DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3454

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

This document has been recorded as

Exploration Assistance

Any action taken to change the type of request for assistance must be promptly reported to the Reports and Records Branch. Use DMA Form 2 for submitting these reports.

Cys to USBM & USGS

Routing Slip

To:	400	Date	8/20/54
To:	Oper Com	Date	9-1-54
To:	Oper Com	Date	10-6-54
To:	Oper Com	Date	11-12-54
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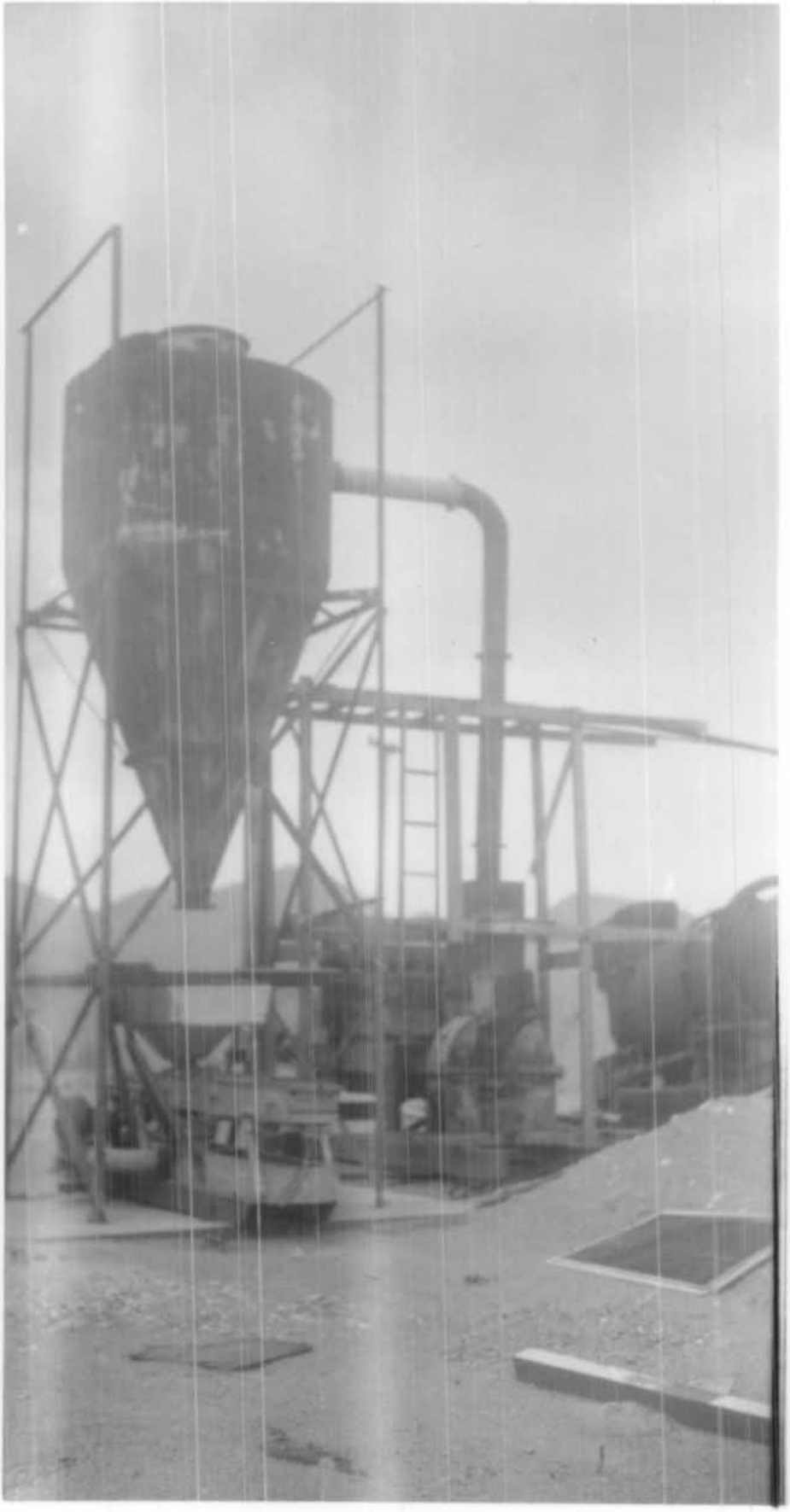
CONTROLLED DOCUMENT

