred to as "Warner K. Patrick Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears North 10 degrees East 151.4 feet; thence South 10 degrees West 374.3 feet along said line 1-2 to a point; thence South 63 degrees 16 minutes West 404.1 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 10 degrees East 374.3 feet to Corner No. 6 of Eighty-Eight (88) Lode; thence North 63 degrees 16 minutes East 404.1 feet to place of beginning. EXCEPT that portion conveyed in Book 253 at page 1.

AND

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SCHEDULE A

PROPERTY DESCRIPTION CONTINUED

ORDER NO. 94100045

A tract of land referred to as "Group Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10 degrees West 574 feet to the Southeast corner which is also Corner No. 17 of Rico Townsite; thence West 1021.8 feet to the Southwest corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1 degrees 52 minutes West 1052.6 feet to Northeast Corner of J.M. Baker or Winkfield Claim; thence North 4 degrees 1 minutes West 100 feet to the Northwest corner, a post, thence North 87 degrees 54 minutes East 153.8 feet to a post in the center of River Street; thence South 2 degrees 6 minutes East 180 feet along the center line of River Street to a post; thence South 87 degrees 54 minutes West 30 feet to a post on the west line of River Street; thence South 2 degrees 6 minutes East 600 feet along the West line of River Street to a post; thence North 87 degrees 54 minutes East 476 feet to the Southeast Corner of Block 18; thence North 2 degrees 6 minutes West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 87 degrees 54 minutes East 116 feet to the Southeast Corner of Block 10; thence North 2 degrees 6 minutes West 54 feet to a post; thence South 69 degrees 42 minutes East 486.1 feet to the place of beginning.

AND

A tract of land referred to as "Roys Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 33 degrees 31 minutes 5 seconds East 213.8 feet and Northeast Corner of Tremble Tract is North 81 degrees 11 minutes West 18.4 feet; thence North 1 degrees 52 minutes West 918.7 feet to Northeast Corner (var. 12 degrees 42 minutes East); thence South 88 degrees 8 minutes West 628.6 feet to Northwest Corner (var. 13 degrees 55 minutes East); thence South 1 degrees 52 minutes East 222.5 feet to West angle corner (var. 13 degrees 15 minutes East); thence South 27 degrees 39 minutes East 705.8 feet to Southwest Corner; thence South 81 degrees 11 minutes East 327.3 feet to Southeast Corner, the place of beginning.

AND

END

the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed, EXCEPT all that portion conveyed in Deed recorded in Book 197 at page 351. Also described as R.G.S. North Tract. Tract A is included in this description.

AND

A tract of land located within Townsite of Rico bounded as follows:
On the North by a tract of land known as Roys Tract; on the East by a tract of land known as Tremble Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also described as R.G.S. Tract South.

AND

A tract of land located within Townsite of Rico described as follows:
A strip of land 50 feet wide on each side of center of wye of Rio Grande Southern Railroad as constructed and all land between the legs of said wye as constructed and extended through that part of Winkfield Tract West of a line 100 feet West of and parallel to the main tract of the Rio Grande Southern Railroad as constructed.

AND

The abandoned Rio Grande Southern Railroad Right-of-way extending through the Townsite of Rico.

AND

SCHEDULE A

PROPERTY DESCRIPTION

ORDER NO: 94100045

Pasadena Reduction Company Tract, as described in documents recorded in Book 66 at page 109, Book 57 at page 333, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

Little Ada Tract North, as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

Little Ada Tract South, as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

A tract of land referred to as "F.G. Day Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at South 10 degrees West 1130 feet from Corner No. 31; thence South 10 degrees West 240 feet to a point; thence South 80 degrees East 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8 degrees 30 minutes East 240.1 feet to a point; thence North 80 degrees West 724 feet to the place of beginning.

AND

A tract of land referred to as "Tremble Tract" located within Townsite of Rico more particularly described as follows: Beginning at Southeast Corner of Block 27 (var. 13 degrees 45 minutes East), whence Northeast Corner of same is North 1 degree 55 minutes West; thence South 37 degrees 50 minutes 37 seconds West 222.2 feet to Northeast Corner of tract being conveyed; thence South 4 degrees 3 minutes East 688 feet to Southeast Corner; thence North 81 degrees 11 minutes West 253 feet to Southwest Corner; thence North 4 degrees 3 minutes West 688 feet to Northwest Corner; thence South 81 degrees 11 minutes East 253 feet to Northeast Corner, the place of beginning.

AND

A tract of land referred to as "Winkfield Tract East of River" located within Townsite of Rico more particularly described as

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SCHEDULE A
PROPERTY DESCRIPTION CONTINUED

ORDER NO. 94100045

PROPERTY DESCRIPTION CONTINUED
follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5 degrees 49 minutes East 866 feet; thence North 88 degrees 11 minutes West 253 feet to Corner No. 2; thence North 27 degrees 17 minutes West 481 feet to Corner No. 3; thence South 22 degrees 12 minutes East 462.1 feet to Corner No. 4; thence South 5 degrees East 200 feet to Corner No. 5; thence South 49 degrees 10 minutes West 451 feet to Corner No. 6; thence South 80 degrees East 652 feet to Corner No. 7; thence North 1 degree 52 minutes West 600 feet to Corner No. 1, the place of beginning, all lying East of the Dolores River.

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND COUNTY RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	PATENT NO.	MINERAL SURVEY NO.
BED ROCK	28253	8030
CHESTNUT	6588	435
COLUMBIA MILLSITE	10202	365B
ELLIOTT MILLSITE	9764	1536B
EVENING CALL	29041	8029
FRANKLIN	7366	564
GOLDEN FLEECE	14294	2261
HILLSIDE	23559	7994
HILLSIDE NO 2	23559	7994
ISABELLE	12321	2039
LUCY	12933	1456
NEW YEAR	15070	1538
TELEGRAPH	7457	780
W. L. STEPHENS	22919	7017
A.B.G.	20385	6726
AETNA	11399	1956
AETNA	21734	6796
IMP	21734	6796
SAW TOOTH	21734	6796
UTE	21734	6796
ALTA (75% INTEREST)	19105	6191

SCHEDULE A

PROPERTY DESCRIPTION

ORDER NO: 94100045

APEX	29042	11583A
CASHIER	37834	15233
WORLDS FAIR	37834	15233
ASPEN	26020	6512
LAST CHANCE	26020	6512
ATLANTIC CABLE	8072	1136

EXCEPT all that part platted into Atlantic Cable Subdivision and a portion of Lots 9, 28, 31 and 32, Block 20, Town of Rico, and that portion conveyed in Book 57 at page 325.

AVALANCHE	10488	1682
AZTEC MILL SITE	10201	367B
BALD EAGLE	28874	10122
CALEDONIA	28874	10122
LITTLE JOHNNY	28874	10122
BELL	28159	5911
BIG BLUE	23558	7365
BARNUM	23558	7365
BIG STRIKE	23428	7601
DENVER	23428	7601
INDEPENDENT	23428	7601
BLACK CHIEF	10485	1649
BLACK CLOUD	24538	8098
PEWTER DOLLAR	24538	8098
BLACK GEORGE	14477	2485
BLACK NIGHT	26510	8135
BRITTLE SILVER	36682	7458
BUCKEYE & MAC	24156	7894

Described as: Beginning at Corner No. 1 of the Buckeye Lode, which corner is common with Corner No. 1 of the Mac Lode, whence the West Quarter Corner of Section 23, Township 40 North, Range 11 West, N.M.P.M., bears North 54 degrees 48 minutes West 1784.2 feet; thence North 45 degrees East 300.0 feet to Corner No. 2 of the Buckeye Lode; thence South 45 degrees East 248.58 feet to the 1/6 Southeast corner of the Buckeye Lode; thence South 45 degrees West 300.00 feet to the Southwest Corner of the Buckeye Lode, which corner is common with the 1/6 Southeast Corner of the Mac Lode; thence South 45 degrees West 300.0 feet to the 1/6 Southwest Corner of the Mac Lode; thence North 45 degrees West 248.58 feet to Corner No. 4 of the Mac Lode; thence North 45 degrees East 300.0 feet to Corner No. 1 of the Mac Lode, the point of beginning.

BUEHLER	1178832	20738
BULLION	23279	7599
BURCHARD	27326	8070
HARDSCRABBLE	27326	8070
LITTLE MAGGIE	27326	8070
C.H.C. (15/16 INTEREST)	9213	1040
C.S.H.H.	19757	6286

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SCHEDULE A
PROPERTY DESCRIPTION CONTINUED

ORDER NO. 94100045

PROPERTY DESCRIPTION CONTINUED

C.V.G.	20386	6725
CASELTON	1179249	20740
C.H.R.	1179249	20740
SLIDE	1179249	20740
LITTLE JACK HORNER	1179249	20740
SLIDE TOP	1179249	20740
TIMBERLINE	1179249	20740
TOM THUMB	1179249	20740
CATALPA (1/2 INTEREST)	8071	918
CATSKILL	21923	7062
CEREBUS	646888	19665
X-RAY	646888	19665
LITTLE CASPER	646888	19665
GOLIATH	646888	19665
CLAN CAMPBELL	16318	1807
COBBLER	17663	5274
CONFIDENCE	9722	1447
CONNECTING LINK	22442	7310
CONTACT	20780	6895
CONFIDENCE	20780	6895
CORNUCOPIA	32435	11667
CREBEC	18911	6130
CROSS	7927	940
D. AND B. B.	25142	8539
DAYTON	23427	2540
DAYTON NO. 2	33881	11636
DUDE	22064	7049
DUDESS	22064	7049
DURANGO	9254	1441
EIGHTY-EIGHT (88)	22232	7348

EXCEPT all that part included in the tract known as Warren K. Patrick Tract lying within the Townsite of Rico and that part conveyed in Book 253 at page 1.

