

MINUTES of the regular meeting of the Board of Directors of the ANACONDA COPPER MINING COMPANY, held at the office of the Company, No. 25 Broadway, New York, N. Y., on Thursday, September 24, 1936, at 11:45 o'clock A. M.

PRESENT, the following Directors:

Messrs. Cornelius Kelley, Robert E. Dwyer, Andrew J. Miller, Grayson M.-P. Murphy, William C. Potter, James H. Perkins, John A. Coe and William D. Thornton.

ABSENT: Mr. James R. Hobbins.

The meeting was duly organized. On motion duly made, seconded and unanimously adopted, Mr. Cornelius F. Kelley, President of the Company, was chosen Chairman of the meeting, and Mr. David B. Hennessy, Secretary of the Company, Secretary thereof.

The minutes of the regular monthly meeting of the Board of Directors of the Company held on August 27, 1936, were read, and, on motion duly seconded, approved.

The Chairman submitted for the consideration of the Directors a financial statement for the eight months ended August 31st, 1936.

On motion duly made, seconded and adopted, the statement was approved and a copy ordered filed in the office of the Secretary.

On motion duly made, seconded and carried, the following resolution was unanimously adopted:

WHEREAS, a recapitulation of expenditures authorized on account of Construction Appropriations and Miscellaneous Expenditures from June 25th, 1936 to September 24th, 1936, inclusive, has been made and scheduled by the General Auditor of the Company as set forth in his letter addressed to the President and Board of Directors of the Company under date of September 24th, 1936, showing an aggregate expenditure of One Hundred Fifteen Thousand, Four Hundred Eighty & 77/100 Dollars (\$115,480.77) to September

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24th, 1936.

NOW, THEREFORE, BE IT RESOLVED, That the action of the officers of the Company in making appropriations for Construction and Miscellaneous Expenditures aggregating One Hundred Fifteen Thousand, Four Hundred Eighty & 77/100 Dollars (\$115,480.77) to September 24th, 1936, made up as aforesaid of the detailed items embodied in the letter of the General Auditor of the Company be, and the same is hereby ratified, approved and confirmed, and that each and every item of expenditure made or appropriated, embraced in the said letter of said General Auditor of the Company is hereby fully ratified, approved and confirmed as fully and completely as though each item were separately considered, and separate action in confirmation of each of said items duly taken by the Board of Directors; and

BE IT FURTHER RESOLVED, That the said letter and report of the General Auditor of the Company be, and the same is hereby ordered filed with the Secretary of the Company and made a permanent file of the Company in connection with this resolution.

On motion duly made, seconded and carried, the following resolution was unanimously adopted:

WHEREAS, a recapitulation of expenditures authorized on account of purchases of mines, mining claims, and lands from December 26th, 1935 to September 24th, 1936, inclusive, has been made and scheduled by the General Auditor of the Company as set forth in his letter addressed to the President and Board of Directors of the Company under date of September 24th, 1936, showing an aggregate expenditure of Thirty Thousand, Seven Hundred Fifty-eight & 70/100 Dollars (\$30,758.70) to September 24th, 1936.

NOW, THEREFORE, BE IT RESOLVED, That the action of the officers of the Company in making appropriations for purchases of said mines, mining claims, and lands embodied in said letter of the General Auditor be, and the same is hereby ratified, approved and confirmed, and that each and every item of expenditure made or appropriated, embraced in said letter is hereby fully ratified, approved and confirmed as fully and completely as though each item were separately considered and separate action in confirmation of said item duly taken

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by the Board of Directors; and

BE IT FURTHER RESOLVED, That the said letter and report of the General Auditor of the Company be, and the same is hereby ordered filed with the Secretary of the Company, and made a permanent file of the Company in connection with this resolution.

On motion duly made, seconded and carried, the following resolution was unanimously adopted:

WHEREAS, a recapitulation of expenditures authorized on account of Miscellaneous Purchases of shares of stock from December 26th, 1935 to September 24th, 1936 inclusive, has been made and scheduled by the General Auditor of the Company as set forth in his letter addressed to the President and Board of Directors of the Company under date of September 24th, 1936, showing an aggregate expenditure of One Hundred Eleven Thousand, Six Hundred Twelve & 50/100 Dollars (\$111,612.50) to September 24th, 1936.

NOW, THEREFORE, BE IT RESOLVED, That the action of the officers of the Company in making appropriations for Miscellaneous Purchases of shares of stock aggregating One Hundred Eleven Thousand, Six Hundred Twelve & 50/100 Dollars (\$111,612.50), made up as aforesaid of the detailed items embodied in the letter of the General Auditor of the Company be and the same is hereby ratified, approved and confirmed, and that each and every item of expenditure made, or appropriated, embraced in the said letter of said General Auditor of the Company is hereby fully ratified, approved and confirmed as fully and completely as though each item were separately considered and separate action in confirmation of each of said items duly taken by the Board of Directors; and

BE IT FURTHER RESOLVED, That the said letter and report of the General Auditor of the Company be, and the same is hereby ordered filed with the Secretary of the Company, and made a permanent file of the Company in connection with this resolution.

