

1 Filed June 17 1966

NO. 2722

2 Paul Shangle, Clerk

3 By _____, Deputy

4 IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF
5 NEVADA, IN AND FOR THE COUNTY OF EUREKA

6 COMBINED PRODUCTION ASSOCIATES, LTD.,
7 a corporation,

8 Plaintiff,

9 vs.

10 W. E. EDGAR and MARVELLE EDGAR, his wife;
11 WILLIS L. EDGAR and JESSIE M. EDGAR, his
12 wife; J. W. EDGAR and EVELYN EDGAR, his wife;
13 J. M. EDGAR and LEOLA EDGAR, his wife; LEON
14 BELAUSTEGUI and MRS. LEON BELAUSTEGUI, his
15 wife; T. G. EDGAR; R. D. MORRIS and VIRGINIA
16 MORRIS, his wife; M M & S EXPLORATION COMPANY,
17 a corporation; JULIUS MAIER and MARGOT MAIER;
18 JULIUS MAIER CO., a corporation; ARNBLEICH
19 CO.; ALEX INTRATOR; ARMAND V. CARNEVALE; GITL
20 BIALER; NORMAN SAMUELS; KURT MAIER; LILO ACKERMAN;
21 ELIZABETH C. WALKER; TILDA REDWAY; WILLIAM DOEHLER;
22 BESS DOEHLER; PETER ALSBERG; HILDA ALSBERG;
23 ROBERT KOETSCH; DR. VERNON WEINSTEIN; MARJORIE
24 WEINSTEIN; THE SIERRA NEVADA COMPANY, a
25 corporation; and HAL T. HALL and MILDRED
26 HANCOCK,

27 Defendants,

28 and

29 M M & S EXPLORATION COMPANY,

30 Cross-Defendant.

31 JUDGMENT AND DECREE

The foregoing action having been tried by the Court,
without a jury, and the Court having heretofore made and filed
its Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. That Plaintiff's Complaint against the Defendant,
LILO ACKERMAN, be and the same hereby is dismissed.
2. That Plaintiff's Complaint against the Defendant,

1 MILDRED HANCOCK, be and the same hereby is dismissed.

2 3. That Plaintiff's Complaint against the Defendant,
3 HAL T. HALL, be and the same hereby is dismissed.

4 4. That the interest of Plaintiff and the Defendants
5 JULIUS MAIER, MARGOT MAIER, JULIUS MAIER CO., a corporation,
6 ARNBLEICH CO., ALEX INTRATOR, ARMAND V. CARNEVALE, GITL BIALER,
7 NORMAN SAMUELS, KURT MAIER, ELIZABETH C. WALKER, TILDA REDWAY,
8 PETER ALSBERG, HILDA ALSBERG, ROBERT KOETSCH, DR. VERNON WEINSTEIN,
9 MARJORIE WEINSTEIN, THE SIERRA NEVADA COMPANY, a corporation,
10 and all other lessees, and the assignees or successors in interest
11 of lessees, named in that certain Amendment to Mining Lease and
12 Options dated November 29, 1962, and recorded in Book H of
13 Miscellaneous Records at Page 308, Official Records of Eureka
14 County, Nevada, was terminated and forfeited with regard to the
15 Blue Star, Blue Star No. 1 and Blue Star No. 2 mining claims,
16 situated in Sec. 4, T. 35 N., R. 50 E., M.D.B. & M., Eureka County,
17 Nevada, and that none of said lessees have any interest as
18 lessees in and to such mining claims, or any rights to exercise
19 any option to purchase same as may have been granted by such
20 Amendment to Mining Lease and Options, nor any right to possession
21 of such mining claims.

22 5. That as to the Blue Star No. 1 through No. 20,
23 Blue Star No. 24 through No. 29 and Blue Star No. 33 through 35
24 Mining Claims situated in Section 4, T. 35 N., R. 50 E., M.D.B.
25 & M., Eureka County, Nevada, the aforesaid Amendment to Mining
26 Lease and Options is an existing, valid and binding agreement
27 between the Defendants WILLIS L. EDGAR and JESSIE M. EDGAR, R.
28 D. MORRIS, and J. M. EDGAR and LEOLA EDGAR as lessors and the
29 parties named in said Amendment to Mining Lease and Options as
30 lessees, subject to the continued performance by lessees of the
31 promises, covenants and agreements contained therein.