ELLA D.	19106	5659
ELLIOTT	9764	1536A
ENTERPRISE	28422	5916
ETHELENA (245/256 INT)	18765	6136
EUREKA	11817	1880
EUREKA	28924	6285
EVENING STAR	26956	7565
CONTENTION NO. 2	26956	7565
EXCELSIOR	26905	8141
EXCELSIOR NO. 2	26905	8141
EXCELSIOR	9668	1451A
EXCELSIOR MILLSITE	9668	1451B
EXCHEQUER	17909	5132
PREMIER	17909	5132
BOURBON	17909	5132

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SCHEDULE A
PROPERTY DESCRIPTION CONTINUED

ORDER NO. 94100045

FALCON	12270	2151
FLORENCE	9667	1452A
FLORENCE MILLSITE	9667	1452B
FRACTION	30807	11814
GEM OF BEAUTY	9663	1164
GEN. O. O. HOWARD	16680	2478
GENERAL LOGAN	16416	2476
GENERAL SHERIDAN	14426	2479
GENERAL SHERMAN	16417	2477
GERTIE	9508	781
GIPSY	14476	2499
GOLDEN AGE	34279	5956
GRAND VIEW	6761	383
GROUP MILLSITE	29042	11583B
H.B. (2/3 INTEREST)	22008	7013
E.R.G. (2/3 INTEREST)	22008	7013
H.C.P.	23635	7548
HALF LOAF	28486	8017
HIGHLAND CHIEF	28486	8017
LOWLAND CHIEF	28486	8017
LITTLE LULU	28486	8017
LITTLE GEORGE	28486	8017
SHEHOCTON	28486	8017
NANCY HANKS	28486	8017
LITTLE GEORGE EXTENSION	28486	8017
G.L.P.	28486	8017
HAL POINTER	28486	8017
HARVEY	9129	914
HELEN C.	29929	7977
HIAWATHA	28323	6393
HOMESTAKE & LITTLE CORA CONSOLIDATED PLACER West of Dolores River	14903	410
HONDURAS	24157	7843
HOPE	7929	939
INGERSOLL	11224	413
IRON CAP	14897	1428
IRON ROD	26509	8140
KEARNEY	17744	5133
KITCHEN	28322	5917
LAST CHANCE	1060874	20388
LAST CHANCE	27745	8622
LAURA	21317	5913
LEAP YEAR	18985	6105
LELIA DAVIS	9765	1256
LITTLE BERNARD	20177	6406
LITTLE CARRIE	35680	6960
LONE TREE	29858	12303
LOOKOUT	10462	1683

ED_004657_00000117-00341

SCHEDULE A
PROPERTY DESCRIPTION CONTINUED

ORDER NO. 94100045

LOTA	19252	6154
LOTTIE	26323	8223
MAID OF AUSTRALIA	14553	1587
MAJOR	6494	384
MAMMOTH	1107369	20500
MARIQUITA	9666	1450
MARY	19532	6205
MATCHLESS	21733	6739
MC INTIRE	29857	12302
MELVINA	3551	620
MERRIMAC	8170	926
MERVIN	1115034	20619
MARTHA	1115034	20619
MILAN	9665	1449
MILLIE	36498	7988
MOUNTAIN BOY	1062424	20387
MONARCH	1062424	20387
MOUNTAIN MONARCH	10013	1454
N.A. COWDREY	20180	6317
NEW DISCOVERY	10483	1461A
NEW DISCOVERY MILLSITE	10483	1461B
NEWMAN	14757	436A
NIGHT WATCH	23277	5976
NORA LILLEY	12559	1010
ONTARIO	19246	5923
PAYMASTER	8253	997
PELICAN	6702	363
PERU	9664	1455
PHOENIX	6701	362
PIGEON	7541	665
PITTSBURGH	7928	941
PLUTO	21101	6985
PRINCETON (63/64 INT)	19530	2258
REDEEMER	30264	12304
RICHMOND	19395	6338
ROBBER STATE	10126	1464
ROGER TICHBORNE	23828	7784
S.M.G.	29831	7986
SAM PATCH	25545	8031
HOME	25545	8031
SANTA CLARA	7519	664
SANTA CRUZ (WEST 1/2)	25864	6132
SELENIDE	36681	7459
SHAMROCK	20389	5832
SILVER AGE	40574	5831
SILVER BELT	27914	8020
ROYAL TURK	27914	8020
SILVER CACHE	11225	1655
SILVER GLANCE	29519	6201

ED_004657_00000117-00342

SCHEDULE A
PROPERTY DESCRIPTION CONTINUED

ORDER NO. 94100045

SILVER GLANCE NO. 2	29519	6301
SILVER GLANCE NO. 4	28485	7976
SKEPTICAL NO. 1	14292	1900
SMUGGLER	10913	5912

EXCEPT all that portion described as Lots 10 to 24 inclusive, and Lots 26 to 28, inclusive, of Block 18; Lots 11 to 12, inclusive, and Lots 30 to 31, inclusive, of Block 19; Lots 21 to 22, inclusive, and a portion of Lots 26, 31 and 32 of Block 20, Town of Rice.

SNOW FLAKE	19248	6216
SNOWFLAKE	29700	[illegible]
SONG BIRD	28894	6393
SOUTH PARK (1/12 INT)	23203	1963
STANLEY NO. 1 (2/3 INT)	19393	6098
STANLEY NO. 3 (2/3 INT)	19393	6088
STANLEY NO. 2 (5/6 INT)	19393	6095
STAR	19756	6199
STAR ROUTE	19104	5970
STEPHANITE	37553	7980
STONY POINT	16727	1429
SUN UP	18912	5910
SWANSEA	6580	434
SYNDICATE	17739	2135A
THOMPSON	29115	6394
TIP TOP	9424	1348
TRAILS END	1111727	20563
DEVIDE	1111727	20568
TRIANGLE	1111575	20347
TRIANGLE	1178833	20739
UNCLE NED	7747	915
UNDINE	8132	1090
VESTAL	19531	6252
WABASH	7492	617
WEIMAR	20178	6513
YANKY BOY	21107	6969
YELLOW JACKET	6703	364
ZONA K.	26370	8228
ZULU	9723	1457

ED_004657_00000117-00343

Reception No. 135090 Evelyn White
Recorded at 4:20 o'clock p M. May 24 1995
Con Deputy

B268
P 747

WARRANTY DEED

THIS DEED, Made this day of , 1995 , between
RICO DEVELOPMENT CORPORATION, A COLORADO CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of COLORADO , grantor, and
RICO PROPERTIES LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY
whose legal address is P.O. BOX 220
RICO, CO 81[illegible]
of the County of DOLORES and State of COLORADO , grantee:

doc fee = exempt

WITNESSETH, That the grantor for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of DOLORES and State of Colorado described as follows:

THAT PROPERTY DESCRIBED ON EXHIBIT WD-WEB-1, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

as known by street and number as: TRACTS IN RICO

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise pertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for itself, and its successors, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except THOSE OF RECORD

The grantor shall and will WARRANTY AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest:

RICO DEVELOPMENT CORPORATION, A COLORADO CORPORATION

By Wayne E. Webster
WAYNE E. WEBSTER, PRESIDENT

State of Colorado
County of Dolores

The foregoing instrument was acknowledged before me this 15 day of ~~MARCH~~ May , 1995 by WAYNE E. WEBSTER AS PRESIDENT OF RICO DEVELOPMENT CORPORATION, A COLORADO CORPORATION

My commission expires [illegible] Witness my hand and official seal

[illegible]

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TITLE-051

2269
P 74 15

EXHIBIT WD-WEB-1

Lots 21, 22, 23, 24, 25, 28, 29 and 30, Block 20, Town of Rico, according to the plat recorded in the office of the Clerk and Recorder,

AND

Lots 21 through 30, inclusive, Block 24, Town of Rico, according to the plat recorded in the office of the Clerk and Recorder, also known as the Van Winkler Lots.

AND

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	MINERAL SURVEY NO.
Catskill Lode	21923
Santa Cruz	25864

AND

A tract of land at the East End of Mantz Avenue in Rico Townsite, also being within the NW/4 of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows:

Beginning at a point on the South line of Block 29, Rico Townsite, also being within the NW/4 of Section 36, Township 40 North, Range 11 West, N.M.P.M., from which point the USLM#1 bears North 13 degrees 56 minutes 45 seconds East a distance of 959.95 feet; thence South 87 degrees 53 minutes 26 seconds West a distance of 192.60 feet along the South line of said Block 29; thence South 02 degrees 06 minutes 34 seconds East a distance of 80 feet to the Northwest corner of Block 31, thence North 87 degrees 53 minutes 26 seconds East a distance of 175.44 feet along the South line of Mantz Avenue, thence North 10 degrees 00 minutes 00 seconds East a distance of 81.82 feet to the point of Beginning,

County of Dolores,
State of Colorado.

DC2/37

Receptor No. 135090 Evelyn White
Recorded at 4:20 o'clock p M. May 24 1995
Con Deputy

B268
P 747

WARRANTY DEED

THIS DEED, Made this day of , 1995 , between
RICO DEVELOPMENT CORPORATION, A COLORADO CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of COLORADO , grantor, and
RICO PROPERTIES LIMITED LIABILITY COMPANY, A COLORADO LIMITED LIABILITY COMPANY
whose legal address is P.O. BOX 220
RICO, CO 81[illegible]
of the County of DOLORES and State of COLORADO , grantee:

doc fee = exempt

WITNESSETH, That the grantor for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of DOLORES and State of Colorado described as follows:

THAT PROPERTY DESCRIBED ON EXHIBIT WD-WEB-1, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

as known by street and number as: TRACTS IN RICO

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise pertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for itself, and its successors, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except THOSE OF RECORD

The grantor shall and will WARRANTY AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

Attest:

RICO DEVELOPMENT CORPORATION, A COLORADO CORPORATION

By Wayne E. Webster
WAYNE E. WEBSTER, PRESIDENT

State of Colorado
County of Dolores

The foregoing instrument was acknowledged before me this 15 day of ~~MARCH~~ May , 1995 by WAYNE E. WEBSTER AS PRESIDENT OF RICO DEVELOPMENT CORPORATION, A COLORADO CORPORATION

My commission expires [illegible] Witness my hand and official seal

[illegible]

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TITLE-052

2269
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EXHIBIT WD-WEB-1

Lots 21, 22, 23, 24, 25, 28, 29 and 30, Block 20, Town of Rico, according to the plat recorded in the office of the Clerk and Recorder,

AND

Lots 21 through 30, inclusive, Block 24, Town of Rico, according to the plat recorded in the office of the Clerk and Recorder, also known as the Van Winkler Lots.

AND

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	MINERAL SURVEY NO.
Catskill Lode	21923
Santa Cruz	25864

AND

A tract of land at the East End of Mantz Avenue in Rico Townsite, also being within the NW/4 of Section 36, Township 40 North, Range 11 West, N.M.P.M., being more particularly described as follows:

Beginning at a point on the South line of Block 29, Rico Townsite, also being within the NW/4 of Section 36, Township 40 North, Range 11 West, N.M.P.M., from which point the USLM#1 bears North 13 degrees 56 minutes 45 seconds East a distance of 959.95 feet; thence South 87 degrees 53 minutes 26 seconds West a distance of 192.60 feet along the South line of said Block 29; thence South 02 degrees 06 minutes 34 seconds East a distance of 80 feet to the Northwest corner of Block 31, thence North 87 degrees 53 minutes 26 seconds East a distance of 175.44 feet along the South line of Mantz Avenue, thence North 10 degrees 00 minutes 00 seconds East a distance of 81.82 feet to the point of Beginning,

County of Dolores,
State of Colorado.

DC2/37

STATE DOCUMENTARY FEE
Date Aug 1 1996
$ Exempt

Warranty Deed

THIS DEED, Made this 1ST day of AUGUST, 1996, between RILO DEVELOPMENT CORP

of the County of DOLORES State of Colorado, grantor, and (WAYNE E. WEBSTER-HIS OWN AND INDIVIDUAL PROPERTY)

a corporation organized and existing under and by virtue of the laws of the State of Colorado, grantee: whose legal address is BOX 592 ATHENS TX. 75751

WITNESSETH, That the grantor, for and in consideration of the sum of

DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all of the real property, together with improvements, if any, situate, lying and being in the County of DOLORES and State of Colorado, described as follows:

BERTHA-S M.S. 1955A
CROWN POINT M.S. 7365
HUM BOLT M.S. 15233
JAMES BLAINE M.S. 15233
ARGENTINE M.S. 15233
ALLEGHENY M.S. 1255
BLACKHAWK M.S. 2060
D.P. M.S. 1980
EBY M.S. 7066
~~[illegible]~~
MISSOURI M.S. 7898
LITTLE MAGGIE M.S. 1211
ROYAL TIGER M.S. 1190
RILO M.S. 1854
LAST CHANCE M.S. 20567
PASA DENA M.S. 6434
WIDEAWAKE M.S. 366
WEDGE M.S. 20348
BLACK HAWK EXT. M.S. 20568

also known by street and number as: (INCLUDES ALL MINERAL RIGHTS

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restriction of whatever kind or nature soever, except

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above.