On motion duly made, seconded and carried, the follow-

ing resolution was unanimously adopted;

WHEREAS, Inspiration Consolidated Copper Company is indebted to this Company upon notes in the aggregate principal amount of \$7,643,000. which mature September 30th, 1936.

RESOLVED, that the Officers of this Company be and they are hereby authorized and empowered to extend to a date not later than March 31st, 1937 the time for the payment of the principal and interest on said notes, interest from September 30th, 1936 to be at annual rate of 5%.

On motion duly made, seconded and unanimously adopted, it was

RESOLVED, that The Chase National Bank of the City of New York, Produce Exchange Branch, is hereby authorized to pay or otherwise honor any and all checks, drafts or other orders issued from time to time, for and on behalf of this corporation when signed by either of the following Officers, to-wit: Treasurer or Assistant Treasurer, inclusive of any such in favor of either of the said Officers, and to debit the same to the "Special Account" then maintained with Produce Exchange Branch of said Bank, and is also hereby authorized to receive, as the act of this corporation, reconciliements of accounts when signed in like manner.

The Chairman stated that there are outstanding 13,650 shares of stock of Anaconda Lead Products Company of the par value of \$50 per share, all of which are owned by this Company; that said Anaconda Lead Products Company owns and operates a plant for the production of white lead in East Chicago, Indiana, located on land leased from International Smelting and Refining Company; and he proposed that the stock of said Anaconda Lead Products Company be sold to International Smelting and Refining Company, a wholly-owned subsidiary, for 13,500 shares of the stock of said International Smelting and Refining Company with a total par value of \$1,012,500. There was presented to the meeting a balance sheet of Anaconda Lead Products Company as of August 31, 1936.

On motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that this Company sell and transfer to International Smelting and Refining Company 13,650 shares of the stock of Anaconda Lead Products Company, being the entire issue, in exchange for 13,500 full-paid and non-assessable shares of the stock of International Smelting and Refining Company having a total par value of \$1,012,500.

On motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that the action of the Officers of this Company in executing in the name and in behalf of this Company, the following Deeds and Easement, is hereby ratified, approved and confirmed:

THIS INDENTURE, made and entered into this 26th day of August, A. D. 1936, by and between ANACONDA COPPER MINING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Montana, party of the first part, and THOMAS LEONARD HORAN, whose post office address is Butte, Silver Bow County, Montana, party of the second part, WITNESSETH:

That said party of the first part, for and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations to it paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, the following described property, to wit:

A portion of the surface only of Survey No. 1327, Dives Lode, Lot 188 and of Survey No. 486, Steward Lode, Lot 53, situated in Section 13, Township 3 North, Range 8 West, Silver Bow County, Montana, described as follows, to wit:

Beginning at the Southwest corner of the tract herein described, a point on the North boundary of Woolman Street from which the Southwest Cor. No. 3 of Sur. No. 1327, Dives Lode bears S. 45° 30' W., 197.8 ft. and running thence N. 6° W., 58.5 ft., to a point in a fence, thence N. 84° E., along said fence, 40 ft., thence S. 6° E., 58.5 ft., to the North boundary of Woolman St., thence S. 84° W., 40 ft., along the North Boundary of Woolman St. to the place of beginning, being Lot 23 of the unofficial Dives Addition and its extension Northerly on Survey No. 486, Steward Lode.

There is expressly excepted from this grant, and from the operation thereof, and reserved unto the grantor herein, all mines, minerals and metals, veins, leads, lodes and ledges, and mineral and quartz bearing earth, rock and deposits beneath the

surface thereof, or within or belonging to the above described lot, piece or parcel of ground, and also all extralateral rights on all veins apexing therein or appurtenant to or belonging to said above described lot, piece or parcel of ground, and under the streets and alleys adjoining the same; together with the right on the part of the grantor herein, its lessees and assigns, to enter beneath the surface of the above described and granted lot, piece or parcel of ground, and of the adjacent streets and alleys, and mine, prospect for and extract any and all of said ores, minerals, metals and mineral and quartz bearing earth and rock within or belonging to the above described and granted lot, piece or parcel of ground, and the streets and alleys adjacent thereto, by and through underground workings, beneath a horizontal plane parallel to and one hundred (100) feet below the natural surface of said premises, and of the said streets and alleys adjacent thereto.

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

TO HAVE AND TO HOLD, all and singular, the said above described lot, piece or parcel of land, together with the appurtenances thereto incident, unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto signed by its Vice-President thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its Assistant Secretary, this 26th day of August, A. D. 1936.

ANACONDA COPPER MINING COMPANY,

(C. S.)

By J. R. HOBBINS,
Its Vice President.