Shaft #2 north-
west from Skylark

Dump truck (5 yards)
Boom truck
Pilot mill

Pilot Mill
International Hoist Truck



Pilot Mill

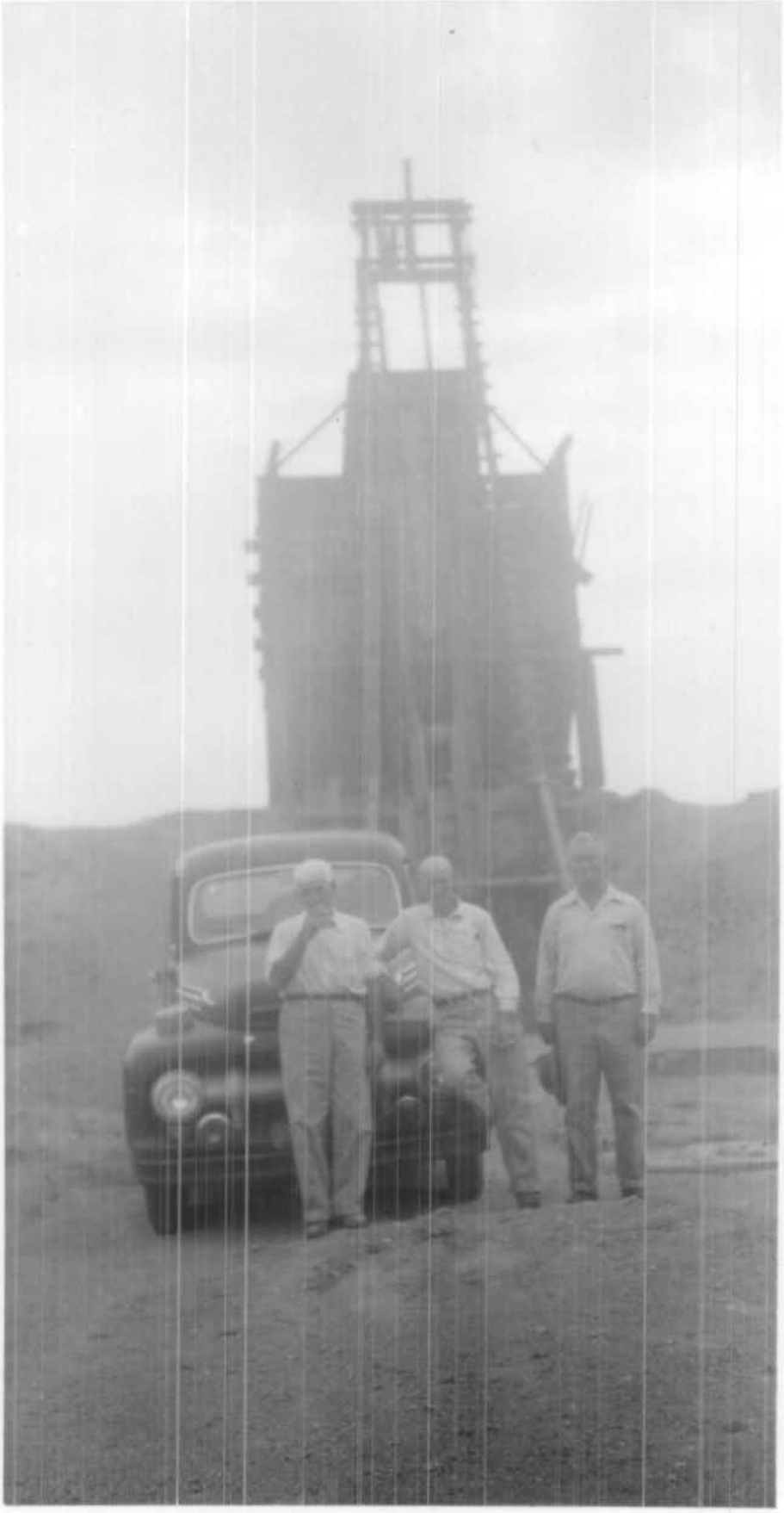
E8C

Shaft # 1 north-
west from Skylark

Skylark Head frame
and Bunker

Big Ben Shaft

Big Ben Shaft



Skylark Head frame
and Bunker

PHOTOGRAPHS ENCLOSED

NOV 12 1954

Mr. Spangler Michner, Executive Officer
DMEA Field Team, Region III
420 Custom House
555 Battery Street
San Francisco 11, California

Re: Docket No. DMEA 354 - Tungsten
Conlick property
San Bernardino County, California

Dear Mr. Michner:

Reference is made to the following note on the last page of the Monthly Report of DMEA Field Team, Region III, sent to us with your letter of November 3, 1954.

"DMEA-354	Tungsten	Indian Altheim	Field Team exam. report requested by Washington Sept. 7, 1954 but before it could be scheduled operator was notified by Wash. that application had been denied."

According to our files the subject application was referred to your office by letter of September 1, 1954, "for review and possibly a field examination of the property if required." Your acknowledgement dated September 14, 1954, states: "Your request has been discussed with Mr. Roscoe Smith, who suggests that inasmuch as the shaft on the property is filled with tailings as reported by the applicant and the mine cannot be examined, the application be referred to Mr. Dwight Lemmon of the Survey for his comments. Mr. Lemmon is familiar with the deposit and, according to Mr. Smith, is now back in Washington where he may be consulted."

We believe you may desire to revise your above-mentioned note to accord with the foregoing correspondence.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

APPROVED:

J. H. Hedges
Member, Bureau of Mines

E. L. Newcomb
Member, Geological Survey

WSMartin/fec
11-12-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.
FT. REG. III
R. W. Geehan, USBM
Thor H. Kiilsgaard, USGS

OCT 6 1954

Mrs. Magda Altheim
830 West Sixth Street
Los Angeles 17, California

Re: Docket No. DMEA 3454 - Tungsten
Osdick property
San Bernardino County, California

Dear Mrs. Altheim:

Your application for aid for an exploration project and other data available to us in Washington concerning the above referenced property have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significantly improve the mineral supply position for the National Defense Program.

Careful study of all our information, although noting the occurrence of tungsten mineralization on your property, indicates to us that the probability of disclosing minable tungsten ore reserves by your proposed program is not sufficiently promising to justify Government participation. Under these circumstances, we regret to advise you that your application is denied.

We wish to thank you for your interest in the Defense Minerals Exploration Program and for bringing this property to our attention.

Sincerely yours,

C. C. Mittendorf

Administrator

FARutledge:foc
9-27-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.
FT. REG. III
R. W. Geehan, USBM
Thor H. Kiilsgaard, USGS

September 27, 1954

MEMORANDUM

To: Administrator, DMEA

From: Iron and Ferro-Alloys Division, DMEA

Subject: Denial of application for exploration assistance
Docket No. DMEA 3454 - Tungsten
Magda Altheim
Osdick property
San Bernardine County, California

The denial of the subject application by this Division is based on the following information:

1. The Applicant proposed to rehabilitate the old Big Ben shaft at an estimated cost of $8,000.00. The shaft is reported to be 187 feet deep and filled with tailings. An additional $28,000.00 was requested for construction of a mill at Ranksburg or Red Mountain, California. Total amount of the loan requested was $36,000.00.

2. D. M. Lemmon, U. S. Geological Survey, in Bulletin 922-H (1940) stated the Big Ben shaft followed a narrow vein containing not more than 4 inches of quartz and scheelite to the first level. No ore was found on the lower levels, although there are a few traces of scheelite.

3. Field Team referred application back to Washington for comment and recommendations by Lemmon because no new data would result from field examination.

4. On the basis of his work in 1945, when the Big Ben shaft was accessible, Lemmon recommends that the subject application for exploration assistance be denied.

5. Tungsten deposits in the Atolia district are generally limited to a depth of about 100 feet. In the past new ore shoots have not been found by going downdip with a mineralized vein structure. The association of tungsten placer deposits with near surface veins strongly suggests that the vein deposits in the southern part of the district represent the "roots" of deeply eroded veins.

The Big Ben shaft followed a 4-inch vein down to the first level, and essentially no ore is exposed below this level. This evidence would seem to fit the "roots of deposits" theory postulated by Lemmon.

6. The Commodity Division of the Geological Survey recommends denial of the subject application.

7. The Commodity Division of the Bureau of Mines concurs.

W. S. Martin, Chief
Iron and Ferro-Alloys Division

FARUTLEDGE:foc
9-27-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

40

September 22, 1954

Re: DMEA-3454
Magda Altheim
Ondick Property
San Bernardino Co., Calif.
$9,000 - Tungsten

Memorandum

To: W. S. Martin
Defense Minerals Exploration Administration

From: E. L. Newcomb
U. S. Geological Survey

Subject: Recommendation for denial

Inasmuch as the Field Team indicated that Dwight Lemmon, U.S.G.S., was very familiar with the deposit, the Ondick (Big Ben Shaft) property and the proposed work have been discussed with him.

On the basis of his work in 1945, when the Big Ben was accessible, Lemmon recommends this application be denied.

Tungsten deposits in the Atolia district are generally limited to a depth of about 100 feet. In the past new ore shoots have not been found by going downdip with a mineralized vein structure. The association of tungsten placer deposits with near surface veins strongly suggests that the vein deposits in the southern part of the district represent the roots of deeply eroded veins. Extensive placers are a portion of the eroded vein material.

The Big Ben Shaft followed a 4 inch vein down to the first level, and essentially no ore exists below this level. This evidence would seem to fit the roots of deposits theory postulated by Lemmon.