RILO DEVELOPMENT CORP
Wayne E. Webster Pres

Recorded at 1:45 o'clock P.M. Aug 1 1996
Reception No. 136658 Book 275 Page 412
Darlene White Recorder, Dolores Co. Colorado

STATE OF COLORADO,)
COUNTY OF Dolores) ss.
)

The foregoing instrument was acknowledged before me this 1st day of August, 1996, by

~~My commission expires:~~ Rilo Development Corp. by Wayne E. Webster Pres.

WITNESS my hand and official seal

Darlene White
~~Notary~~ Public
Dolores County Clerk
PO Box 58
Dove Creek Co. 81324

Name and Address of Person Creating New Legal Description (§38-35-106.5, C.R.S.)

TITLE-053

STATE DOCUMENTARY FEE
Date 8-6-96
$ exempt

Warranty Deed

THIS DEED, Made this 6th day of AUGUST, 1996, between RICO DEVELOPMENT CORP

of the County of DOLORES State of Colorado, grantor, and WAYNE E WEBSTER-HIS OWN AND SEPERATE PROPERTY

a corporation organized and existing under and by virtue of the laws of the State of Colorado, grantee whose legal address is BOX 592 ATHENS TX 75751

WITNESSETH, That the grantor, for and in consideration of the sum of TEN

DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, its successors and assigns forever, all of the real property, together with improvements, if any, situate, lying and being in the County of DOLORES and State of Colorado, described as follows:

~~BERTHA-S~~ MILLSITE MS. # 1955B - ECLIPSE M.S. 7289
BERTHA-S
AND ALL MINERAL RIGHTS

Recorded at 11:40 o'clock A.M. 8-6-96
Reception No. 136677 Book 275 Page 458
Darlene White Recorder, Dolores Co. Colorado

also known by street and number as

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restriction of whatever kind or nature soever, except

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.
The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The grantor has executed this deed on the date set forth above

RICO DEVELOPMENT CORP.
Wayne E Webster Pres.

STATE OF COLORADO,)
COUNTY OF Dolores) ss.
)

The foregoing instrument was acknowledged before me this 6th day of August, 1996, by Rico Development Corp. By Wayne E. Webster

My commission expires:

WITNESS my hand and official seal

Earlene White
Notary Public
Dolores County Clerk

Name and Address of Person Creating New Legal Description (§38-35-106.5, C.R.S.)

TITLE-054

WARRANTY DEED

STATE DOCUMENTARY FEE
Date 2.10.97
$ exempt

THIS DEED, Made this 7th day of FEBRUARY, 1997, between

RICO PROPERTIES LIMITED LIABILITY COMPANY
PO BOX 220
RICO CO 81332

of the COUNTY OF Dolores and State of Colorado grantor, and

RICO MOUNTAIN LIFE LLC
PO BOX 220
RICO CO 81332

whose legal address is

of the COUNTY OF DOLORES and State of Colorado, grantee:

WITNESSETH, That the grantor, for and in consideration of the sum of

ten _____ DOLLARS, ($10.00/00),

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the COUNTY OF DOLORES, and State of Colorado, described as follows:

see ATTACHED SCHEDULE AA

also known by street and number as

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, **except for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any,**

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. **IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

Rico Properties Limited Liability Company
by [signature]
STANLEY A. FOSTER, MANAGER

STATE OF Colorado)
COUNTY OF San Miguel) ss.

The foregoing instrument was acknowledged before me this 7th day of February, 1997, by Stanley Foster

My Commission expires: 9-23-2000

JILL MARIE GUNDEN NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.
Jill Marie Gunden
Notary Public

ASSUMPWD
WARRANTY DEED (for Photographic Record)

TITLE

02/10/1997 09:46A BK 279 PG 16 ED
REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

[redacted]

LEGAL DESCRIPTION

The following described property, all located within the Rico Townsite, County of Dolores, State of Colorado, according to the plat and other documents of record in the Office of the Clerk and Recorder of Dolores County;
BUT ONLY IF AND TO THE EXTENT OF THE GRANTOR'S LEGAL RIGHT, TITLE AND INTEREST IN AND TO SUCH PROPERTY AS OF THE DATE HEREOF.

Block 1	Lots 17, 18, 19, and 20
Block 2	Lots 9, 10, 11 and 12
Block 4	Lots 39 and 40
Block 9	Lots 19, 20, 21, 22 and 23
Block 11	Part of Lots 2, 3 and 4 Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 Part of Lots 32, 33 and 34
[redacted]	[redacted]
Block 13	Lots 12, 13, 14, 15 and 16
Block 14	Lots 21, 22, 23, 24, 25, 26, 27, 28, Lots 36, 37, 38, 39 and 40
Block 15	Lots 33 and 34
Block 25	Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14 15, 16, 17, 18, 19, 20, 35, 36, 37, 38 39 and 40
[redacted]	
Block 30	Lots 3, 4, 5 and 6

Stanley A Foster

[redacted]

AND

Tracts B, C and D as described in United States Patent for the Townsite of Rico, recorded December 15, 1891 in Book 17 at page 394 in the office of the Clerk and Recorder, EXCEPT all that part of Tract C Conveyed in Book 57 at page 374.

Continued on next page

137489
Page: 3 of 12
02/10/1997 09:46A BK 279 PG 17 WD
REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

[redacted]

[redacted]

AND

ALL OF THE FOLLOWING PROPERTY AS AND TO EXTENT SUCH PROPERTY LIES WEST OF HIGHWAY 145:

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10 degrees West 270 feet; thence North 80 degrees West 400 feet; thence North 10 degrees East 270 feet; thence South 80 degrees East 400 feet to place of beginning,

[redacted]

Continued on next page

2

Continuation of Schedule A Description

[redacted]

[redacted] Corner A.E. Arms Tract; thence North 80 degrees West 717.8 feet to the place of beginning. Also described as "Pasadena Mill Property" and "North A.E. Arms Tract"

AND

A tract of land located in Southwest corner of Townsite of Rico bounded by F.G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 10 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80 degrees East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80 degrees 50 minutes East 229 feet distant and Corner No. 21 of Rico Townsite bears North 68 degrees 20 minutes East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 78 degrees 57 minutes East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68 degrees 20 minutes West 59.54 feet distant; thence North 68 degrees 20 minutes West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68 degrees 20 minutes East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N. & M. Mining Claim and Corner No. 28 of Rico Townsite bears South 2 degrees 10 minutes West 99.80 feet distant and Northeast Corner of Rico Graveyard bears South 39 degrees 58 minutes West 716.22 feet distant; thence South 2 degrees 10 minutes West 99.50 feet to Corner No. 2 of the N. & M. Mining claim and Corner No. 28 of Rico Townsite; thence 793.85 feet to Corner No. [illegible] identical with Corner No. 29 of Rico Townsite; thence North 80 degrees West 166.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East Side line of Rico Graveyard; thence North 10 degrees East 165.[illegible] feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80 degrees West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North [illegible] [redacted] degrees East 301.53 feet to Corner No. 1, the place of beginning.

Continued on next page

Continuation of Schedule A Legal Description

[redacted]

AND

A tract of land referred to as "Warner K. Patrick Tract" located within Townsite of Rico more particularly described as follows. Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears North 10 degrees East 151.4 feet; thence South 10 degrees West 374.3 feet along said line 1-2 to a point; thence South 63 degrees 16 minutes West 404.1 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 10 degrees East 374.3 feet to Corner No. 6 of Eighty-Eight (88) Lode; thence North 63 degrees 16 minutes East 404.1 feet to place of beginning. EXCEPT that portions conveyed in Book 253 at page 1.

[redacted]

more particularly described as follows: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 13 degrees 31 minutes 46 seconds East 213.8 feet and Northeast Corner of Tremble Tract is North 81 degrees 11 minutes West 18.4 feet; thence North [illegible] degrees 52 minutes West 918.7 feet to Northeast Corner (var. 12 degrees 42 minutes East); thence South 88 degrees 8 minutes West 628.6 feet to Northwest Corner (var. 13 degrees 55 minutes East); thence South 1 degrees 52 minutes East 222.5 feet to West angle corner (var. 13 degrees 15 minutes East); thence South 27 degrees 39 minutes East 705.8 feet to Southwest Corner; thence South 81 degrees 11 minutes East 327.3 feet to Southeast Corner, the place of beginning.

AND

A tract of land located within Townsite of Rico bounded as follows: On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande Southern Railroad as constructed; on the East by Main Avenue and Lots 1 to 14, inclusive, of Block 28; on the South by a parcel of land known as Roys Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed, EXCEPT all that portion conveyed in Deed recorded in Book 137 at page 151. Also described as R.G.S. North Tract. Tract A is included in this description.

AND

A tract of land located within Townsite of Rico bounded as follows: On the North by a tract of land known as Roys Tract; on the East by a tract of land known as Trembl Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also [illegible]

AND

Continued on next page

Continuation of Schedule A - Legal Description

[redacted]

[redacted]

AND

The abandoned Rio Grande Southern Railroad Right-of-way extending through the Townsite of Rico.