ATTEST:

K. B. FRAZER,
Its Assistant Secretary.

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STATE OF MONTANA,

ss.

County of Silver Bow.

On this 26th day of August, in the year 1936, before me, J. D. Murphy, a Notary Public within and for said county and state, personally appeared J. R. HOBBS, known to me to be the Vice-President of the Anaconda Copper Mining Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

J. D. MURPHY

(N.S.)

Notary Public for the State of Montana,
Residing at Butte, Montana.
My commission expires October 13, 1938.

QUITCLAIM DEED.

THIS INDENTURE, made the 28th day of August, 1936, between ANACONDA COPPER MINING COMPANY, a Montana corporation, party of the first part, and HORACE H. KOESSLER, whose residence and postoffice address is Seely Lake, Missoula County, Montana, party of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, and other valuable consideration to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, does remise, release and forever quitclaim unto the said party of the second part, the timber and timber growth now located or hereafter standing or growing upon:

A tract of land located in the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 32, Township 16 North of Range 13 West, and in the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 5, Township 15 North of Range 13 West, described as follows:

Beginning at a point on the section line between Sections 32 and 5, above described, the place of beginning, from which the section corner common to Sections 5 and 6, Township 16 North of Range 13 West, and Sections 31 and 32, Township 16 North of Range 13 West, bears west 1520 feet; thence South 100 feet to a point; thence South 45° East, 370 feet; thence North 5° East, 940 feet; thence West 240 feet; thence South 11° West, 600 feet, to the place of beginning, and containing an area of 5.5 acres of land, more or less in the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section 5, Township 15 North of Range 13 West, and in the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 32, Township 16 North of Range 13 West, in Powell County, Montana.

A L S O: The timber and timber growth now located or hereafter standing or growing upon:

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A tract of land in the Northeast quarter of the North-

east quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 5, Township 15 North of Range 13 West, described as follows:

Beginning at a point on the north section line of Section 5, Township 15 North, Range 13 West, 575 feet west of the northeast corner of the last above described section, the place of beginning; thence South 22° 50' East, 575 feet; thence West 350 feet; thence North 51° West, 210 feet; thence North 27° West 425 feet; thence East 470 feet; to the place of beginning, and containing 5.50 acres of land, more or less, in the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), Section 5, Township 15 North, Range 13 West, in Powell County, Montana.

TOGETHER with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said party of the second part, and to his heirs and assigns, forever.

IN WITNESS WHEREOF, said party of the first part has caused this instrument to be executed in its corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, the day and year first above written.

ANACONDA COPPER MINING COMPANY,

(C.S.)

By J. R. HOBBINS,
Its Vice President.

ATTEST:

K. B. FRAZER,
Its Asst. Secretary.

STATE OF MONTANA :
 : ss.
County of Silver Bow:

On this 28th day of August, 1936, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. R. HOBBINS, known to me to be an Officer, to-wit, Vice President, of ANACONDA COPPER MINING COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

(N.S.) J. D. MURPHY,
Notary Public for the State of Montana
Residing at Butte, Montana.
My Commission expires October 13, 1938.

THIS INDENTURE, Made and entered into this 2nd day of September, 1936, by and between ANACONDA COPPER MINING COMPANY, a Montana corporation, party of the first part, and R. A. RUENAUVER, whose post office address is Plains, Sanders County, Montana, party of the second part, WITNESSETH:

That said party of the first part, for and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations to it paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, forever, the following described property, situated, lying and being in the County of Sanders, State of Montana, to wit:

North Half (N $\frac{1}{2}$) of Section Five (5), Township Twenty (20) North, Range Twenty-six (26) West M. P. M., containing three hundred twenty(320) acres.

It is the understanding and intention of the parties hereto that the party of the first part, its agents, servants and contractors, and its successors or assigns, specifically reserve the right to log over and across the lands herein described whenever in the usual course of business it may become necessary, advisable or convenient for the party of the first part, its agents, servants, contractors, successors or assigns, to transport logs over and across the land herein conveyed; that is to say, the said party of the first part, its agents, servants and contractors, as well as its successors and assigns, reserve a dominant and superior easement and right of way across the land hereinabove conveyed, for the purpose of constructing logging roads and logging railroads over which to transport logs and other forest products, and goods, supplies and material used in connection with the logging operations of the party of the first part, its successors or assigns; it being the purpose and intention of the parties hereto that such use by the party of the first part shall not be permanent and that all tracks and other obstructions will be removed by the party of the first part upon the completion of any particular logging operation in connection with which such use may be enjoyed.

It is the understanding and intention of the parties hereto that this conveyance is also made subject to any and all railroad rights of way, and easements, heretofore granted or now existing upon the above described premises, for railroad purposes

and for the purpose of ditches, water-ways and pipe-lines, telephone, telegraph and electric transmission lines, and any and all easements and rights in the public for any road or roads heretofore laid out or established or now existing over or across any part of said above described premises.