DMEA exploration from the Big Ben Shaft is not warranted and the applicant's proposal should be denied.

E. L. Newcomb

ELNewcomb:hlm
G-9/22/54

Copy to: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
R. W. Geehan, 3515

400

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

420 Custom House
555 Battery Street
San Francisco 11, Calif.

September 14, 1954

Air Mail

Memorandum

To: George C. Selfridge, Chairman, Operating Committee, DMEA
Interior Building, Washington 25, D. C.

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA-3454 - Tungsten
Magda Altheim
Osdick property
San Bernardino County, California

Reference is to your letter dated September 1, 1954, requesting a review and possibly a field examination of the subject property.

Your request has been discussed with Mr. Roscoe Smith, who suggests that inasmuch as the shaft on the property is filled with tailings as reported by the applicant and the mine cannot be examined, the application be referred to Mr. Dwight Lemmon of the Survey for his comments. Mr. Lemmon is familiar with the deposit and, according to Mr. Smith, is now back in Washington where he may be consulted.

H. C. MILLER

H. C. Miller
Executive Officer
DMEA Field Team, Region III

Copy to: Roscoe Smith, USGS

SEP 1 0 1954

3454

WSM

Mr. P. J. Cadick
Cadick
c/o Red Mountain Post Office
San Bernardino County, California

Dear Pete:

I was very pleased to receive your letter of August 10 and to learn of your continued activity in the District. The postcard photo of the old mill brought back many fond memories.

Since the receipt of your letter we have received an application from Mrs. Altheim, of Los Angeles, which was docketed as DMA-3454. After a preliminary review of the application here, it was referred to the Field Team in San Francisco on September 1 for an examination of the property. In accordance with established procedure, the DMA cannot take further action until the Field Team recommendations have been received and reviewed by the commodity members of the Geological Survey and Bureau of Mines. Mrs. Altheim was advised on September 1 that the case had been referred to the Field Team and she could expect to hear directly from them regarding the scheduling of the examination.

It was nice to hear from you, Pete. All good wishes to you - and please give my regards to our mutual friends who are still around the camp.

Sincerely yours,

s/ Mitt

C. O. Mittendorf
Administrator

COMittendorf/fw
9/9/54
cc: Mails & Files
Admr. Reading File
Iron & F.Alloys Div.
Mr. Mittendorf

SEP 1 1954

Mrs. Magda Altheim
830 West Sixth Street
Los Angeles 17, California

Re: Docket No. DMEA 3454 - Tungsten
Cadick property
San Bernardino County, California

Dear Mrs. Altheim:

The above-docketed application for exploration assistance for tungsten has been reviewed by the Iron and Ferro-Alloys Division of the Defense Minerals Exploration Administration and referred to Mr. H. C. Miller, Executive Officer, DMEA Field Team, Region III, 420 Custom House, 555 Battery Street, San Francisco 11, California, for review and possibly a field examination of the property.

Any assistance that you can render the members of the Field Team will be appreciated.

Sincerely yours,

C. O. Mittenden

Administrator

FARutledge:foc
8-25-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.
FT. REG. III
R. W. Geehan, USBM
E. L. Newcomb, USGS

SEP 1 1954

Mr. H. C. Miller, Executive Officer
DMEA Field Team, Region III
420 Custom House Building
555 Battery Street
San Francisco 11, California

Re: Docket No. [illegible] 3.74 - Tungsten
Eagle Lithia
Cedick property
San Bernardino County, California

Dear Mr. Miller:

The subject application for exploration assistance is being referred to your office for review and possibly a field examination of the property if required.

Two copies of a relevant memorandum dated August 24, 1954, by E. L. Newcomb, Geological Survey, are enclosed for your information.

Also enclosed are two copies of the claim map submitted by the applicant.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Enclosures

APPROVED:

J. H. Hedges
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

FARWELLEDGE:foo
8-25-54
cc to: Docket
Code 400
FT. Reg. III
Adm. Reading File
Operating Comm.
H. W. Geehan, USBM
E. L. Newcomb, USGS

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

402

420 Custom House
555 Battery Street
San Francisco 11, California

August 16, 1954

Memorandum

To: Defense Minerals Exploration Administration, Interior Building, Washington 25, D. C.

From: Executive Officer, DMEA Field Team, Region III

Subject: Application for loan - Tungsten
Magda Altheim
Osdick Tungsten Group (8 claims)
San Bernardino County, California

dmea 3454

Attached are three of the four copies of an exploration loan application received in this office today.

Also attached are 6 copies of Owner's Consent to Lien, a copy of Lease Agreement dated January 10, 1952 between P. J. Osdick and Mrs. Magda Altheim, a claim map and a packet of photographs.

We have retained a copy of the Lease Agreement for our files but we did not receive extra copies of the map or photographs.

H. C. Miller

H. C. Miller
Executive Officer
DMEA Field Team, Region III

Enclosures

Copy to: R. M. Smith-USGS

400

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

August 24, 1954

Re: DMEA-3454
Ondick Claims
Atolia District
San Bernardino Co.,
Calif.
$9,000 - Tungsten

Memorandum

To: W. S. Martin
Defense Minerals Exploration Administration

From: E. L. Newcomb
U. S. Geological Survey

Subject: Recommendation for field referral.

The applicant proposes to clean out the Big Ben shaft and to drift a total of 300 feet on several levels.

The Ondick group of claims include the Skylark and Big Ben mines which are reported to have produced $250,000 worth of tungsten ore in 1916-1918. These mines are considered to be on vein extensions of the Flatiron and Spanish veins.

The Big Ben shaft is briefly discussed by D. M. Lemmon in U.S.G.S. Bulletin 922-H (1940). He states the shaft followed a narrow vein containing not more than 4 inches of quartz and scheelite to the first level. No ore was found on the lower levels, although there are a few traces of scheelite.

In April, 1953, a DMEA project was completed on the nearby Spanish-Par vein system (DMEA-2809). The results of drilling four holes were so discouraging that the contract was terminated. This project has served to detract from the merit of the applicant's proposal. As the Big Ben will require rehabilitation before an examination can be made, this shaft work should be done at the applicant's expense. It should be pointed out that the exact nature and location of the proposed drifting is not clearly presented in the application. The estimated cost of drifting would seem to be much too low.

If this property warrants exploration, probably a few drill holes will be sufficient to test for the proposed target. I recommend the application be referred to the Field Team for their comments. There is a distinct possibility that an examination is not justified.

ELNewcomb:hlm
G-8/24/54

Copy to: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
R. W. Geehan, 3513

E. L. Newcomb

DOCKET
SURNAME
Martin
Selfridge
Mitchenor

400

NOV 12 1954

Mr. Spangler Kieber, Executive Officer
DMEA Field Team, Region III
420 Custom House
555 Battery Street
San Francisco 11, California

Re: Docket No. DMEA 354 - Tungsten
Codick property
San Bernardino County, California

Dear Mr. Kieber:

Reference is made to the following note on the last page of the Monthly Report of DMEA Field Team, Region III, sent to us with your letter of November 3, 1954.