6. That WILLIS L. EDGAR and JESSIE M. EDGAR, his wife, are the owners of an undivided one-fourth interest in and to the above described Blue Star, Blue Star No. 1 and Blue Star No. 2 mining claims, subject to the paramount title of the United States, free and clear of any claims of the lessees named in the above described Amendment to Mining Lease and Options, or of their assignees or successors in interest.

7. That W. E. EDGAR and MARVELLE EDGAR, his wife, are the owners of an undivided one-fourth interest in and to the above described Blue Star, Blue Star No. 1 and Blue Star No. 2 mining claims, subject to the paramount title of the United States, free and clear of any claims of the lessees named in the above described Amendment to Mining Lease and Options, or of their assignees or successors in interest.

8. That LEON BELAUSTEGUI is the owner of an undivided one-fourth interest in and to the above described Blue Star, Blue Star No. 1 and Blue Star No. 2 mining claims, subject to the paramount title of the United States, free and clear of any claims of the lessees named in the above described Amendment to Mining Lease and Options, or of their assigness or successors in interest.

9. That J. W. EDGAR and EVELYN EDGAR, his wife, have the legal title and a valid vendor's lien on an undivided one-fourth interest in and to the above described Blue Star, Blue Star No. 1 and Blue Star No. 2 mining claims, subject to the paramount title of the United States. The Court reserves jurisdiction of this matter and grants the Plaintiff a period of 15 days after notice of entry of judgment to submit additional evidence to this Court that within the time ordered by the Supreme Court of the State of Utah, in Action No. 10440, in the action entitled "J. W. EDGAR, aka JIM EDGAR and EVELYN EDGAR, his

1 wife, Plaintiffs and Respondents, vs. COMBINED PRODUCTION
2 ASSOCIATES, LTD., a Utah corporation, and A. B. THOMAS, Defendant
3 and Appellant" that it paid the judgment theretofore ordered by
4 the District Court in and for Salt Lake County, State of Utah, in
5 Civil Action No. 146067, and received a deed to said property, or
6 that said District Court relieved defendant from such judgment,
7 as authorized by said Supreme Court upon the conditions therein
8 stated. Upon the failure of the Plaintiff to submit such evidence
9 within said 15 day period, the portion of the judgment contained
10 in this paragraph 9 shall become final.

11 10. That with respect to the Blue Star No. 1 through
12 20, Blue Star No. 24 through 29 and Blue Star No. 33 through 34
13 mining claims hereinabove described, that WILLIS L. EDGAR and
14 JESSIE M. EDGAR, his wife, are the owners of an undivided one-
15 third interest; J. M. EDGAR and LEOLA EDGAR, his wife are the
16 owners of an undivided one-third interest; and R. D. MORRIS is
17 the owner of an undivided one-third interest, subject to the
18 paramount title of the United States, and subject to the terms
19 of that certain Amendment to Mining Lease and Options dated
20 November 29, 1962 and hereinabove described.

21 11. That M M & S EXPLORATION COMPANY is the owner of
22 a 4% royalty interest in and to an undivided one-half interest
23 in the Amendment to Mining Leases and Options, dated November 29,
24 1962, insofar as it affects the Blue Star No. 1 through 20, Blue
25 Star No. 24 through 29 and Blue Star No. 33 through 35, upon the
26 terms and conditions of an assignment from Plaintiff to M M & S
27 EXPLORATION COMPANY dated September 8, 1961, which royalty inter-
28 est is subordinate to the paramount title of the owners of said
29 claims defined in paragraph 10 of this Judgment and Decree.

30 12. That Judgment is hereby entered in favor of WILLIS
31 L. EDGAR and JESSIE M. EDGAR, his wife, and against Plaintiff in

1 the sum of \$2,500.00, plus interest at the rate of 7% per annum
2 until paid, for unpaid royalties and rentals.

3 13. That Judgment is hereby entered in favor of W. E.
4 EDGAR and MARVELLE EDGAR, his wife, and against Plaintiff in the
5 sum of \$2,500.00, plus interest at the rate of 7% per annum until
6 paid, for unpaid royalties and rentals.

7 14. That Judgment is hereby entered in favor of LEON
8 BELAUSTEGUI, and against Plaintiff in the sum of \$2,200.00, plus
9 interest at the rate of 7% per annum until paid, for unpaid
10 royalties and rentals.