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

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

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

ANACONDA COPPER MINING COMPANY,

(C.S.)

By J. R. HOBBS,
Its Vice President.

ATTEST:

K. B. FRAZER,
Its Assistant Secretary.

STATE OF MONTANA,
ss.
County of Silver Bow.

On this 2nd day of September, in the year 1936, before me, J. D. Murphy, a Notary Public within and for said County and State, personally appeared J. R. HOBBS, known to me to be the Vice President of the Anaconda Copper Mining Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

(N. S.)

J. D. MURPHY,
Notary Public for the State of Montana,
residing at Butte, Montana.
My Commission expires October 13, 1938.

THIS INDENTURE, Made and entered into this 3rd day of September, 1936, by and between ANACONDA COPPER MINING COMPANY, a Montana corporation, party of the first part, and JEANNETTE SCOTT,

a widow, whose post office address is Butte, Silver Bow County, Montana, party of the second part, WITNESSETH;

That said party of the first part, for and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations to it paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, her heirs and assigns, forever, the following described property, situated, lying and being in the County of Silver Bow, State of Montana, to wit:

The surface only of that portion of the Spruce Lode, Survey No. 772, in Section 24, Township 3 North, Range 8 West, Silver Bow County, Montana, more particularly described as follows, to wit:

Beginning at the northeast corner of the tract herein described, from which the northeast corner No. 1 of said Spruce Lode bears N. 3° 24' E., 297.29 ft., and running thence, along the west boundary of Montana St., S. 0° 35' E., 45.02 feet to the northeast corner of Lot 1, Block 1, of the Storey Addition; thence S. 89° 03' W., 100 feet, along the North boundary of said Lot 1, Block 1, of the Storey Addition, to the northwest corner of said Lot 1, Block 1, of the Storey Addition; thence N. 0° 35' W., 45.72 ft. to the south boundary of Iron Street, thence N. 89° 32' E., along the south boundary of Iron St., 100 feet to the place of beginning.

Expressly excepting and reserving from said grant, however, and from the operation thereof, all mines, minerals, metals, veins, leads, lodes and ledges and mineral and quartz bearing earth, rock and deposits beneath the surface thereof or within or belonging to the above described lot, piece or parcel of ground, and also all extralateral rights on all veins apexing therein or appurtenant or belonging to said land and under the streets and alleys adjoining the same, together with the right on the part of the said party of the first part herein, its successors and assigns, to enter beneath the surface of the above described lot, piece or parcel of ground and of the adjacent streets and alleys and mine, prospect for and extract any and all of said ores, minerals, metals and mineral and quartz bearing earth and rock within or belonging to the above described lot, piece or parcel of ground and the streets and alleys adjacent thereto, by and through underground workings beneath a horizontal plane parallel to and fifty (50) feet below the natural surface of said premises, and of the said streets and alleys adjacent thereto.

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

TO HAVE AND TO HOLD, all and singular, the said above described lot, piece or parcel of land, together with the appurtenances thereto incident, unto the said party of the second part, her heirs and assigns forever.

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

(C. S.)

ANACONDA COPPER MINING COMPANY,

By J. R. HOBBS,
Its Vice President.

ATTEST:

K. B. FFAZER,
Its Assistant Secretary.

STATE OF MONTANA,

ss.

County of Silver Bow.

On this 3rd day of September, in the year 1936, before me, J. D. Murphy, a Notary Public within and for said County and State, personally appeared J. R. HOBBS, known to me to be the Vice President of the Anaconda Copper Mining Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

(N.S.)

J. D. MURPHY,
Notary Public for the State of Montana,
residing at Butte, Montana.
My Commission expires October 13, 1938.

THIS INDENTURE, Made and entered into this 3rd day of September, 1936, by and between ANACONDA COPPER MINING COMPANY, a Montana corporation, party of the first part, and MARTIN PRENDERGAST, whose post office address is Butte, Silver Bow County, Montana, party of the second part, WITNESSETH:

That said party of the first part, for and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations to it paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bar-

gain, sell and convey unto the said party of the second part, his heirs and assigns forever, the following described property, situated, lying and being in the County of Silver Bow, State of Montana, to wit:

The surface only of Lot 3 and the west 5 feet of Lot 2, Block 2, of the Volunteer No. 2 Addition to the City of Butte, according to the official plat and survey of said Addition, now on file and of record in the office of the County Clerk and Recorder of Silver Bow County, Montana.

Expressly excepting and reserving from said grant, however, and from the operation thereof, all mines, minerals, metals, veins, leads, lodes and ledges and mineral and quartz bearing earth, rock and deposits beneath the surface thereof or within or belonging to the above described lot, piece or parcel of ground, and also all extralateral rights on all veins apexing therein or appurtenant or belonging to said land and under the streets and alleys adjoining the same, together with the right on the part of the said party of the first part herein, its successors and assigns, to enter beneath the surface of the above described lot, piece or parcel of ground and of the adjacent streets and alleys and mine, prospect for and extract any and all of said ores, minerals, metals and mineral and quartz bearing earth and rock within or belonging to the above described lot, piece or parcel of ground and the streets and alleys adjacent thereto, by and through underground workings beneath a horizontal plane parallel to and fifty (50) feet below the natural surface of said premises, and of the said streets and alleys adjacent thereto.