[redacted]

[redacted]

AND

Little Ada Tract South, as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

[redacted]

[redacted]

Continued on next page

Continuation o. Schedule A - Legal Description
[redacted]

[redacted]

[redacted]

~~A tract of land re[illegible]ed to as "Winkfield Tract East of [illegible]" located within Townsite of Rico more p[illegible]ularly described as f[illegible]ws: Beginning at the Northeast Corner whence the S[illegible]ast Corn[illegible] Block 27 bears North 5 degrees 49 minutes East 866 feet; thence N[illegible] degrees 11 minutes West 253 feet to Corner No. 2; thence North 2[illegible]grees 17 m[illegible] West 481 feet to Corner No. 3; thence South 22 degre[illegible] minutes East 462.1 feet [illegible]orner No. 4; thence South 5 degree[illegible]st 200 feet to Corner No. 5; thence S[illegible]9 degrees 10 minutes W[illegible] 451 feet to Corner No. 6; thence South 80 degrees [illegible] 652 feet to Cor[illegible] No. 7; thence North 1 degree 52 minutes West 600 feet to Corn[illegible] 1,~~ [redacted]

AND

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND COUNTY RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	PATENT NO.	MINERAL SURVEY NO.
BED ROCK	28253	8030
[redacted]	[redacted]	[redacted]
COLUMBIA MILLSITE	10202	365B
Except all that portion conveyed in Deed recorded in Book 57 at page 327.		
ELLIOTT MILLSITE	9764	1536B
EVENING CALL	29041	8029
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
ISABELLE	12321	2039
[redacted]	[redacted]	[redacted]
NEW YEAR	15070	1538
TELEGRAPH	7457	780
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
AETNA	21734	6796
[redacted]	[redacted]	[redacted]
SAW TOOTH	21734	6796
UTE	21734	6796

Continued on next page

6

Continuation of Schedule A Legal Description

[redacted]

[redacted]	[redacted]	[redacted]
APEX	29042	11583A
CASHIER	37834	15233
WORLDS FAIR	37834	15233
[redacted]	[redacted]	[redacted]
LAST CHANCE	26020	6512

[redacted]

[redacted]	[redacted]	[redacted]
AZTEC MILL SITE	10201	367B
[redacted]	[redacted]	[redacted]
CALEDONIA	28874	10122
[redacted]	[redacted]	[redacted]
BELL	28159	5911
[redacted]	[redacted]	[redacted]
BARNUM	23558	7365
BIG STRIKE	23428	7601
[redacted]	[redacted]	[redacted]
INDEPENDENT	23428	7601
[redacted]	[redacted]	[redacted]
BLACK CLOUD	24538	8098
[redacted]	[redacted]	[redacted]
BRITTLE SILVER	36682	7458
[redacted]	[redacted]	[redacted]

[redacted]

[redacted]	[redacted]	[redacted]
BULLION	23279	7599
[redacted]	[redacted]	[redacted]
HARDSCRABBLE	27326	8070
[redacted]	[redacted]	[redacted]

Continued on next page

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Continuation of Schedule AA- Legal Description
[redacted]

C.V.G.	20386	6725
CASELTON	1179249	20740
C.H.R.	1179249	20740
SLIDE	1179249	20740
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	21923	[redacted]
CEREBUS	646888	19665
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
CONFIDENCE	9722	1447
CONNECTING LINK	22442	7310
CONTACT	20780	6895
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
DAYTON	23427	2540
DAYTON NO. 2	33881	11636
DUDE	22064	7049
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
EIGHTY-EIGHT (88)	22232	7348

EXCEPT all that part included in the tract known as Warren K. Patrick Tract lying within the Townsite of Rico and that part conveyed in Book 253 at page 1.

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]		[redacted]
EUREKA	11817	1880
EUREKA	28924	6285
[redacted]	[redacted]	[redacted]
CONTENTION NO. 2	26956	7565
EXCELSIOR	26905	8141
[redacted]	[redacted]	[redacted]
EXCELSIOR	9668	1451A
[redacted]	[redacted]	[redacted]
EXCHEQUER	17909	5132
[redacted]	[redacted]	[redacted]
BOURBON	17909	5132
[redacted]	[redacted]	[redacted]

Continued on next page

Stanley A. Fost

8

Continuation of Schedule AA- Legal Description
[redacted]

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
FRACTION	30807	11814
[redacted]	[redacted]	[redacted]
GEN. O. O. HOWARD	16680	2478
[redacted]	[redacted]	[redacted]
GENERAL SHERIDAN	14426	2479
GENERAL SHERMAN	16417	2477
GERTIE	9508	781
GIPSY	14476	2499
GOLDEN AGE	34279	5956
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
E.R.G. (2/3 INTEREST)	22008	7013
H.C.P.	23635	7548
HALF LOAF	28486	8017
[redacted]	[redacted]	[redacted]
LOWLAND CHIEF	28486	8017
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
NANCY HANKS	28486	8017
LITTLE GEORGE [redacted]	28486	8017
G.L.P.	28486	8017
[redacted]	[redacted]	[redacted]
HARVEY	9129	914
[redacted]	[redacted]	[redacted]
HIAWATHA	28323	6393
[redacted]		
[redacted]		[redacted]
HONDURAS	24157	7843
HOPE	7929	939
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
IRON ROD	26509	8140
KEARNEY	17744	5133
KITCHEN	28322	5917
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
LAURA	21317	5913
LEAP YEAR	18985	6105
LELIA DAVIS	9765	1256
[redacted]	[redacted]	[redacted]
LITTLE CARRIE	35680	6960
[redacted]	[redacted]	[redacted]
LOOKOUT	10462	1683
LOTA	19252	6154

Continued on next page

Stanley A. Foster

Continuation of Schedule AA- Legal Description
[redacted]

LOTTIE	26323	8223
MAID OF AUSTRALIA	14553	1587
MAJOR	6494	384
MAMMOTH	1107369	20500
MARIQUITA	9666	1450
MARY	19532	6205
[redacted]	[redacted]	[redacted]
MC INTIRE	29857	12302
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
MILAN	9665	1449
MILLIE	36498	7988
MOUNTAIN BOY	1062424	20387
[redacted]	[redacted]	[redacted]
MOUNTAIN MONARCH	10013	1454
N.A. CONDREY	20180	6317
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
NEWMAN	14757	436A
NIGHT WATCH	23277	5976
NORA LILLEY	12559	1010
ONTARIO	19246	5923
PAYMASTER	8253	997
PELICAN	6702	363
PERU	9664	1455
[redacted]	[redacted]	[redacted]
PIGEON	7541	665
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
RICHMOND	19395	6338
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
SAM PATCH	25545	8031
[redacted]	[redacted]	[redacted]
SANTA CLARA	7519	664
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
SILVER BELT	27914	8020
[redacted]	[redacted]	[redacted]
SILVER CACHE	11225	1655
[redacted]	[redacted]	[redacted]
[redacted]	29519	6201

SILVER GLANCE NO. 2

Continued on next page

Stanley A. Foster

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Continuation of Schedule A - Legal Description

[redacted]

[redacted]	[redacted]	[redacted]
SMUGGLER	18913	5912

EXCEPT all that portion described as Lots 10 to 24 inclusive, and Lots 26 to 28, inclusive, of Block 18; Lots 11 to 12, inclusive, and Lots 30 to 31, inclusive, of Block 19; Lots 21 to 22, inclusive, and a portion of Lots 28, 31 and 32 of Block 20, Town of Rico.

SNOW FLAKE	19248	6216
[redacted]	[redacted]	[redacted]
SONG BIRD	28294	6392
SOUTH PARK (1/12 INT)	23203	1563
STANLEY NO. 1 (2/3 INT)	19393	6095
[redacted]	19393	[redacted]
STANLEY NO. 2 (5/6 INT)	19393	6095
[redacted]	[redacted]	[redacted]
STAR ROUTE	19104	5970
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
SYNDICATE	17739	5183A
[redacted]	[redacted]	[redacted]
TIP TOP	9434	1248
[redacted]	[redacted]	[redacted]
DEVIDE	1111727	20368
TRIANGLE	1111575	20347
TRIANGLE	1178833	20739
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
VESTAL	19531	6252
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
YANKY BOY	21107	6969
YELLOW JACKET	6703	364
ZONA K.	26370	8228
[redacted]	[redacted]	[redacted]

Stanley A. Fort

Recorded 137490
Page: 1 of 12
Reception 02/10 1997 10:04A BK 279 PG 27 WD
REC 6 00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

WARRANTY DEED

THIS DEED Made this 7th day of FEBRUARY 97
between RICO PROPERTIES LIMITED LIABILITY COMPANY
PO BOX 220 RICO, CO 81332

in the COUNTY OF DOLORES and State of COLORADO
grantor and
RICO HIGH ALTITUDE INVESTMENTS LLC
PO BOX 220
RICO CO 81332
whose legal address is
in the COUNTY OF DOLORES and State of COLORADO
WITNESSETH, That the grantor, for and in consideration of the sum of

TEN DOLLARS, $10.00/00

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the and State of Colorado, described as follows

SEE ATTACHED SCHEDULE AB

also known by street and number as

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, **except for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.**

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Rico Properties Limited Liability Company
by Stanley A. Foster
STANLEY A. FOSTER, MANAGER

STATE OF Colorado
COUNTY OF San Miguel } ss

The foregoing instrument was acknowledged before me this 7th day of February 1997 by
Stanley Foster

My Commission expires
9.23.2000

JILL MARIE GUNTER NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.
Jill Marie Gunter
Notary Public

Date Feb 10 1997
$ exempt

TITLE-056

WARRANTY DEED

ED_004657_00000117-00362

Feb 10 1997

exempt

$10.00/00

eyed, and by these presents
real property together with
State of Colorado.

AB

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venant, grant, bargain and
these presents, he is well
of inheritance, in law, in
same in manner and form
liens, taxes, assessments,
r, a lien but not yet due

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whole or any part thereof
applicable to all genders.

d Liability Company

Townsite, County
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nty; BUT ONLY IF
INTEREST IN AND TO

to the plat
page 319,

page

Continuation of Schedule A - Legal Description

AND

A tract of land referred to as "Max Boehmer Tract" located within Townsite of Rico, more particularly described as follows: Beginning at Corner No. 1, identical with Corner 31 of the Townsite of Rico, whence an Aspen tree blazed and marked B.T. Corner 31 T.R. bears North 43 degrees 58 minutes East 45.6 feet distant; thence South 10 degrees West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51 degrees 20 minutes East 511 feet to Corner No. 3 on the West bank of Dolores River, general course, North 10 degrees 20 minutes East, 629 3/10 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a Cottonwood tree 18" in diameter blazed and marked B.T. Corner No. 32 T.R. bears South 82 degrees 45 minutes West 5 feet distant; thence South 51 degrees 20 minutes West 516.7 feet to Corner No. 1, the place of beginning,

~~AND~~

~~ALL OF THE GROWING PROPERTY AS AND TO EXTENT SUCH PROPERTY LIES WEST OF HIGHWAY 14.~~

~~A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10 degrees West 400 feet; thence North 80 degrees West 400 feet; thence North 10 degrees East 400 feet; thence South 80 degrees East 400 feet to place of beginning,~~

~~AND~~

~~A tract of land located within Townsite of Rico bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A.E. Arms Tract on the South and the West boundary Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West more particularly described as follows: Beginning at a point on the West Boundary of Second Amended Survey Rico Townsite, which is also the Northwest Corner of Tract deeded to A.E. Arms March 13, 1902; thence North 10 degrees East 265 feet to a point on West line Second Amended Survey Rico Townsite which is also the Southwest Corner of Tract deeded to Max Boehmer October 20, 1892; thence North 51 degrees 20 minutes East 511 feet to a point which is also the Southeast Corner Max Boehmer Tract; thence North 10 degrees 20 minutes East 629.3 feet to a point which is also Corner No. 3 Amended Survey Rico Townsite; thence North 18 degrees 40 minutes West 78.3 feet to a point on line 32-3 Second Amended Survey Rico Townsite which is also on the South boundary of Winkfield Tract (west of the Dolores River); thence South 80 degrees East 49.5 feet to a point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company July 15, 1884; thence South 40 degrees 04 minutes East 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence South 24 degrees 30 minutes East 350 feet to a point which is also the Southwest Corner Pasadena Reduction Co. Tract; thence~~

Continued on next page

2

Stanley A Fort

Stanley A Fort

137490
02/10/1997 10:04A BK 279 PG 30 WD Page: 4 of 12
REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

Continuation of Schedule A B Legal Description

[redacted]

~~Corner A.E. Arms Tract; thence North 80 degrees West 717.8 feet to the place of beginning. Also described as "Pasadena Mill Property" and "North A.E. Arms Tract"~~

~~AND~~

~~A tract of land located in Southwest corner of Townsite of Rico bounded by F.G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad right-of-way more particularly described as follows: Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 80 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80 degrees East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".~~

~~AND~~

A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80 degrees 50 minutes East 225 feet distant and Corner No. 21 of Rico Townsite bears North 68 degrees 20 minutes East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20 degrees 57 minutes East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68 degrees 20 minutes West 59.54 feet distant; thence North 68 degrees 20 minutes West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68 degrees 20 minutes East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N. & M. Mining Claim and Corner No. 28 of Rico Townsite bears South 2 degrees 10 minutes West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39 degrees 58 minutes West 716.22 feet distant; thence South 2 degrees 10 minutes West 99.50 feet to Corner No. 2 of the N. & M. Mining claim and Corner No. 28 of Rico Townsite; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Townsite; thence North 80 degrees West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East Side line of Rico Graveyard; thence North 10 degrees East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80 degrees West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0 degrees 36 minutes West 275.02 feet distant; thence North 10 degrees East 301.53 feet to Corner No. 1, the place of beginning.