"DMEA-354	Tungsten	Nadge Altheim	Field Team comm. report requested by Washington Sept. 7, 1954, but before it could be scheduled operator was notified by Wash. that application had been denied."

According to our files the subject application was referred to your office by letter of September 1, 1954, "for review and possibly a field examination of the property if required." Your acknowledgement dated September 14, 1954, states: "Your request has been discussed with Mr. Roscoe Smith, who suggests that inasmuch as the shaft on the property is filled with tailings as reported by the applicant and the mine cannot be examined, the application be referred to Mr. Dwight Lemmon of the Survey for his comments. Mr. Lemmon is familiar with the deposit and, according to Mr. Smith, is now back in Washington where he may be consulted."

We believe you may desire to revise your above-mentioned note to accord with the foregoing correspondence.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (WS)

APPROVED:

J. H. Hedges
Member, Bureau of Mines (WS)

E. L. Newcomb
Member, Geological Survey (WS)

WSMartin/fec
11-12-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.
FT. REG. III
R. W. Geehan, USBM
Thor H. Kiilsgaard, USGS

R.C.G.

400

Docket
Surname
Rutledge
Martin
Geehan
Newcomb
Kiilsgaard
Hedges
Selfridge
Johnson

OCT 6 1954

Mrs. Magda Altheim
830 West Sixth Street
Los Angeles 17, California

Re: Docket No. DMEA 3454 - Tungsten
Osdick property
San Bernardino County, California

Dear Mrs. Altheim:

Your application for aid for an exploration project and other data available to us in Washington concerning the above referenced property have been reviewed.

Projects approved by the Defense Minerals Exploration Administration must, in its judgment, show definite promise of yielding materials of acceptable grade in quantities that will significantly improve the mineral supply position for the National Defense Program.

Careful study of all our information, although noting the occurrence of tungsten mineralization on your property, indicates to us that the probability of disclosing minable tungsten ore reserves by your proposed program is not sufficiently promising to justify Government participation. Under these circumstances, we regret to advise you that your application is denied.

We wish to thank you for your interest in the Defense Minerals Exploration Program and for bringing this property to our attention.

FARutledge:foc
9-27-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.
FT. REG. III
R. W. Geehan, USBM
Thor H. Kiilsgaard, USGS

Sincerely yours,

C. O. Mittendorf

Administrator

R.C.S.

Docket
Surname
Rutledge
Martin

400

September 27, 1954

MEMORANDUM

To: Administrator, DMEA

From: Iron and Ferro-Alloys Division, DMEA

Subject: Denial of application for exploration assistance
Docket No. DMEA 3454 - Tungsten
Magda Altheim
Osdick property
San Bernardino County, California

The denial of the subject application by this Division is based on the following information:

1. The Applicant proposed to rehabilitate the old Big Ben shaft at an estimated cost of $8,000.00. The shaft is reported to be 187 feet deep and filled with tailings. An additional $28,000.00 was requested for construction of a mill at Randsburg or Red Mountain, California. Total amount of the loan requested was $36,000.00.

2. D. M. Lemmon, U. S. Geological Survey, in Bulletin 922-H (1940) stated the Big Ben shaft followed a narrow vein containing not more than 4 inches of quartz and scheelite to the first level. No ore was found on the lower levels, although there are a few traces of scheelite.

3. Field Team referred application back to Washington for comment and recommendations by Lemmon because no new data would result from field examination.

4. On the basis of his work in 1945, when the Big Ben shaft was accessible, Lemmon recommends that the subject application for exploration assistance be denied.

5. Tungsten deposits in the Atolia district are generally limited to a depth of about 100 feet. In the past new ore shoots have not been found by going downdip with a mineralized vein structure. The association of tungsten placer deposits with near surface veins strongly suggests that the vein deposits in the southern part of the district represent the "roots" of deeply eroded veins.

The Big Ben shaft followed a 4-inch vein down to the first level, and essentially no ore is exposed below this level. This evidence would seem to fit the "roots of deposits" theory postulated by Lemmon.

6. The Commodity Division of the Geological Survey recommends denial of the subject application.

7. The Commodity Division of the Bureau of Mines concurs.

W. S. Martin, Chief
Iron and Ferro-Alloys Division

FARUTLEDGE:foc
9-27-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

400

September 27, 1954

MEMORANDUM

To: Administrator, DMEA

From: Iron and Ferro-Alloys Division, DMEA

Subject: Denial of application for exploration assistance
Docket No. DMEA 3454 - Tungsten
Magda Altheim
Osdick property
San Bernardino County, California

The denial of the subject application by this Division is based on the following information:

1. The Applicant proposed to rehabilitate the old Big Ben shaft at an estimated cost of $8,000.00. The shaft is reported to be 187 feet deep and filled with tailings. An additional $28,000.00 was requested for construction of a mill at Randsburg or Red Mountain, California. Total amount of the loan requested was $36,000.00.

2. D. M. Lemmon, U. S. Geological Survey, in Bulletin 922-H (1940) stated the Big Ben shaft followed a narrow vein containing not more than 4 inches of quartz and scheelite to the first level. No ore was found on the lower levels, although there are a few traces of scheelite.

3. Field Team referred application back to Washington for comment and recommendations by Lemmon because no new data would result from field examination.

4. On the basis of his work in 1945, when the Big Ben shaft was accessible, Lemmon recommends that the subject application for exploration assistance be denied.

5. Tungsten deposits in the Atolia district are generally limited to a depth of about 100 feet. In the past new ore shoots have not been found by going downdip with a mineralized vein structure. The association of tungsten placer deposits with near surface veins strongly suggests that the vein deposits in the southern part of the district represent the "roots" of deeply eroded veins.

The Big Ben shaft followed a 4-inch vein down to the first level, and essentially no ore is exposed below this level. This evidence would seem to fit the "roots of deposits" theory postulated by Lemmon.

6. The Commodity Division of the Geological Survey recommends denial of the subject application.

7. The Commodity Division of the Bureau of Mines concurs.

W S Martin
W. S. Martin, Chief
Iron and Ferro-Alloys Division

Dorkot

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

September 22, 1954

Re: DMEA-3454
Magda Altheim
Osdick Property
San Bernardino Co., Calif.
$9,000 - Tungsten

Memorandum

To: W. S. Martin
Defense Minerals Exploration Administration

WSM

From: E. L. Newcomb
U. S. Geological Survey

Subject: Recommendation for denial

Inasmuch as the Field Team indicated that Dwight Lemmon, U.S.G.S., was very familiar with the deposit, the Osdick (Big Ben Shaft) property and the proposed work have been discussed with him.

On the basis of his work in 1945, when the Big Ben was accessible, Lemmon recommends this application be denied.