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

TO HAVE AND TO HOLD, all and singular, the said above described lot, piece or parcel of land, together with the appurtenances thereto incident, unto the said party of the second part, his heirs and assigns, forever.

IN WITNESS WHEREOF, the party of the first part has

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

ANACONDA COPPER MINING COMPANY,

(C.S.)

By J. R. HOBBS,
Its Vice President.

ATTEST:

K. B. FRAZER,
Its Assistant Secretary.

STATE OF MONTANA,

ss.

County of Silver Bow.

On this 3rd day of September, in the year 1936, before me, J. D. Murphy, a Notary Public within and for said County and State, personally appeared J. R. HOBBS, known to me to be the Vice President of the Anaconda Copper Mining Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

(N. S.)

J. D. MURPHY
Notary Public for the State of Montana,
residing at Butte, Montana.
My Commission expires October 13, 1938.

THIS DEED, made the 4th day of September, A. D. 1936, by the Anaconda Copper Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Montana, the party of the first part, to Amos C. Felt, whose post office address is Anaconda, Deer Lodge County, Montana, the party of the second part, WITNESSETH:

That the said party of the first part for and in consideration of the sum of One Thousand Seventy Five Dollars (\$1,075.00), lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, grants unto the said party of the second part, subject to each and all of the exceptions, reservations and conditions hereinafter set forth, the following described real property situated in the Western Addition to the City of Anaconda, in the County of Deer Lodge, State of Montana, to-wit:

Lots numbered One and Two (1) and (2), in Block

numbered Nineteen (19), in the Western Addition to the City of Anaconda, according to the official plat and survey of said addition now on file and of record in the office of the County Clerk and Recorder of said Deer Lodge County, Montana, to which official plat and survey reference is hereby made for a more particular description of said lots.

There is, however, reserved and excepted from this conveyance, unto the party of the first part, its successors and assigns, all water, waters and water rights from Warm Springs Creek, or any of its tributaries belonging to or appurtenant to the above described premises, or any part thereof, or heretofore used upon said premises, or any part thereof.

This deed of conveyance is also made and accepted by the said party of the second part, subject to all conditions, exceptions and reservations contained in any United States patent, or in any deed of record executed to the said party of the first part, or to any of its grantors, or their or either of their predecessors in interest, and subject to all reservations and exceptions made by law affecting the said premises.

This deed of conveyance is also made, delivered and accepted on the following express conditions subsequent, and each and all of the said conditions shall run with the land and premises, and each of which is one of the material considerations without which this deed of conveyance would not be executed and delivered, viz:

(a) The said party of the second part to pay all county, state, city and school taxes and all taxes and assessments that have been heretofore or may be levied or assessed upon or against said land, or on account of the same, on or after the 25th day of August, 1936, and the same to be paid before such taxes or assessment shall become or be delinquent.

(b) The said party of the second part to pay all taxes or assessments levied or assessed on or after the 25th day of August, 1936 against said property for improvements, special or

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otherwise, and all costs, expenses, charges, assessments and taxes levied or assessed for any paving, sidewalks, sewers, parking, lighting or other improvements of every kind and character

whatsoever, which have been levied, assessed or charged on or after the 25th day of August, 1936, against said property, or on account thereof, whether the same be levied against or in the name of the party of the first part, or otherwise, and such payment of the same to be made by the said party of the second part before the same shall become delinquent.

(c) The said party of the second part to pay all charges, expenses, costs and taxes caused by the creation or making of any special improvement district, or by the creation or organization of any improvement district, or by the improvements, made under any improvement district, whether said improvement districts are now created or organized or may be hereafter created or organized and whether such charges, expenses, costs and taxes are now assessed or levied, or may be hereafter assessed or levied.

(d) That any dwelling house built, erected or constructed upon said property shall cost at least Eighteen Hundred Dollars (\$1800.00). The said party of the second part to pay for all labor and materials and all expenses of every kind and character incurred or occasioned in, by, or about the building, construction or erection of said dwelling house.

(e) That the front of any dwelling house, including porch or porches, or any other part of any dwelling house shall be built at least twenty-five feet back from the property line, that is to say, any dwelling house, or any porch or any part of any dwelling house shall not be nearer to the street running in front of the lot upon which any dwelling house is built than twenty-five feet, and for said twenty-five front feet of the lot upon which any dwelling house is built, that is to say, for a distance of twenty-five feet back from the front boundary line of the lot upon which any dwelling house is built no building, structure, or part of any building or structure shall ever be erected, constructed, placed, or maintained or allowed to be situated thereon.