Standing A Fort

Continued on next page

Y ,CO

Continuation of Schedule A8- Legal Description

[redacted]

137490
Page: 5 of 12
02/10/1997 10:04A BK 279 PG 31 WD
REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

~~AND~~

~~A tract [illegible] referred to as "Warner R. Patrick Tract" [illegible] Townsite of Rico more particularly described as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears North 10 degrees East 151.4 feet; thence South 10 degrees West 374.3 feet along said line 1-2 to a point; thence South 63 degrees 16 minutes West 404.1 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 10 degrees East 374.3 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 63 degrees 16 minutes East 404.1 feet to place of beginning. EXCEPT that portions conveyed in Book [illegible] at page [illegible]~~

AND

A tract of land referred to as "Roys Tract" located w[illegible]in Townsite of Rico more particularly described as follows: Beginning at [illegible] Southeast corner of tract being conveyed whence the Southeast Corner of [illegible]k 27 is North 33 degrees 31 minutes 46 seconds East 213.8 feet and No[illegible]east Corner of Tremble Tract is North 81 degrees 11 minutes West 18.4 feet; [illegible]ence North 1 degrees 52 minutes West 918.7 feet to Northeast Corner (var. 1[illegible] [illegible]egrees 42 minutes East); thence South 88 degrees 8 minutes West 628.6 feet t[illegible] [illegible]orthwest Corner (var. 13 degrees 55 minutes East); thence South 1 degrees 52 [illegible]inutes East 222.5 feet to West angle corner (var. 13 degrees 15 minutes East) thence South 27 degrees 39 minutes East 705.8 feet to Southwest Corner; thence South 81 degrees 11 minutes East 327.3 feet to Southeast Corner, the place of beginning.

~~AND~~

~~A tract of land located within Townsite of Rico bounded as follows: On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande Southern Railroad as constructed; on the East by Mantz Avenue and Lots 1 to 14, inclusive, of Block 28; on the South by a parcel of land known as Roys Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed, EXCEPT all that portion conveyed in Deed recorded in Book 197 at page 351. Also described as R.G.S. North Tract. Tract A is included in this description.~~

~~AND~~

~~A tract of land located within Townsite of R[illegible]o bounded as follows: On the North by a tract of land known as Roys Tract [illegible]n the East by a tract of land known as Tremble Tract; on the South by a tr[illegible]t of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also~~

AND

Continued on next page

Stanley A Fort

Stanley A Fort

4

Continuation of Schedule A - Legal Description

[redacted]

~~A tract of land located within Townsite of Rico described as follows: A strip of land 50 feet wide on each side of center of wye of Rio Grande Southern Railroad as constructed and all land between the legs of said wye as constructed and extended through that part of Winkfield Tract West of a line 100 feet West of and parallel to the main tract of the Rio Grande Southern Railroad as constructed.~~

~~AND~~

~~The abandoned Rio Grande Southern Railroad Right-of-way extending through the Townsite of Rico.~~

AND

ALL OF THE FOLLOWING PROPERTY AS AND TO EXTENT SUCH PROPERTY LIES WEST OF HIGHWAY 145:

Pasadena Reduction Company Tract, as described in documents recorded in Book 66 at page 109, Book 57 at page 333, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

~~AND~~

~~Little Ada Tract South, as described in documents recorded in Book 66 at page 133, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.~~

~~AND~~

~~A tract of land referred to as "F.G. Day Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at South 10 degrees West 1130 feet from Corner No. 31; thence South 10 degrees West 240 feet to a point; thence South 80 degrees East 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8 degrees 30 minutes East 240.1 feet to a point; thence North 80 degrees West 724 feet to the place of beginning,~~

~~AND~~

~~A tract of land referred to as "Tremble Tract" located within Townsite of Rico more particularly described as follows: Beginning at Southeast Corner of Block 17 (var. 13 degrees 45 minutes East); whence Northeast Corner of same is North 1 degree 55 minutes West; thence South 37 degrees 50 minutes 37 seconds West 222.2 feet to the Northeast Corner of tract being conveyed; thence South 4 degrees 3 minutes East 688 feet to Southeast Corner; thence North 81 degrees 11 mintues West 253 feet to Southwest Corner; thence North 4 degrees 3 minutes West 688 feet to Northwest Corner; thence South 81 degrees 11 minutes East 253 feet to Northeast Corner, the place of beginning.~~

Continued on next page

~~AND~~

[redacted] OF

HIGHWAY 145:

A tract of land referred to as "Winkfield Tract East of River" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5 degrees 49 minutes East [illegible] feet; thence North [illegible] degrees 11 minutes West 253 feet to Corner No. 2; thence North 27 degrees 17 minutes West 481 feet to Corner No. 3; thence South 22 degrees 12 minutes East 462.1 feet to Corner No. 4; thence South 5 degrees East [illegible] feet to Corner No. 5; thence South 49 degrees 10 minutes West [illegible] feet to Corner No. 6; thence South 8[illegible] degrees East 6[illegible]2 feet to Corner No. 7; thence North 1 degree 52 minutes West 600 feet to Corner No. 1, the place of beginning, and lying East of the Dolores River.

AND

THE FOLLOWING NAMED PATENTED LODE, PLACER AND MILLSITE MINING CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND COUNTY RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

CLAIM NAME	PATENT NO.	MINERAL SURVEY NO.
[redacted]K	[redacted]	[redacted]
CHESTNUT	6588	435
[redacted]		
B[redacted]27.		
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
FRANKLIN	7366	564
GOLDEN FLEECE	14294	2261
HILLSIDE	23559	7994
HILLSIDE NO 2	23559	7994
[redacted]	[redacted]	[redacted]
LUCY	12933	1456
[redacted]	[redacted]	[redacted]
[redacted]H	[redacted]	[redacted]
W. L. STEPHENS	22919	7017
A.B.G.	20385	6726
[redacted]	[redacted]	1956
AETNA	21734	[redacted]
IMP	21734	6796
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Continued on next page

6

Continuation of Schedule A - Legal Description

[redacted]

ALTA (75% INTEREST)	19105	6191
[redacted]	[redacted]	[redacted]
ASPEN	26020	6512
[redacted]	[redacted]	[redacted]
ATLANTIC CABLE	8072	1136

EXCEPT all that part platted into Atlantic Cable Subdivision and the Atlantic Cable Subdivision, Phase II, and a portion of Lots 9, 28, 31 and 32, Block 20, Town of Rico, and that portion conveyed in Book 57 at page 325.

AVALANCHE	10488	1682
[redacted]	[redacted]	[redacted]
BALD EAGLE	28874	10122
[redacted]	[redacted]	[redacted]
LITTLE JOHNNY	28874	10122
[redacted]	[redacted]	[redacted]
BIG BLUE	23558	7365
[redacted]	[redacted]	[redacted]
DENVER	23428	7601
[redacted]	[redacted]	[redacted]
BLACK CHIEF	10485	1649
[redacted]	[redacted]	[redacted]
PEWTER DOLLAR	24538	8098
BLACK GEORGE	14477	2485
BLACK NIGHT	26510	8135
[redacted]	[redacted]	[redacted]
BUCKEYE & MAC	24156	7894

Described as: Beginning at Corner No. 1 of the Buckeye Lode, which corner is common with Corner No. 1 of the Mac Lode, whence the West Quarter Corner of Section 23, Township 40 North, Range 11 West, N.M.P.M., bears North 54 degrees 48 minutes West 1781.2 feet; thence North 45 degrees East 300.0 feet to Corner No. 2 of the Buckeye Lode; thence South 45 degrees East 248.58 feet to the 1/6 Southeast corner of the Buckeye Lode; thence South 45 degrees West 300.00 feet to the Southwest Corner of the Buckeye Lode, which corner is common with the 1/6 Southeast Corner of the Mac Lode; thence South 45 degrees West 300.0 feet to the 1/6 Southwest Corner of the Mac Lode; thence North 45 degrees West 248.58 feet to Corner No. 4 of the Mac Lode; thence North 45 degrees East 300.0 feet to Corner No. 1 of the Mac Lode, the point of beginning.

BUEHLER	1178832	20738
[redacted]	[redacted]	[redacted]
BURCHARD	27326	8070
[redacted]	[redacted]	[redacted]
LITTLE MAGGIE	27326	8070
C.H.C. (15/16 INTEREST)	9213	1040
C.S.H.H.	19757	6286

Continued on next page

Continuation

[redacted]
LITTLE JA
SLIDE TOP
TIMBERLIN
TOM THUMB
CATALPA (
[redacted]
X-RAY
LITTLE CA
GOLIATH
CLAN CAMP
COBBLER
[redacted]
CONFIDENC
CORNUCOPI
CREBEC
CROSS
D. AND B.
[redacted]
DUDESS
DURANGO
[redacted]
ELLA D.
ELLIOTT
ENTERPRISE
ETHELENA (
[redacted]
EVENING ST
[redacted]
EXCELSIOR
[redacted]
EXCELSIOR
[redacted]
PREMIER
[redacted]
FALCON

7

Continuation of Schedule A[B] - Legal Description

[redacted]

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
LITTLE JACK HORNER	1179249	20740
SLIDE TOP	1179249	20740
TIMBERLINE	1179249	20740
TOM THUMB	1179249	20740
CATALPA (1/2 INTEREST)	8071	918
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
X-RAY	646888	19665
LITTLE CASPER	646888	19665
GOLIATH	646888	19665
CLAN CAMPHELL	163	1807
COBBLER	17 3	5274
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
CONFIDENCE	20780	6895
CORNUCOPIA	32435	11667
CREBEC	18911	6130
CROSS	7927	940
D. AND B. B.	25142	8539
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
DUDESS	22064	7049
DURANGO	9254	1441
[redacted]		
[redacted]		
[redacted]		
ELLA D.	19106	5659
ELLIOTT	9764	1536A
ENTERPRISE	28422	5916
ETHELENA (245/256 INT)	18765	6136
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
EVENING STAR	26956	7565
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
EXCELSIOR NO. 2	26905	8141
[redacted]	[redacted]	[redacted]
EXCELSIOR MILLSITE	9668	1451B
[redacted]	[redacted]	[redacted]
PREMIER	17909	5132
[redacted]	[redacted]	[redacted]
FALCON	12270	2151

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Lode, which
e West Quarter
.M., bears North
es East 300.0 feet
East 248.58 feet
45 degrees West
h corner is common
5 degrees West
e North 45 degrees
h 45 degrees East
nning.