Tungsten deposits in the Atolia district are generally limited to a depth of about 100 feet. In the past new ore shoots have not been found by going downdip with a mineralized vein structure. The association of tungsten placer deposits with near surface veins strongly suggests that the vein deposits in the southern part of the district represent the "roots" of deeply eroded veins. Extensive placers are a portion of the eroded vein material.

The Big Ben Shaft followed a 4 inch vein down to the first level, and essentially no ore exists below this level. This evidence would seem to fit the "roots of deposits" theory postulated by Lemmon.

DMEA exploration from the Big Ben Shaft is not warranted and the applicant's proposal should be denied.

E. L. Newcomb

E. L. Newcomb

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

Docket

Received
SEP 16 1954

420 Custom House
555 Battery Street
San Francisco 11, Calif.

September 14, 1954

Air Mail

WSM

Memorandum

To: George C. Selfridge, Chairman, Operating Committee, DMEA
Interior Building, Washington 25, D. C.

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA-3454 - Tungsten
Magda Altheim
Osdick property
San Bernardino County, California

Reference is to your letter dated September 1, 1954, requesting a review and possibly a field examination of the subject property.

Your request has been discussed with Mr. Roscoe Smith, who suggests that inasmuch as the shaft on the property is filled with tailings as reported by the applicant and the mine cannot be examined, the application be referred to Mr. Dwight Lemmon of the Survey for his comments. Mr. Lemmon is familiar with the deposit and, according to Mr. Smith, is now back in Washington where he may be consulted.

H. C. Miller
Executive Officer
DMEA Field Team, Region III

Copy to: Roscoe Smith, USGS

Phoned Lemmon & Kiilsgaard
9/20/54

400
DOCKET
SURNAME
Rutledge
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Martin
Selfridge
Yeffmann

SEP 1 1954

Mr. H. C. Miller, Executive Officer
DMEA Field Team, Region III
420 Custom House Building
555 Battery Street
San Francisco 11, California

Re: Docket No. DMEA 3454 - Tungsten
Magda Altheim
Cedick Property
San Bernardino County, California

Dear Mr. Miller:

The subject application for exploration assistance is being referred to your office for review and possibly a field examination of the property if required.

Two copies of a relevant memorandum dated August 24, 1954, by E. L. Newcomb, Geological Survey, are enclosed for your information.

Also enclosed are two copies of the claim map submitted by the applicant.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GCS)

Enclosures

APPROVED:

J. H. Hedges
Member, Bureau of Mines (GCS)

Thor H. Kiilsgaard
Member, Geological Survey (GCS)

FARUTLEDGE:foc
8-25-54
cc to: Docket
Code 400
FT. Reg. III
Adm. Reading File
Operating Comm.
R. W. Geehan, USBM
E. L. Newcomb, USGS

R.L.G.

400

DOCKET
SURNAME

Rutledge
Geehan
Martin
Kilgoard
Hedges
Selfridge
Kjelman

SEP 1 1954

Mrs. Magda Altheim
830 West Sixth Street
Los Angeles 17, California

Re: Docket No. DMEA 3454 - Tungsten
Osdick property
San Bernardino County, California

Dear Mrs. Altheim:

The above-docketed application for exploration assistance for tungsten has been reviewed by the Iron and Ferro-Alloys Division of the Defense Minerals Exploration Administration and referred to Mr. H. C. Miller, Executive Officer, DMEA Field Team, Region III, 420 Custom House, 555 Battery Street, San Francisco 11, California, for review and possibly a field examination of the property.

Any assistance that you can render the members of the Field Team will be appreciated.

Sincerely yours,

C. O. Mittenderf

Administrator

FARutledge:foc
8-25-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.
FT. REG. III
R. W. Geehan, USBM
E. L. Newcomb, USGS

R.C.G.

Docket

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

August 24, 1954

Re: DMEA-3454
Osdick Claims
Atolia District
San Bernardino Co., Calif.
$9,000 - Tungsten

Memorandum

To: W. S. Martin
Defense Minerals Exploration Administration

From: E. L. Newcomb
U. S. Geological Survey

WSM

Subject: Recommendation for field referral.

The applicant proposes to clean out the Big Ben shaft and to drift a total of 300 feet on several levels.

The Osdick group of claims include the Skylark and Big Ben mines which are reported to have produced $250,000 worth of tungsten ore in 1916-1918. These mines are considered to be on vein extensions of the Flatiron and Spanish veins.

The Big Ben shaft is briefly discussed by D. M. Lemmon in U.S.G.S. Bulletin 922-H (1940). He states the shaft followed a narrow vein containing not more than 4 inches of quartz and scheelite to the first level. No ore was found on the lower levels, although there are a few traces of scheelite.

In April, 1953, a DMEA project was completed on the nearby Spanish-Par vein system (DMEA-2809). The results of drilling four holes were so discouraging that the contract was terminated. This project has served to detract from the merit of the applicant's proposal. As the Big Ben will require rehabilitation before an examination can be made, this shaft work should be done at the applicant's expense. It should be pointed out that the exact nature and location of the proposed drifting is not clearly presented in the application. The estimated cost of drifting would seem to be much too low.

If this property warrants exploration, probably a few drill holes will be sufficient to test for the proposed target. I recommend the application be referred to the Field Team for their comments. There is a distinct possibility that an examination is not justified.

E. L. Newcomb

E. L. Newcomb

Copy Packet Also

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

Docket

420 Custom House
555 Battery Street
San Francisco 11, California

August 16, 1954

Memorandum

To: Defense Minerals Exploration Administration, Interior Building, Washington 25, D. C.

From: Executive Officer, DMEA Field Team, Region III

Subject: Application for loan - Tungsten
Magda Altheim
Osdick Tungsten Group (8 claims)
San Bernardino County, California

Attached are three of the four copies of an exploration loan application received in this office today.

Also attached are 6 copies of Owner's Consent to Lien, a copy of Lease Agreement dated January 10, 1952 between P. J. Osdick and Mrs. Magda Altheim, a claim map and a packet of photographs.

We have retained a copy of the Lease Agreement for our files but we did not receive extra copies of the map or photographs.

H. C. Miller
Executive Officer
DMEA Field Team, Region III

Enclosures

Copy to: R. M. Smith-USGS

Copy in 400

dmea 3454

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

August 20, 1954

Memorandum

To: Executive Officer, DMEA Field Team, Region III

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region III.

DMEA - 3454 Magda Altheim

Robert E. Adams,
Chief, Operation's Control
and Statistics Division

August 20, 1954

Mrs. Magda Altheim
830 West Sixth St.
Los Angeles 17, Calif.

Subject: DMEA-3454
Re: Exploration Assistance
Osdick Tungsten Group

Dear Mrs. Altheim:

The receipt of your application dated June 8, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3454 and referred to the Iron and Ferro Alloys Division.

Kindly refer to in any future correspondence relating to your application.

Sincerely yours,

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved.
Budget Bureau No. 42-R1035.2.