(f) That only two dwelling houses shall ever be erected, constructed, maintained, used or placed upon said lots, that is to say, only one dwelling house for each lot shall ever be erected,

maintained or used upon said lots, and no cabin or other houses for lodging, residence, or business purposes shall ever at any time be erected, constructed, maintained, placed or used upon said lots other than the dwelling houses above referred to, but this condition shall not be so construed as to prevent the rebuilding or replacing of the dwelling houses above referred to, nor shall the foregoing condition be so construed as to prevent the grantee, if he desires to build and use only one dwelling house on said lots, from building such dwelling house upon the dividing line between said lots, the said grantee otherwise complying with the conditions above set-out.

And in case of a violation of any of the conditions or provisions of subdivisions (a), (b), (c), (d), (e), or (f) above, or if the said party of the second part, his heirs, executors, administrators, or assigns, should fail to comply with any of said conditions or provisions, above set-out, then and thereupon the said premises, and all tenements and appurtenances thereunto belonging, shall revert to and re-vest in the said party of the first part herein, its successors and assigns, without the necessity of any notice of forfeiture, demand for possession or re-entry and without any claim for damages or compensation to the party of the second part, his heirs, executors, administrators or assigns.

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

(C.S.)

ANACONDA COPPER MINING COMPANY,

ATTEST:

By J. R. HOBBS,
Its Vice President.

K. B. FRAZER,
Its Asst. Secretary.

STATE OF MONTANA

PNYC00008568

County of Silver Bow ss.

On this 4th day of September, in the year 1936, before me, J. D. MURPHY, a Notary Public within and for said County and State, personally appeared J. R. HOBBS, known to me to be the Vice President of the Anaconda Copper Mining Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed

my notarial seal, the day and year in this certificate first above written.

(N.S.)

J. D. MURPHY,
Notary Public for the State of Montana.
Residing at Butte, Montana.
My Commission expires October 13, 1936.

QUITCLAIM FOR RIGHT OF WAY

THIS INDENTURE, Made this 4th day of September, 1936, between ANACONDA COPPER MINING COMPANY, a corporation, party of the first part, and RAVALLI COUNTY, a municipal corporation and legal subdivision of the State of Montana, the party of the second part, W I T N E S S E T H:

That said party of the first part for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the party of the second part an easement or right of way for road purposes over, upon and across the following piece, parcel or belt of land, situated in Ravalli County, State of Montana, to-wit:

A Belt or tract of land located and lying in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, and the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 22, all in Township 2, North of Range 20, W., M.P.M., being of variable width as related to and parallel with the following center line.

A strip of 100 feet in width, being 50 feet on either side of the center line. Beginning at a point (survey station 1070+53 of said highway) said point lies on the south boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 27, T. 2 N., R. 20 W., and approximately 1320 feet south and 108 feet west of the quarter corner common to Sections 22 and 27, T. 2 N., R. 20 W.; thence N. 18° 30 $\frac{1}{2}$ ' E., for a distance of 47.0 feet to survey station 1071+00 of said highway; thence a strip of land 150 feet wide measured 100 feet on the left and 50 feet on the right of the center line of said highway which bears N. 18° 50 $\frac{1}{2}$ ' E. for a distance of 255.6 feet to survey station 1073+55.6 of said highway; thence along the arc of a spiral 7° curve to the left for a distance of 1142.4 feet to survey station 1084+98.0 of said highway; thence N. 33°23' W., for a distance of 302.0 feet to survey station 1088+00 of said highway; thence a strip of land 100 feet wide measured 50 feet on each side of the center line of said highway which bears N. 33°23' W. for a distance of 953.8 feet to survey station 1097+53.8 of said highway; thence a strip of land 100 feet wide, measured 50 feet on each side of the center line of said highway which continues along the arc of a 5° curve to the left for a distance of 400 feet to survey station 1101+93.5 of said highway; thence a strip of land 150 feet wide, measured 100 feet on the left and 50 feet on the right of the center line of said highway which continues along the arc of a spiraled 5°

PNYC00008569

curve to the left, a distance of 538.2 feet to a point (survey station 1106+92 of said highway) which said point lies on the west boundary of the NE-SE¹/₄, Sec. 22, T. 2 N., R. 20 W., M.P.M., and approximately 1320 feet east and 835 feet south of the quarter corner common to Sections 21 and 22 T. 2 N., R. 20 W., M.P.M.

It is the intention and understanding of the parties hereto to quitclaim a perpetual easement and right of way, as hereinabove described, for the purpose of using the same as a public highway; provided, however, that if the land hereinabove described, or any part thereof, ceases to be used as a public highway, then the ownership, right, title and interest herein conveyed shall immediately revert to and revest in the party of the first part, its successors and assigns, to the extent that such public highway may be abandoned or discontinued.