Continuation of Schedule A - Legal Description

FLORENCE	9667	1452A
FLORENCE MILLSITE	9667	1452B
[redacted]	[redacted]	[redacted]
GEM OF BEAUTY	9663	1164
[redacted]	[redacted]	[redacted]
GENERAL LOGAN	16416	2476
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
GRAND VIEW	6761	383
GROUP MILLSITE	29042	11583B
H.B. (2/3 INTEREST)	22008	7013
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
HIGHLAND CHIEF	28486	8017
[redacted]	[redacted]	[redacted]
LITTLE LULU	28486	8017
[redacted]	[redacted]	[redacted]
SHEHOCTON	28486	8017
[redacted]	[redacted]	[redacted]
LITTLE GEORGE EXTENSION	28486	8017
[redacted]	[redacted]	[redacted]
HAL POINTER	28486	8017
[redacted]	[redacted]	[redacted]
HELEN C.	29929	7977
[redacted]	[redacted]	[redacted]
HOMESTAKE & LITTLE CORA CONSOLIDATED PLACER	14903	410
West of Dolores River		
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
INGERSOLL	11224	413
IRON CAP	14897	1428
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
LAST CHANCE	10600 74	20388
LAST CHANCE	27745	8622
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
LITTLE BERNARD	20177	6406
[redacted]	[redacted]	[redacted]
LONE TREE	29858	12303
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

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MATC
[redacted]
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[redacted]
MONA
[redacted]
NEW
NEW
[redacted]
[redacted]
[redacted]
[redacted]
PHOEN
[redacted]
PITTS
PLUTC
PRINC
REDEE
[redacted]
ROBBE
ROGER
S.M.G
[redacted]
HOME
[redacted]
[redacted]
SELEN
SHAMR
SILVE
[redacted]
ROYAL
[redacted]
SILVER
[redacted]

9

Continuation of Schedul. A - Legal Description

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
MATCHLESS	21733	6739
[redacted]	[redacted]	[redacted]
MELVINA	3551	620
MERRIMAC	8170	926
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
MONARCH	1062424	20387
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
NEW DISCOVERY	10483	1461A
NEW DISCOVERY MILLSITE	10483	1461B
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
PHOENIX	6701	362
[redacted]	[redacted]	[redacted]
PITTSBURGH	7925	941
PLUTO	21101	6985
PRINCETON (63/64 INT)	19530	2258
REDEEMER	30264	12304
[redacted]	[redacted]	[redacted]
ROBBER STATE	10126	1464
ROGER TICHBORNE	23828	7784
S.M.G.	29831	7986
[redacted]	[redacted]	[redacted]
HOME	25545	8031
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
SELENIDE	36681	7459
SHAMROCK	20389	5932
SILVER AGE	40574	5831
[redacted]	[redacted]	[redacted]
ROYAL TURK	27914	8020
[redacted]	[redacted]	[redacted]
SILVER GLANCE	29519	6201
[redacted]	[redacted]	[redacted]

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137490 Page: 11 of 12
9 PG 37 WD
0.00 DOLORES COUNTY ,CO

137490 Page: 12 of 12
02/10/1997 10:04A BK 279 PG 38 WD
REC 61.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

Continuation of Schedule A B - Legal Description

[redacted]

SILVER GLANCE NO. 4	28485	7976
SKEPTICAL NO. 1	14292	1900
[redacted]		
SNOWFLAKE	25700	5909
[redacted]		
STANLEY NO. 3 (2/3 INT)	19393	6095
[redacted]		
STAR	19756	6199
[redacted]		
STEPHANITE	37553	7[illegible]80
STONY POINT	16727	1489
SUN UP	18912	5910
SWANSEA	6580	434
[redacted]		
THOMPSON	23115	6394
[redacted]		
TRAILS END	1111727	20568
[redacted]		
UNCLE NED	7747	915
UNDINE	8132	1090
[redacted]		
WABASH	7492	617
WEIMAR	20178	6513
[redacted]		
ZULU	9723	1457

139874 09/17/1998 08:45A B289 P351 QCD
1 of 11 R 56.00 D 0.00 N 0.00 DOLORES COUNTY

QUITCLAIM DEED

Grantor(s) CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida corporation, and CRYSTAL OIL COMPANY, a Louisiana corporation, whose address is 229 Milam, Street, Shreveport, Louisiana 71101, Parish of Caddo, and State of Louisiana, for the consideration of Ten Dollars and other good and valuable consideration (no actual consideration)--- Dollars, in hand paid, hereby sell(s) and quitclaim(s) to RICO PROPERTIES, LLC, a Colorado limited liability company, whose address is 11 South Glasgow Avenue, Box 220, Rico, Colorado 81332, County of Dolores, and State of Colorado, the following real property, in the County of Dolores and State of Colorado, to wit:

See Exhibit "A" attached hereto and by reference incorporated herein.

also known as street and number:

assessor's schedule or parcel number:

with all its appurtenances

Signed this 4th day of September, 1998.

CRYSTAL EXPLORATION AND PRODUCTION COMPANY, a Florida corporation

By _____
Jeffery A. Ballew, Vice President

CRYSTAL OIL COMPANY, a Louisiana corporation

By _____
Jeffery A. Ballew, Senior Vice President

STATE OF LOUISIANA)

PARISH OF BOSSIER)

The foregoing instrument was acknowledged before me this 4th day of September, 1998, by Jeffery A. Ballew as Vice President of Crystal Exploration and Production Company, a Florida corporation, and by Jeffery A. Ballew as Senior Vice President of Crystal Oil Company, a Louisiana corporation.

FLORA L. DUEHRING NOTARY PUBLIC BOSSIER PARISH, LA

Witness my hand and official seal.

My commission expires:

Flora L. Duehring
Notary Public

FLORA L. DUEHRING NOTARY PUBL
BOSSIER PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE

TITLE-057

THE FOLLOWING DESCRIBED PATENTED FEE LANDS LOCATED IN DOLORES COUNTY, STATE OF CO RADO, WHICH ARE MORE PARTICULARLY DESCRIBED BY REFERENCE TO TO RIP, RANGE AND SECTION (ALL WIT EFERENCE TO THE N.M.P.M.), AS FOLLOWS:

TOWNSHIP 41 NORTH, RANGE 10 WEST
SECTION 14: SW/4 NE/4
NW/4 SE/4
SECTION 35: SE/4 NW/4
E/2 SW/4

TOWNSHIP 40 NORTH, RANGE 10 WEST
SECTION 2: NE/4 NW/4
E/2 SE/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to The Rico Argentine Mining Company, dated December 29, 1941, and recorded in the Real Property Records of Dolores County, Colorado on December 31, 1941 in Book 63 at page 79.

THE FOLLOWING DESCRIBED PATENTED FEE LANDS LOCATED IN DOLORES COUNTY, COLORADO, WHICH ARE MORE PARTICULARLY DESCRIBED BY REFERENCE TO TOWNSHIP, RANGE AND SECTION (ALL WITH REFERENCE TO THE N.M.P.M.) AS FOLLOWS:

TOWNSHIP 40 NORTH, RANGE 10 WEST
SECTION 20: SW/4 SE/4
SECTION 29: N/2 NE/4
NE/4 NW/4

All as described in that certain Treasurer's Deed from Treasurer of Dolores County to Rico Argentine Mining Company, dated and recorded in the Real Property Records of Dolores County on October 27, 1944, in Book 63 at page 103.

AND
A tract of land referred to as "Group Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10 degrees West 676 feet to the Southeast corner which is also Corner No. 17 of Rico Townsite; thence West 1021.8 feet to the Southwest corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1 degrees 52 minutes West 1052.6 feet to Northeast Corner of J.M. Acker or Winkfield claim; thence North 4 degrees 3 minutes West 100 feet to the Northwest corner, a post, thence North 87 degrees 54 minutes East 153.8 feet to a post in the center of River Street; thence South 2 degrees 6 minutes East 350 feet along the center line of River Street to a post; thence South 87 degrees 54 minutes West 30 feet to a post on the west line of River Street; thence South 2 degrees 6 minutes East 600 feet along the West line of River STreet to a post; thence North 87 degrees 54 minutes East 476 feet to the Southeast Corner of Block 38; thence North 2 degrees 6 minutes West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 87 degrees 54 minutes East 116 feet to the Southeast Corner of Block 10; thence North 2 degrees 6 minutes West 54 feet to a post; thence South 68 degrees 42 minutes East 486.1 feet to the place of beginning.

AND

Little Ada North Tract as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

Lots 3, and 4, Block 1, Town of Rico, according to the plat filed in the office of the Clerk and Recorder,

County of Dolores,
State of Colorado.

EXHIBIT "A"

139574 09/17/1998 08:45A B289 P352 OCD
2 of 11 R 56.00 D 0.00 N 0.00 DOLORES COUNTY

The following-described property, are located within the Rico Townsite, Coun' of Dolores, State of Colorado, according to the plat and other documents of record in the Office of the Clerk and Recorder of Dolores County:

Block 1	Lots 17, 18, 19, and 20
Block 2	Lots 9, 10, 11 and 12
Block 4	Lots 39 and 40
Block 9	Lots 19, 20, 21, 22 and 23
Block 10	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40
Block 11	Part of Lots 2, 3 and 4 Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 Part of Lots 32, 33 and 34
Block 12	Lots 23, 24, 25 and 26
Block 13	Lots 12, 13, 14, 15 and 16
Block 14	Lots 21, 22, 23, 24, 25, 26, 27, 28, Lots 36, 37, 38, 39 and 40
Block 15	Lots 33 and 34
Block 25	Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14 15, 16, 17, 18, 19, 20, 35, 36, 37, 38 39 and 40
Block 28	Lots 3, 4 and the West 80' of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20
Block 30	Lots 3, 4, 5 and 6
Block 38	Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40
Block 39	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40

AND

Parcels 1 and 2, original ATLANTIC CABLE SUBDIVISION, according to the plat recorded in the office of the Clerk and Recorder in Book 238 at page 319.

AND

Tracts B, C and D as described in United States Patent for the Townsite of Rico, recorded December 15, 1891 in Book 17 at page 394 in the office of the Clerk and Recorder, EXCEPT all that part of Tract C Conveyed in Book 57 at page 374.