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. 3454
Metal or Mineral Tungsten
Date Received
Estimated Cost $9,000
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address:

Magda Altheim
830 West Sixth St.
Los Angeles 17, California

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract Osdick Tungsten Group of Eight (8) unpatented lode claims, located in the Rand Mining District, (Atolia), Sections 17, 20 and 21, Township 30 S.R. 41 E., M.D.M., San Bernardino County, California, aggregating 134 acres, more or less, and recorded in said county records on Pages Nos. 1, 2, 3, 4, 67 and 68

(*b*) State any mine name by which the property is known. Angel, Horseshoe, Hardblow, Skybright, Sunrise, Lillian J. Llewelyn, Horseshoe Fraction)

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Owner of LEASE AND OPTION AGREEMENT

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property.

(*e*) If you own the land, describe any liens or encumbrances on it

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes.

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore Tungsten

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc.

(*c*) The work will start within ..... days and be completed within ..... months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes.

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above.

NOTE.—No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)?

(*b*) How do you propose to furnish your share of the costs?

[ ] Money [X] Use of equipment owned by you [ ] Other

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated June 8, 1954, 195...

Magda Altheim

Magda Altheim

By.....

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

No. 3

(f)

Claim Name	Book and Page
1. Angel	Book 219, Page 67
2. Horseshoe	" 219, " 67
3. Hardblow	" 221, " 4
4. Skybright	" 221, " 2
5. Sunrise	" 221, " 1
6. Lillian J.	" 221, " 2
7. Horseshoe Fraction	" 221, " 3
8. Llewelyn	" 219, " 68

No. 4

(a) There have been four shafts sunk to hit the various veins that extend from the Atolia field but have not been cross cut for the possibility of hitting the Spanish vein. The Big Ben shaft at the 185 ft. depth, has encountered a 2 inch vein of scheelite, possibly it is only a stringer from the main vein. The Big Ben shaft at this time is filled in, possibly 100 ft. from the bottom, with tailings from the Kelly mine at Red Mountain. There are two other shafts in between the Big Ben and the Skylark, depth unknown, but have not contacted any veins.

(b) The Skylark, which is on the extention of the Flatiron vein from Atolia, produced $250,000.00 in 1916-1918, and the Hoefling Brothers, who are the Surcease Mining Co. now, took $89,000.00 from the placer that is in the spud patch area.

(c) The scheelite occurs in monzonite, granite and quartz, and also occurs in vein, and the scheelite also occurs in placer which averages from $1.00 to $2.00 per yard. For other information on the property, see references at the California Bureau of Mines:

Boalick 18:13; Cloudman 19:837,838; Hulin 25: 144; Jenkins 42: 347; Lemmon 40: 240,241; Martin 16: 291; Partridge 41: 288,289: Tucker 30: 368; 42:505; Pl 7.

(d) The Osdick property is $\frac{1}{4}$ mile from Highway 395, and is 3 miles from Red Mountain, 5 miles from Johannesburg, and 6 miles from Randsburg.

(e) There are many miners at Randsburg and Johannesburg who are available since the Silver and Gold mines are shut down. As to materials, supplies and equipment, most of it can be purchased at Johannesburg or can be purchased in Los Angeles, Sacramento or San Francisco.

There is a water line on the property, which belongs to the Surcease Mining co., and the Lila King Mining Co. is putting in a water line from Cuttaback Lake, and we are told that it will come right through our property and that they will be able to let us have water. As to power, it can be had from the California Power Co. at Randsburg, California, Main Office, Riverside, California.

No. 5

(a)
(b)
(c)

Tungsten

The work will start immediately under contract, at $15.00 per foot (4x6). The person who is to do the contracting was Supervisor of Underground work for the Yellow Aster Mine at Randsburg, for twenty eight (28) years. (Mr. Jim Sierra)

No. 6

(a) The work on the drifting will cost $15.00 per foot (4x6) tunnel. Want to drift 300 ft. on various tunnels or until vein is contacted, estimate $4000.00. It will cost $5,000.00 for a compressor, air and water lines, head frame put in shape, hoist, cable, bucket, steel and bits, track, timbering for raising and lowering bucket, etc.

(b)
(c)
(d)
(e)
(f)

Cable, buckets, hoist

GATES HOTEL
FIREPROOF
SIXTH, FIGUEROA & WILSHIRE
LOS ANGELES

Cloudman 19: 837,838

Osdick Group

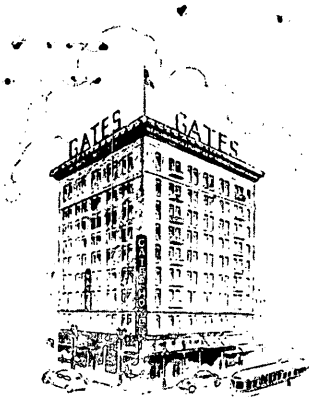
P. J. Osdick, Atolia, owner. This group which consists of eleven claims, part of them patented, adjoins the Atolia Company on the east, and has been the most important single producer in the district outside of Atolia. The Skylark claim of this group is the one adjoining the Atolia ground, and is under lease to R. F. Bibb et al. This claim under the Lypps and Brock lease (expired in April 1916) is the one from which the famous pocket of 14 tons of high grade vein scheelite sold for $45,000.00 in March, 1916. It was stoped from above the 50 ft. level. The present lessees on this block are sinking the Skylark shaft below 150 ft.and drifting on the 50 ft. and 100 ft. levels. Some good stoping ground is reported blocked out between these two levels.

Other portions of the group are also being worked by leasers. There are several other shafts 40 ft., 50 ft., 60 ft. and shallower in depth. Most of the Osdick group is in the lode zone, but there is some placer ground in the southeast corner, having a depth of 18 ft. to 20 ft. to bedrock.

Tucker 43: 505

It comprises 7 claims situated in Atolia mining district, east of Atolia Mining Company's property, in Sec. 20, 21, Twp. 30,S., R. 41,E., M.D., half a mile east of Atolia; elevation 3,175 ft. Owner is P. J. Osdick, Red Mountain, California.

Two veins in monzonite have been developed on these claims known as the Big Ben and Skylark. The Big Ben vein strikes Northeast, dips 75 degrees N.; width 6 inches to 12 inches. A shaft is sunk on the vein to a depth of 185 ft. The Skylark vein strikes Northwest, dips 70 degrees N., width 6 inches to 2 ft. The Skylark shaft has been sunk to a depth of 165 ft., with drifts on 3 levels. These workings have been most productive on the property. Production is reported to have been $250,000.00. The property was under operation in 1943 by the West Development Co. of Los Angeles.



GATES HOTEL
FIREPROOF
SIXTH, FIGUEROA & WILSHIRE
LOS ANGELES

The Osdick Tungsten Claims are located in Sections 17, 20 & 21, Township 30 S., Range 41 E. M.D.M. and consist of 134 acres.