The party of the first part having quitclaimed an easement or right of way thought to be perpetual in extent and for the use and benefit of the public as a highway, the party of the second part hereby assumes with reference to the above described land all the rights, obligations and burdens of ownership attendant thereto during the period of such use and occupancy.

It is further understood and agreed by and between the parties hereto that the party of the second part will at its own proper cost and charges, and without expense to the party of the first part, dispose of all brush, slashings, litter and debris resulting from the cutting of timber along the strips or belts of land hereinabove described, which disposal shall be done in such manner as to promptly remove the fire hazard resulting from such brush and the work of brush disposal shall be carried on concurrently with the clearing as the same proceeds.

It is further the understanding and intention of the parties hereto that the party of the first part, its agents, servants and contractors, and its successors or assigns, specifically reserve the right to log over and across the lands herein described whenever in the usual course of business it may become necessary, advisable or convenient for the party of the first part, its agents, servants, contractors, successors or assigns, to transport logs over and across the strips or belts of land herein conveyed; that is to say, the said party of the first part, its

agents, servants and contractors, as well as its successors and assigns, reserve a dominant and superior easement and right of way across the rights of way hereinabove conveyed, for the purpose of constructing logging roads and logging railroads over which to transport logs and other forest products and goods, supplies and material used in connection with the logging operations of the party of the first part, its successors or assigns; it being the purpose and intention of the parties hereto that such use by the party of the first part shall not be permanent and that all tracks and other obstructions will be removed by the party of the first part upon the completion of the particular logging operation in connection with which such use may be enjoyed; in this connection it is understood and agreed between the parties hereto that the said logging operations when so conducted across said premises, shall not in any way interfere with or endanger traffic upon the said highway or injuriously affect the grade or surface thereof.

As to certain of the lands hereinabove described, easements thereover may have been heretofore granted by the party of the first part herein for ditches, pipe lines, or other rights of way, and as to such previously granted easements, it is the intention of the parties hereto that the party of the second part takes hereunto subject to such prior easements, and in cases of conflict between the easements and rights of way herein granted and previously granted easements running from the party of the first part herein, it shall be the obligation of the party of the second part to obtain grants of possession or other appropriate releases from the former grantees of the party of the first part herein, or their successors in interest.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name and seal to be hereunto attested by its proper officers thereunto duly authorized and empowered.

ANACONDA COPPER MINING COMPANY,

(C. S.)
ATTEST:

By J. R. HOBBS,
Its Vice President.

K. B. FRAZER,
Its Asst. Secretary.

PNYC00008571

STATE OF MONTANA

COUNTY OF SILVER BOW.

ss.

On this 4th day of September, 1938, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. R. HOBBS, known to me to be an officer, to-wit, Vice President of ANACONDA COPPER MINING COMPANY, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

(N.S.)

J. D. MURPHY,

Notary Public for the State of Montana,
Residing at Butte, Montana.
My Commission expires October 13, 1938.

QUITCLAIM OF EASEMENT

PROJECT 8-N

MINERAL COUNTY.

THIS INDENTURE WITNESSETH, that the ANACONDA COPPER MINING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Montana, whose post-office address is Butte, Montana, party of the first part, for and in consideration of the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) lawful money of the United States of America, to it in hand paid by the STATE OF MONTANA, by and through its State Highway Commission, whose post-office address is Helena, Montana, party of the second part, does by these presents, remise, release, convey and quitclaim unto said party of the first part, in and to the following described real property, situated in Mineral County, State of Montana.

A tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 25 T. 18 N., R. 28 W. M.P.M., Mineral County, Montana, more particularly described as follows:

Beginning at a point on the northerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railway Company from which the east quarter section corner of said Sec. 25, T. 18 N. R. 28 W., bears S. 35° 45' E., 617.0 feet, more or less, thence from the said point of beginning N. 23° 43' E., 503.1 feet, more or less, to a point on the southerly right of way line of the Wallace branch of the Northern Pacific Railway Company, thence along said southerly right of way line of the Northern Pacific Railway 42 feet, thence south 67° 20' W., 624 feet to a point on the northerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railway; thence along said northerly right of way line S. 58° 38' E., 475 feet to the point of beginning and containing in all 3.00 acres, more or less.

Also a strip of land 40 feet wide for right of way purposes in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 25 T. 18 N. R. 28 W., M.P.M., Mineral County, Montana, more particularly described as follows:

Beginning at a point on the east line of said Sec. 25,

which said point bears northerly along said east line a distance of 1031.9 feet, more or less, from the east quarter corner of said Sec. 25; thence from the said point of beginning N. 49° 46' W., 466.9 feet, more or less, to a point on the north line of said SE 1/4 NE 1/4; thence easterly 64.8 feet along the said north line of said SE 1/4 NE 1/4; thence S. 49° 46' E., 384.6 feet, more or less, to a point on the east line of said Sec. 25; thence southerly along the east line of said Sec. 25 to the said point of beginning and containing in all 0.39 of an acre, more or less.