11 15. That Judgment is hereby entered in favor of J. W.
12 EDGAR and EVELYN EDGAR, his wife, and against Plaintiff in the
13 sum of \$1,700.00, plus interest at the rate of 7% per annum until
14 paid, for unpaid royalties and rentals.

15 16. That Judgment is hereby entered in favor of
16 M M & S EXPLORATION COMPANY and against Plaintiff in the sum of
17 \$1,750.00 plus interest at the rate of 1% per annum from June 1,
18 1963 until paid.

19 17. That Judgment is hereby entered in favor of J. M.
20 EDGAR and LEOLA EDGAR, his wife, W. E. EDGAR and MARVELLE EDGAR,
21 his wife, WILLIS L. EDGAR and JESSIE M. EDGAR, his wife, J. W.
22 EDGAR and EVELYN EDGAR, his wife, LEON BELAUSTEGUI and R. D.
23 MORRIS and against the Plaintiff in the sum of \$15,000.00 for
24 damages, together with interest thereon at the rate of 7% per
25 annum from the date hereof.

26 18. That W. E. EDGAR and MARVELLE EDGAR, WILLIS L.
27 EDGAR and JESSIE M. EDGAR, J. W. EDGAR and EVELYN EDGAR, LEON
28 BELAUSTEGUI and MRS. LEON BELAUSTEGUI, J. M. EDGAR and LEOLA
29 EDGAR, R. D. MORRIS and VIRGINIA MORRIS, and M M & S EXPLORATION
30 COMPANY are hereby awarded their costs of suit as against Plain-
31 tiff.

19.

With reference to any duplication in names or location, wherein the Court has referred to the Blue Star, Blue Star No. 1 and Blue Star No. 2 mining claims and wherein the Court has referred to the Blue Star No. 1 through No. 20 Claims, which would include a certain duplication, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the location of the Blue Star, Blue Star No. 1 and Blue Star No. 2 mining claims, referred to hereinabove in paragraphs numbered 4, 6, 7, 8 and 9 shall be those claims as defined in that certain Map and Plat, agreed to by the parties and admitted herein in evidence, and which claims were located in 1943 and 1944; that with reference to the mining claims described as Blue Star No. 1 through No. 20, referred to hereinabove in paragraphs No. 5, 10 and 11, that in so far as such claims overlap the Blue Star, Blue Star No. 1 and Blue Star No. 2, that they are subordinate to the Blue Star, Blue Star No. 1 and Blue Star No. 2, and that the parties named hereinabove in paragraph numbered 10 own those portions of the Blue Star No. 1, 2, 3, 4, 13, 14, 15 and 16, or such fractional portions thereof, as do not overlap the Blue Star, Blue Star No. 1 and Blue Star No. 2 mining claims, as set forth on such map and plat.

The portion of the Judgment contained in paragraph 9 of this Judgment and Decree being severable from the Judgment respecting the remaining multiple issues and parties, and the remaining portions of the Judgment not being dependent upon the relief granted or provided for in said paragraph 9, and there being no just cause for delay, all portions of this Judgment and Decree with the exception of paragraph 9 are hereby made final. The portion of the Judgment and Decree contained in paragraph 9 shall become final as ordered therein.

DATED this 13th day of June, 1966.

John J. Seyler
DISTRICT JUDGE

STATE OF NEVADA,
COUNTY OF EUREKA.

I, Joan Shangle County Clerk and ex-officio Clerk of the Third Judicial District Court of the State of Nevada, Eureka County, do hereby certify that the annexed is a full, true and correct copy of Judgment and Decree #2722 as appears as of record and on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand officially and affixed the Seal of said Court, at my office in the town of Eureka, this 7th day of February, A. D. 1968

Joan Shangle County Clerk,
 And ex-officio Clerk of the District Court, Eureka County.

By _____, Deputy.

RECORDED AT THE REQUEST OF
 M. H. White
 on February 7 19 68
 at 10 mins. past 11 A. M.
 in Book 22 of OFFICIAL
 RECORDS, page 283-289 RECORDS
 OF EUREKA COUNTY, NEVADA
Walter C. McTeer
 Recorder
 File No. 46065 Fee \$ 9.00