Most of the scheelite veins on the Osdick property are extensions from the Atolia field. The Skylark is on the extension of the Flatiron vein and produced $250,000.00 from 1916-1918. The Big Ben is on the extension of the Spanish vein and has a shaft 187 ft. deep.

We want to clean out the Big Ben shaft, at present the shaft is filled with tailings from the Kelly Mine, Red Mountain, California. After it is cleaned out we want to drift to the northwest and to the southeast, until we contact the vein. This will cost $15.00 per foot (4x6). We should contact the main vein, which is from 10" to 2' wide, within 100 ft. and not more than 150 ft. For drifting and cleaning out the shaft, it should not exceed $2,750.00. It will cost $5,000.00 to erect the head frame, ladders, bucket ways, bucket, hoist and cable, compressor, jack hammers, drifter, steel and bits, etc. The whole operation should not cost over $8,000.00.

If the vein or veins are contacted, we want to install a mill with a capacity of not more than 5 tons per hour. The reason for this is that there is no mill near by that does any custom milling, and as there are mines for miles around that have to send their ore to Bishop, California.

The estimated cost of the mill is:

1 Bunker	$ 500.00	Motor
1 Primary Crusher	1,500.00	$ 250.00
1 Bottom Discharge Mill	1,000.00	250.00
1 Fine Grind Mill	2,000.00	500.00
1 Dust collector	500.00	
1 Conveyor	100.00	
4 Dunham Concentrating tables	4,000.00	included
1 Magnetic Separator	2,000.00	"
Cement foundations, housing same and installation costs	15,000.00	
	$27,000.00	$1,000.00

This mill should be installed at Randsburg or Red Mountain, California where water and electricity is available. The total amount of the loan should not exceed $36,000.00. Mr. Jim Sierra will be in charge of all underground mining operation. Mr. Sierra was Supervisor of underground work for the Yellow Aster Mine, Randsburg, California for twenty eight (28) years.

C
O
P
Y

LEASE AND OPTION AGREEMENT

THIS AGREEMENT, entered into this 10th day of January, 1952 between P. J. OSDICK, Red Mountain Post Office, Osdick, California, PARTY OF THE FIRST PART, and MRS. MAGDA ALTHEIM, of No. 830 West Sixth Street, Los Angeles, California, PARTY OF THE SECOND PART:

WHEREAS, Party of the First Part is sole owner of the Osdick Tungsten Group of Eight (8) unpatented lode claims, located in the Rand Mining District, (Atolia), Sections 17, 20 and 21, Township 30 S. R. 41 E., M.D.M., San Bernardino County, California, aggregating 134 acres, more or less, and recorded in said county records under the following Claim names, Book and Page numbers:

1.	ANGEL	BOOK 219, Page 67
2.	HORSESHOE	BOOK 219, Page 67
3.	HARDBLOW	BOOK 221, Page 4
4.	SKYBRIGHT	BOOK 221, Page 2
5.	SUNRISE	Book 221, Page 1
6.	LILLIAN J.	BOOK 221, Page 2
7.	HORSESHOE FRACTION	BOOK 221, Page 3
8.	LLEWELYN	BOOK 219, Page 68

and

WHEREAS, Party of the Second Part is desirous of acquiring and operating above properties, it is agreed between the Parties hereto as follows:

1. The purchase price of said property is EIGHTY THOUSAND DOLLARS ($80,000.00).

2. Terms shall be.

   a. $500.00, receipt of which is hereby acknowledged. $2,000.00 when the deeds to the above claims having been deposited in escrow, or before January 25, 1952. All escrow and title charges and attorney's fees shall be paid by Second Party.

   b. $2,500.00 within ninety (90) days thereafter.

   c. $250.00 per month, commencing ninety (90) days after the second payment and payable on the first day of each and every succeeding month thereafter until the payments and the royalties paid total EIGHTY THOUSAND DOLLARS ($80,000.00)

d. The total sum of EIGHTY THOUSAND DOLLARS ($80,000.00) shall be paid on or before five (5) years from date.

e. Royalties on mineral production shall be paid at the rate of ten percent (10%).

3. All cash and monthly payments shall be considered as advances against future royalties developed. All cash payments and royalties actually received by First Party to apply to purchase price of property.

4. Royalties shall be based on net returns of sales of products, net returns being the amount received from any mill, refinery, or purchaser, after deducting transportation and refining charges other than those incurred on premises. Party of Second Part shall furnish to Party of First Part copies of all buyers' settlement statements, along with check for royalties due hereunder, within ten days of receipt by Second Party of shipment returns. Monthly reports of the work done and the ore or concentrate shipped, and a copy of all shipments made shall be delivered to First Party by the 15th of the month following said work, and shipments. The books of the Second Party shall be open to the inspection of the First Party at all reasonable times during business hours.

5. Party of Second Part shall be responsible for required assessment work for all claims involved.

6. Rights under this lease and option to purchase shall remain in effect as long as monthly payments and royalties are duly made as per provisions above and other conditions and terms herein are duly complied with, but not to exceed five (5) years from date hereof. Any default by Party of the Second Part in making any monthly or royalty payment promptly as specified, breach of any other provision herein if not corrected within thirty (30) days of receipt of notice of such breach, or due notice by Second Party to First Party of intention to abandon, shall automatically terminate this agreement, with all rights and title reverting to First Party, Second Party agreeing to furnish Quitclaim to that effect.

In the event of any such termination or abandonment, all sums of money theretofore paid or deposited to the credit of First Party, whether by way of cash, monthly advancements, royalties or otherwise, shall be retained by the Party of the First Part as his sole and absolute property, and Second Party shall have no right or claim to return of any part thereof.

Time is of the essence of this agreement.

7. Payments made, and notices served hereunder, shall be accepted as duly made if mailed by registered mail by respective parties concerned to addresses above set forth.

8. All payments are to be made to account of P. J. OSDICK, at Farmers & Merchants National Bank of Los Angeles, 4th and Main Street, Los Angeles, California.

9. Upon completion of purchase price, as per terms above, by cash payments and royalties accrued, and by further cash payments for any deficiency, to the overall total of EIGHTY THOUSAND DOLLARS ($80,000.00), First Party agrees to deliver to Second Party by good and sufficient deed of conveyance, free from all encumbrances, all his rights and title to above property.

10. In the event of termination of this agreement, short of purchase completion, Second Party shall have the right to remove within thirty (30) days all equipment and supplies brought onto the property by her. If not so removed within such time they shall become the property of First Party.

11. Party of the First Part, or his duly appointed agent, shall have the right of access to property or operations connected with the mining and recovery of values therefrom, but at his own risk.

12. Party of Second Part agrees to hold Party of First Part, and his property, free and clear of all liens, claims and demands arising out of any acts of omission or commission of Second Party, or any person or persons claiming under her.

13. Party of the Second Part hereby assumes all responsibility in case of accident to herself or her assigns, or to any employee in or upon the demised premises, and for that purpose, Second Party expressly agrees (at her sole cost and expense) to comply in all respects with the insurance and other requirements of the laws of the United States and the State of California, and she shall insure and keep insured with some reliable accident insurance company, or the insurance department of the State of California, all persons employed by her or her agents, upon the demised premises, and, in connection with her operations hereunder, will in all respects comply with the Workmen's Compensation Law of the State of California.