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AND

A tract of land referred to as "Max Boehmer Tract" located within Townsite of Rico, more particularly described as follows: Beginning at Corner No. 1, identical with Corner 31 of the Townsite of Rico, whence an Aspen tree blazed and marked B.T. Corner 31 T.R. bears North 43 degrees 58 minutes East 45.6 feet distant; thence South 10 degrees West along West line of the Townsite of Rico 625 feet to Corner No. 2; thence North 51 degrees 20 minutes East 511 feet to Corner No. 3 on the West bank of Dolores River, general course, North 10 degrees 20 minutes East, 629 3/10 feet to Corner No. 4, being the same as Corner No. 32 of the Townsite of Rico, also Corner No. 4 of the Burchard Lode, whence a Cottonwood tree 18" in diameter blazed and marked B.T. Corner No. 32 T.R. bears South 82 degrees 45 minutes West 5 feet distant; thence South 51 degrees 20 minutes West 516.7 feet to Corner No. 1, the place of beginning,

AND

A tract of land referred to as "Rico Smelting Co. Tract" located within Townsite of Rico more particularly described as follows: Commencing at the Southeast Corner of tract conveyed to J.M. Acker by Mayor of Rico in Deed recorded in Book 10 at page 293; thence South 10 degrees West 270 feet; thence North 80 degrees West 400 feet; thence North 10 degrees East 270 feet; thence South 80 degrees East 400 feet to place of beginning,

AND

A tract of land located within Townsite of Rico bounded by the Winkfield Tract on the North, the Pasadena Reduction Company Tract and Rio Grande Southern Railroad Company right-of-way on the East, the A.E. Arms Tract on the South and the West boundary Second Amended Survey of Rico Townsite and Max Boehmer Tract on the West more particularly described as follows:
Beginning at a point on the West Boundary of Second Amended Survey Rico Townsite, which is also the Northwest Corner of Tract deeded to A.E. Arms March 13, 1902; thence North 10 degrees East 265 feet to a point on West line Second Amended Survey Rico Townsite which is also the Southwest Corner of Tract deeded to Max Boehmer October 10, 1092; thence North 51 degrees 20 minutes East 511 feet to a point which is also the Southeast Corner Max Boehmer tract; thence North 10 degrees 20 minutes East 629.3 feet to a point which is also Corner No. 32 Amended Survey Rico Townsite; thence North 18 degrees 40 minutes West 178.3 feet to a point on line 32-33 Second Amended Survey Rico Townsite which is also on the South boundary of Winkfield Tract (west of the Dolores River); thence South 80 degrees East 399.5 feet to a point which is also the Northwest corner of Tract deeded to Pasadena Reduction Company, July 15, 1884; thence South 40 degrees 04 minutes West 401.7 feet to a point which is also the West corner of Pasadena Reduction Company Tract; thence South 24 degrees 30 minutes East 350 feet to a point which is also the Southwest Corner Pasadena Reduction Co. tract; thence South 5 degrees 18 minutes West 801 feet to a point which is also the Northeast Corner A.E. Arms Tract; thence North 80 degrees West 717.8 feet to the place of beginning. Also described as "Pasadena Mill Property" and "North A.E. Arms Tract"

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A tract of land cated in Southwest corner of To ite of Rico bounded by F.G. Day Tract, West and South boundaries of Rico Townsite and Rio Grande Southern Railroad right-of-way more particularly described as follows:
Beginning at a point on line 30-31 of the Second Amended Survey of the Rico Townsite which bears South 10 degrees West 1370 feet from Corner No. 31 identical with Southwest corner of Tract deeded to F.G. Day et al as recorded in Book 33 at page 10 of the records of the Office of the County Clerk and Recorder of Dolores County, Colorado; thence South 10 degrees West 318.4 feet to a point which is also Corner No. 30 of said Survey of Rico Townsite; thence South 80 degrees East 724 feet to a point on line 29-30 of said survey of Rico Townsite; thence North 10 degrees East 318.4 feet; thence North 80 degrees West 717.8 feet (called 724 feet in Deed) to the place of beginning. Also described as "South A.E. Arms Tract".

AND

A tract of land referred to as "Graveyard Tract" located within the Townsite of Rico more particularly described as follows: Beginning at Corner No. 1 whence the corner common to Sections 35 and 36, Township 40 North, Range 11 West, and Sections 1 and 2, Township 39 North, Range 11 West, N.M.P.M., bears South 80 degrees 50 minutes East 225 feet distant and Corner No. 21 of Rico Townsite bears North 68 degrees 20 minutes East 1123.7 feet distant and Northeast Corner of Rico Graveyard bears South 20 degrees 57 minutes East 341.37 feet distant and Corner No. 3 of Little Ada Claim bears South 68 degrees 20 minutes West 59.54 feet distant; thence North 68 degrees 20 minutes West 608.56 feet along the southerly side line of the Little Ada Mining Claim to Corner No. 2, a point 668.1 feet North 68 degrees 20 minutes East from Corner No. 3 of Little Ada Claim whence Corner No. 2 of N. & M. Mining Claim and Corner No. 28 of Rico Townsite bears South 2 degrees 10 minutes West 99.50 feet distant and Northeast Corner of Rico Graveyard bears South 39 degrees 58 minutes West 716.22 feet distant; thence South 2 degrees 10 minutes West 99.50 feet to Corner No. 2 of the N. & M. Mining claim and Corner No. 28 of Rico Townsite; thence 793.86 feet to Corner No. 3 identical with Corner No. 29 of Rico Townsite; thence North 80 degrees West 466.10 feet to Corner No. 4 at intersection of south end line of Rico Townsite and East Side line of Rico Graveyard; thence North 10 degrees East 165.8 feet to Corner No. 5 identical with Northeast Corner of Rico Graveyard; thence North 80 degrees West 160 feet to Corner No. 6 identical with Northwest Corner of Rico Graveyard, whence Corner No. 3 of Little Ada Claim bears North 0 degrees 36 minutes West 275.02 feet distant; thence North 10 degrees East 301.53 feet to Corner No. 1, the place of beginning.

AND

A tract of land referred to as "Warner K. Patrick Tract" located within Townsite of Rico more particularly described as follows: Beginning at a point in line 1-2 of said Rico Townsite whence Corner No. 1 of said townsite bears North 10 degrees East 151.4 feet; thence South 10 degrees West 374.3 feet along said line 1-2 to a point; thence South 63 degrees 16 minutes West 404.1 feet to Corner No. 1 of Eighty-Eight (88) Lode; thence North 10 degrees East 374.3 feet to Corner No. 6 of Eighty-Eight (88) Lode; thence North 63 degrees 16 minutes East 404.1 feet to place of beginning. EXCEPT that portion conveyed in Book 253 at page 1.

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AND

A tract of land referred to as "Group Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Northeast Corner on line 16-17 in the Townsite of Rico; thence South 10 degrees West 676 feet to the Southeast corner which is also Corner No. 17 of Rico Townsite; thence West 1021.8 feet to the Southwest corner, a post in line 1-2 of the Pasadena Reduction Company Tract; thence North 1 degrees 52 minutes West 1052.6 feet to Northeast Corner of J.M. Acker or Winkfield Claim; thence North 4 degrees 3 minutes West 100 feet to the Northwest corner, a post, thence North 87 degrees 54 minutes East 153.8 feet to a post in the center of River Street; thence South 2 degrees 6 minutes East 350 feet along the center line of River Street to a post; thence South 87 degrees 54 minutes West 30 feet to a post on the west line of River Street; thence South 2 degrees 6 minutes East 600 feet along the West line of River Street to a post; thence North 87 degrees 54 minutes East 476 feet to the Southeast Corner of Block 38; thence North 2 degrees 6 minutes West 560 feet to the Southeast Corner of Lot 21, Block 10; thence North 87 degrees 54 minutes East 116 feet to the Southeast Corner of Block 10; thence North 2 degrees 6 minutes West 54 feet to a post; thence South 68 degrees 42 minutes East 486.1 feet to the place of beginning.

AND

A tract of land referred to as "Roys Tract" located within Townsite of Rico more particularly described as follows: Beginning at the Southeast corner of tract being conveyed whence the Southeast Corner of Block 27 is North 33 degrees 31 minutes 46 seconds East 213.8 feet and Northeast Corner of Tremble Tract is North 81 degrees 11 minutes West 18.4 feet; thence North 1 degrees 52 minutes West 918.7 feet to Northeast Corner (var. 12 degrees 42 minutes East); thence South 88 degrees 8 minutes West 628.6 feet to Northwest Corner (var. 13 degrees 55 minutes East); thence South 1 degrees 52 minutes East 222.5 feet to West angle corner (var. 13 degrees 15 minutes East); thence South 27 degrees 39 minutes East 705.8 feet to Southwest Corner; thence South 81 degrees 11 minutes East 327.3 feet to Southeast Corner, the place of beginning.

AND

A tract of land located within Townsite of Rico bounded as follows:
On the North by the South line of Blocks 12 and 25 and the same line produced to a point 300 feet from, and on the West side of centerline of Rio Grande Southern Railroad as constructed; on the East by Mantz Avenue and Lots 1 to 14, inclusive, of Block 28; on the South by a parcel of land known as Roys Tract; and on the West by a line drawn on the West side 300 feet from and parallel to the centerline of the Rio Grande Southern Railroad as constructed, EXCEPT all that portion conveyed in Deed recorded in Book 197 at page 351. Also described as R.G.S. North Tract. Tract A is included in this description.

AND

A tract of land located within Townsite of Rico bounded as follows:
On the North by a tract of land known as Roys Tract; on the East by a tract of land known as Tremble Tract; on the South by a tract of land known as Winkfield Tract; and on the West by a line drawn on the West side 100 feet from and parallel to centerline of Rio Grande Southern Railroad as constructed. Also described as R.G.S. Tract South.

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A tract of la.. located within Townsite of Ricc :scribed as follows:
A strip of land 50 feet wide on each side of center of wye of Rio Grande Southern Railroad as constructed and all land between the legs of said wye as constructed and extended through that part of Winkfield Tract West of a line 100 feet West of and parallel to the main tract of the Rio Grande Southern Railroad as constructed.

AND

The abandoned Rio Grande Southern Railroad Right-of-way extending through the Townsite of Rico.

AND

Pasadena Reduction Company Tract, as described in documents recorded in Book 66 at page 109, Book 57 at page 333, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

Little Ada Tract North, as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

Little Ada Tract South, as described in documents recorded in Book 66 at page 113, Book 193 at page 342, Book 233 at page 496 and 497 and in Book 238 at page 339.

AND

A tract of land referred to as "F.G. Day Tract" located within Townsite of Rico more particularly described as follows:
Beginning at a point on line 30-31 of the 2nd amended Survey of the Town of Rico at South 10 degrees West 1130 feet from Corner No. 31; thence South 10 degrees West 240 feet to a point; thence South 80 degrees East 717.8 feet to the West line of the Rio Grande Southern Railroad right-of-way; thence North 8 degrees 30 minutes East 240.1 feet to a point; thence North 80 degrees West 724 feet to the place of beginning.

AND

A tract of land referred to as "Tremble Tract" located within Townsite of Rico more particularly described as follows:
Beginning at Southeast Corner of Block 27 (var. 13 degrees 45 minutes East), whence Northeast Corner of same is North 1 degree 55 minutes West; thence South 37 degrees 50 minutes 37 seconds West 222.2 feet to Northeast Corner of tract being conveyed; thence South 4 degrees 3 minutes East 688 feet to Southeast Corner; thence North 81 degrees 11 minutes West 253 feet to Southwest Corner; thence North 4 degrees 3 minutes West 688 feet to Northwest Corner; thence South 81 degrees 11 minutes East 253 feet to Northeast Corner, the place of beginning.