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

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its officers thereunto duly authorized, and its corporate seal to be hereto affixed this 10th day of September, A. D. 1936.

ANACONDA COPPER MINING COMPANY,

(G.S.)

By J. R. HOBBS,
Its Vice President.

ATTEST:

K. B. FFAZER,
Asst. Secretary.

STATE OF MONTANA

County of Silver Bow. { ss.

On this 10th day of September, A. D. 1936, before me, the undersigned, a Notary Public for the State of Montana, personally appeared J. R. HOBBS, known to me to be the Vice President of the Anaconda Copper Mining Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

(N.S.) J. D. MURPHY,
Notary Public for the State of Montana,
Residing at Butte, Montana.
My Commission expires October 13, 1938.

THIS INDENTURE, Made and entered into this 3rd day of September, 1936, by and between ANACONDA COPPER MINING COMPANY, a Montana corporation, party of the first part, and LENA BUTORI, whose post office address is Butte, Silver Bow County, Montana, party of the second part, WITNESSETH:

That said party of the first part, for and in consideration of the sum of One Dollar (\$1.00), and other valuable considerations to it paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby remise, re-

lease and quitclaim unto the said party of the second part, her heirs and assigns, forever, all of its right, title and interest in and to the following described property, situated, lying and being in the County of Silver Bow, State of Montana, to wit:

The surface only of portions of the Bettie Lode Claim, Survey No. 1261; the Comstock Lode Claim, Survey No. 5850; and M. A. 801 Placer Claim, Sections 8 and 17, Township 3 North, Range 7 West, M.P.M., more particularly described as follows, to wit:

Beginning at the Southeast corner of said lot on the West edge of the Main Highway, from which the S. W. Cor. #1 of the Bettie Lode, Survey No. 1261, bears N. 85° 20' W. 496.11 ft.; thence N. 86° 05' W. 121.12 ft.; thence N. 7° 04' E. 67.92 ft.; thence S. 86° 20' E. 139.24 ft.; thence S. 21° 38' W. 71.80 ft. along the edge of the Highway to the place of beginning. (Covering an area of about 8800 square feet.)

Excepting from such description a portion of that certain mining claim known as and called the Comstock Lode Mining Claim Survey No. 5850, more particularly described as follows, to wit:

Beginning at the northwest corner of the tract hereby conveyed, a point on the north boundary of said survey No. 5850, from which corner No. 1 of said Comstock Lode bears south 88 degrees 26 minutes west 345.5 feet and running thence north 86 degrees 26 minutes east along said north boundary 86 feet to the northeast corner of said tract hereby conveyed, thence south 16 degrees, 41 minutes west 22.4 feet to the southeast corner of said tract, a point on the south boundary of Section 8, fractional township 3 North, Range 7 West; thence south 88 degrees, 57 minutes west along said south boundary 80.3 feet to the southwest corner of said tract, thence north 2 degrees 57 minutes east 17.6 feet to the place of beginning, together with as much of the underlying soil as is necessary to furnish adequate support for the surface hereby conveyed the depth of such soil to be at least fifty feet.

Expressly excepting and reserving from said grant, however, and from the operation thereof, all mines, minerals, metals, veins, leads, lodes and ledges and mineral and quartz bearing earth, rock and deposits beneath the surface thereof or within or belonging to the above described lot, piece or parcel of ground, and also all extralateral rights on all veins apexing therein or appurtenant or belonging to said land and under the streets and alleys adjoining the same, together with the right on the part of the said party of the first part herein, its successors and assigns, to enter beneath the surface of the above described lot, piece or parcel of ground and of the adjacent streets and alleys and mine, prospect for and extract any and all of said ores, minerals, metals and mineral and quartz bearing earth and rock within or belonging to the above described lot, piece or parcel of ground and the streets and alleys adjacent thereto, by

and through underground workings beneath a horizontal plane parallel to and fifty (50) feet below the natural surface of said premises, and of the said streets and alleys adjacent thereto.

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

TO HAVE AND TO HOLD, all and singular, the said above described lot, piece or parcel of land, together with the appurtenances thereto incident, unto the said party of the second part, her heirs and assigns, forever.

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

ANACONDA COPPER MINING COMPANY,

(C.S.)

By J. R. HOBBS,
Its Vice President.

ATTEST:

K. B. FRAZER,
Its Assistant Secretary.

STATE OF MONTANA,

ss.

County of Silver Bow.

On this 3rd day of September, in the year 1936, before me, J. D. Murphy, a Notary Public within and for said County and State, personally appeared J. R. HOBBS, known to me to be the Vice President of the Anaconda Copper Mining Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.

(N.S.)

J. D. MURPHY,
Notary Public for the State of Montana,
residing at Butte, Montana.
My Commission expires October 13, 1938.

There being no further business to come before the meeting, the meeting thereupon adjourned.

Chairman.

Secretary.

PNYC00008575