AND

A tract of land referred to as "Winkfield Tract East of River" located within Townsite of Rico more particularly described as

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follows: Beginning at the Northeast Corner whence the Southeast Corner of Block 27 bears North 5 degrees 49 minutes East 866 feet; thence North 88 degrees 11 minutes West 253 feet to Corner No. 2; thence North 27 degrees 17 minutes West 481 feet to Corner No. 3; thence South 22 degrees 12 minutes East 462.1 feet to Corner No. 4; thence South 5 degrees East 200 feet to Corner No. 5; thence South 49 degrees 10 minutes West 451 feet to Corner No. 6; thence South 80 degrees East 652 feet to Corner No. 7; thence North 1 degree 52 minutes West 600 feet to Corner No. 1, the place of beginning, all lying East of the Dolores River.

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CLAIMS LOCATED IN THE RICO MINING DISTRICT (ALSO KNOWN AS THE PIONEER MINING DISTRICT), DOLORES COUNTY, STATE OF COLORADO, THE UNITED STATES PATENT NUMBERS AND THE UNITED STATES MINERAL SURVEY NUMBERS OF WHICH ARE, AND THE PATENT OF WHICH IS FILED IN THE REAL PROPERTY RECORDS OF THE CLERK AND COUNTY RECORDER OF DOLORES COUNTY, COLORADO, AS FOLLOWS:

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CLAIM NAME	PATENT NO.	MINERAL SURVEY NO.
BED ROCK	28253	8030
CHESTNUT	6588	435
COLUMBIA MILLSITE	10202	365B
ELLIOTT MILLSITE	9764	1536B
EVENING CALL	29041	8029
FRANKLIN	7366	564
GOLDEN FLEECE	14294	2261
HILLSIDE	23559	7994
HILLSIDE NO 2	23559	7994
ISABELLE	12321	2039
LUCY	12933	1456
NEW YEAR	15070	1538
TELEGRAPH	7457	780
W. L. STEPHENS	22919	7017
A.B.G.	20385	6726
AETNA	11399	1956
AETNA	21734	6796
IMP	21734	6796
SAW TOOTH	21734	6796
UTE	21734	6796
ALTA (75% INTEREST)	19105	6191
APEX	29042	11583A
CASHIER	37834	15233
WORLDS FAIR	37834	15233
ASPEN	26020	6512
LAST CHANCE	26020	6512
ATLANTIC CABLE	8072	1136

EXCEPT all that part platted into Atlantic Cable Subdivision and a portion of Lots 9, 28, 31 and 32, Block 20, Town of Rico, and that portion conveyed in Book 57 at page 325.

AVALANCHE	10488	1682
AZTEC MILL SITE	10201	367B
BALD EAGLE	28874	10122
CALEDONIA	28874	10122
LITTLE JOHNNY	28874	10122
BELL	28159	5911
BIG BLUE	23558	7365
BARNUM	23558	7365
BIG STRIKE	23428	7601
DENVER	23428	7601
INDEPENDENT	23428	7601
BLACK CHIEF	10485	1649
BLACK CLOUD	24538	8098
PEWTER DOLLAR	24538	8098
BLACK GEORGE	14477	2485
BLACK NIGHT	26510	8135
BRITTLE SILVER	36682	7458
BUCKEYE & MAC	24156	7894

Described as: Beginning at Corner No. 1 of the Buckeye Lode, which corner is common with Corner No. 1 of the Mac Lode, whence the West Quarter Corner of Section 23, Township 40 North, Range 11 West, N.M.P.M., bears North 54 degrees 48 minutes West 1784.2 feet; thence North 45 degrees East 300.0 feet to Corner No. 2 of the Buckeye Lode; thence South 45 degrees East 248.58 feet to the 1/6 Southeast corner of the Buckeye Lode; thence South 45 degrees West 300.00 feet to the Southwest Corner of the Buckeye Lode, which corner is common with the 1/6 Southeast Corner of the Mac Lode; thence South 45 degrees West 300.0 feet to the 1/6 Southwest Corner of the Mac Lode; thence North 45 degrees West 248.58 feet to Corner No. 4 of the Mac Lode; thence North 45 degrees East 300.0 feet to Corner No. 1 of the Mac Lode, the point of beginning.

BUEHLER	1178832	20738
BULLION	23279	7599
BURCHARD	27326	8070
HARDSCRABBLE	27326	8070
LITTLE MAGGIE	27326	8070
C.H.C. (15/16 INTEREST)	9213	1040
C.S.H.H.	19757	6286

CASELTON	1179249	20740
C.H.R.	1179249	2074
SLIDE	1179249	2074
LITTLE JACK HORNER	1179249	20740
SLIDE TOP	1179249	20740
TIMBERLINE	1179249	20740
TOM THUMB	1179249	20740
CATALPA (1/2 INTEREST)	8071	918
CATSKILL	21923	7062
CEREBUS	646888	19665
X-RAY	646888	19665
LITTLE CASPER	646888	19665
GOLIATH	646888	19665
CLAN CAMPBELL	16318	1807
COBBLER	17663	5274
CONFIDENCE	9722	1447
CONNECTING LINK	22442	7310
CONTACT	20780	6895
CONFIDENCE	20780	6895
CORNUCOPIA	32435	11667
CREBEC	18911	6130
CROSS	7927	940
D. AND B. B.	25142	8539
DAYTON	23427	2540
DAYTON NO. 2	33881	11636
DUDE	22064	7049
DUDESS	22064	7049
DURANGO	9254	1441
EIGHTY-EIGHT (88)	22232	7348

EXCEPT all that part included in the tract known as Warren K. Patrick Tract lying within the Townsite of Rico,and that part conveyed in Book 253 at page 1.

ELLA D.	19106	5659
ELLIOTT	9764	1536A
ENTERPRISE	28422	5916
ETHELENA (245/256 INT)	10765	6136
EUREKA	11017	1880
EUREKA	28924	6285
EVENING STAR	26956	7565
CONTENTION NO. 2	26956	7565
EXCELSIOR	26905	8141
EXCELSIOR NO. 2	26905	8141
EXCELSIOR	9668	1451A
EXCELSIOR MILLSITE	9668	1451B
EXCHEQUER	17909	5132
PREMIER	17909	5132
BOURBON	17909	5132
LOTA	19252	6154
LOTTIE	26323	8223
MAID OF AUSTRALIA	14553	1587
MAJOR	6494	384
MAMMOTH	1107369	20500
MARIQUITA	9666	1450
MARY	19532	6205
MATCHLESS	21733	6739
MC INTIRE	29857	12302
MELVINA	3551	620
MERRIMAC	8170	926
MERVIN	1115034	20619
MARTHA	1115034	20619
MILAN	9665	1449
MILLIE	36498	7988
MOUNTAIN BOY	1062424	20387
MONARCH	1062424	20387
MOUNTAIN MONARCH	10013	1454
N.A. COWDREY	20180	6317
NEW DISCOVERY	10483	1461A
NEW DISCOVERY MILLSITE	10483	1461B
NEWMAN	14757	436A
NIGHT WATCH	23277	5976
NORA LILLEY	12559	1010
ONTARIO	19246	5923
PAYMASTER	8253	997
PELICAN	6702	363
PERU	9664	1455
PHOENIX	6701	362
PIGEON	7541	665
PITTSBURGH	7928	941
PLUTO	21101	6985
PRINCETON (63/64 INT)	19530	2258
REDEEMER	30264	12304
RICHMOND	19395	6338
ROBBER STATE	10126	1464
ROGER TICHBORNE	23828	7784
S.M.G.	29831	7986
SAM PATCH	25545	8031
HOME	25545	8031
SANTA CLARA	7519	664
SANTA CRUZ (WEST 1/2)	25864	6132
SELENIDE	36681	7459
SHAMROCK	20389	5832
SILVER AGE	40574	5831
SILVER BELT	27914	8020
ROYAL TURK	27914	8020
SILVER CACHE	11225	1655
SILVER GLANCE	29519	6201

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FALCON	12270	[illegible]
FLORENCE	9667	145[illegible]
FLORENCE MILLSITE	9667	145
FRACTION	30807	11814
GEM OF BEAUTY	9663	1164
GEN. O. O. HOWARD	16680	2478
GENERAL LOGAN	16416	2476
GENERAL SHERIDAN	14426	2479
GENERAL SHERMAN	16417	2477
GERTIE	9508	781
GIPSY	14476	2499
GOLDEN AGE	34279	5956
GRAND VIEW	6761	383
GROUP MILLSITE	29042	11583B
H.B. (2/3 INTEREST)	22008	7013
E.R.G. (2/3 INTEREST)	22008	7013
H.C.P.	23635	7548
HALF LOAF	28486	8017
HIGHLAND CHIEF	28486	8017
LOWLAND CHIEF	28486	8017
LITTLE LULU	28486	8017
LITTLE GEORGE	28486	8017
SHEHOCTON	28486	8017
NANCY HANKS	28486	8017
LITTLE GEORGE EXTENSION	28486	8017
G.L.P.	28486	8017
HAL POINTER	28486	8017
HARVEY	9129	914
HELEN C.	29929	7977
HIAWATHA	28323	6393
HOMESTAKE & LITTLE CORA CONSOLIDATED PLACER	14903	410
West of Dolores River		
HONDURAS	24157	7843
HOPE	7929	939
INGERSOLL	11224	413
IRON CAP	14897	1428
IRON ROD	26509	8140
KEARNEY	17744	5133
KITCHEN	28322	5917
LAST CHANCE	1060874	20388
LAST CHANCE	27745	8622
LAURA	21317	5913
LEAP YEAR	18985	6105
LELIA DAVIS	9765	1256
LITTLE BERNARD	20177	6406
LITTLE CARRIE	35680	6960
LONE TREE	29858	12303
LOOKOUT	10462	1683
SILVER GLANCE NO. 2	29519	6201
SILVER GLANCE NO. 4	28485	7976
SKEPTICAL NO. 1	14292	1900
SMUGGLER	18913	5912

EXCEPT all that portion described as Lots 10 to 24 inclusive, and Lots 26 to 28, inclusive, of Block 18; Lots 11 to 12, inclusive, and Lots 30 to 31, inclusive, of Block 19; Lots 21 to 22, inclusive, and a portion of Lots 28, 31 and 32 of Block 20, Town of Rico.

SNOW FLAKE	19248	6216
SNOWFLAKE	25700	5909
SONG BIRD	28294	6392
SOUTH PARK (1/12 INT)	23203	1563
STANLEY NO. 1 (2/3 INT)	19393	6095
STANLEY NO. 3 (2/3 INT)	19393	6095
STANLEY NO. 2 (5/6 INT)	19393	6095
STAR	19756	6199
STAR ROUTE	19104	5970
STEPHANITE	37553	7980
STONY POINT	16727	1489
SUN UP	18912	5910
SWANSEA	6580	434
SYNDICATE	17739	2185A
THOMPSON	29115	6394
TIP TOP	9424	1248
TRAILS END	1111727	20568
DEVIDE	1111727	20568
TRIANGLE	1111575	20347
TRIANGLE	1178833	20739
UNCLE NED	7747	915
UNDINE	8132	1090
VESTAL	19531	6252
WABASH	7492	617
WEIMAR	20178	6513
YANKY BOY	21107	6969
YELLOW JACKET	6703	364
ZONA K.	26370	8228
ZULU	9723	1457

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