15. Party of the Second Part shall have no right to assign this lease, or any part thereof, nor shall she have any right to sublet the premises hereby leased, or any part thereof, without the written consent of Party of the First Part first had and obtained.

16. The mining properties herein leased are unpatented claims, and Second Party agrees that she will, before June 15, 1952, commence and complete certain work on each of said claims to comply with all the laws of Congress relative to necessary assessment work on unpatented mining claims. Second Party further agrees that such work will be of the kind and character required by such laws, and further agrees that she will, within the time required by law, make proper affidavit thereof and deliver the same to First Party for recordation prior to the due date thereof.

17. The Second Party agrees to permit the posting of notices of non-responsibility by First Party for any work done in the premises or material furnished thereto, or for any obligations incurred by or for Second Party in connection with said premises or their operations hereunder, and that Second Party will keep and maintain such notices so posted.

18. It is expressly understood and agreed that Second Party may, at any time, terminate this lease and all of the rights of Second Party thereunder by giving to said First Party a written notice of said termination not less than thirty (30) days prior to the date upon which said termination shall be effective. Said notice of termination shall be sufficient if and

when deposited in the United States mails at Los Angeles, California, postage prepaid, addressed to said First Party at Red Mountain, San Bernardino County, California, or if and when said notice of termination shall be handed said First Party personally.

19. It is further expressly understood and agreed that, at the termination of this lease, said Second Party, immediately upon said termination, shall return to and deliver up the possession of the whole of said premises, including the improvements now thereon, peaceably and quietly to First Party, or his authorized agent.

20. This agreement shall apply to and bind the heirs, administrators and assigns of the parties hereto.

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

Executed in duplicate.

S/ P. J. Osdick
PARTY OF THE FIRST PART

S/ Magda Altheim
PARTY OF THE SECOND PART

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of California, County of San Bernardino, described as follows: 1/ Osdick Tungsten Group of Eight (8) unpatented lode claims, located in the Rand Mining District, (Atolia), Sections 17, 20 and 21, Township 30 S.R.41 E, M.D.M., San Bernardino County, California, aggregating 134 acres, more or less, and recorded in said county records under the following Claim names, Book and Page numbers:

1.	Angel	Book 219, Page 67	4.	Skybright	Book 221, Page 2
2.	Horseshoe	Book 219, Page 67	5.	Sunrise	Book 221, Page 1
3.	Hardblow	Book 221, Page 4	6.	Lillian J.	Book 221, Page 2
7.	Horseshoe Fraction	Book 221, Page 3	8.	Llewelyn	Book 219, Page 68

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ Magda Altheim

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions

Dated this 8th day of June, 1954.

Bond and Lessee Magda Altheim [Seal]

owner H. J. Osdick [Seal]

[Seal]

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

3/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

(a) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Interior—Duplicating Section, Washington, D. C. 47318

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of ~~California~~, County of ~~San Bernardino,~~ described as follows: 1/ Osdick Tungsten Group of Eight (8) unpatented lode claims, located in the ~~Rand Mining District, (Atolia), Sections 17, 20 and 21, Township 30 S.R.41 E, M.D.M., San Bernardino County, California, aggregating 134 acres, more or less, and recorded~~ in said county records under the following Claim names, Book and Page numbers:

~~1. Angel~~	~~Book 219, Page 67~~		~~4. Skybright~~	~~Book 221, Page 2~~	
2. Horseshoe	Book 219, Page 67		5. Sunrise	Book 221, Page 1	
~~3. Hardblow~~	~~Book 221, Page 4~~		~~6. Lillian J.~~	~~Book 221, Page 2~~	
~~7. Horseshoe Fraction~~	~~Book 221, Page 3~~		~~8. Ylewelyn~~	~~Book 219, Page 68~~	

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ ~~Magda Altheim~~

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions

Dated this ~~8th~~ day of ~~June~~, 195~~4~~.

Bond and Lessee Magda Altheim [Seal]

owner Osdick Co [Seal]

[Seal]

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

3/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

(a) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Interior--Duplicating Section, Washington, D. C. 47318

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of _____, County of _____ described as follows:1/ _____

_____

_____

_____

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ _____

_____

_____

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions _____

_____

_____

_____

Dated this _____ day of _____, 195__.

Bond & Lessee Magda Altheim [Seal]

Owner [illegible] [Seal]

_____ [Seal]

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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(a) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Interior--Duplicating Section, Washington, D. C. 47318

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of _____, County of _____, described as follows:1/ _____

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ _____

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions _____

Dated this _____ day of _____, 195__.

Bond & Lease Magda Altheim [Seal]

Owner T. D. Osdick [Seal]

_____ [Seal]

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

3/ Mining or production from the land is not required, and in the absence of production there is no obligation to repay the Government.

Repayment by Operator.--a. Certification.--If at any time the Government considers that a discovery or development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the final report and final account, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

b. Percentage royalty.--The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land described in Article 2,--(1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, as follows:

(a) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

d. Lien for Payment.--To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Interior—Duplicating Section, Washington, D. C. 47318

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of _____, County of _____ described as follows:1/ _____

which is the subject of a proposed exploration project contract, hereinafter called the "contract", between the United States of America, hereinafter called the "Government", and

2/ _____

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions _____

Dated this _____ day of _____, 195_.

Bond and Lessee Magda Altheim [Seal]

Owner P. D. Oedicke [Seal]

_____ [Seal]

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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(a) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

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f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Interior—Duplicating Section, Washington, D. C. 47318

MF-203
(Revised July 1, 1953)

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of ~~California~~, County of ~~San Bernardino~~, described as follows:1/ ~~Oil & Gas Exploration Group of Eight (8) unpatented lode claims, located in the Red Mtn. District, (Mojave), Sections 17, 20 and 21, Township 30 S.R.41 E, M.D.M., San Bernardino County, California, aggregating 131 acres, more or less, recorded in said county records under the following claim names, Book and Page numbers:~~

~~1. Angel Book 219, Page 67 4. Alpenglow Book 221, Page 0~~
~~2. Lucerne Book 219, Page 67 5. Cuatro Book 221, Page 1~~
~~3. Legation Book 221, Page 4 6. William J. Book 221, Page 2~~

which is the subject of a proposed exploration project contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government", and

2/ ~~Magda Altheim~~

_____

_____

hereinafter called the "Operator"; and

WHEREAS, under the provisions of said contract the Government is entitled to a percentage royalty on production (as set forth on the reverse side hereof) and to other rights and equities which do or may conflict with or be adverse to the rights of the undersigned:

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof, there is hereby granted to the Government a lien upon the land above referred to and upon any production of minerals therefrom, until said royalty is fully paid or ten years have elapsed from the date of the contract, whichever occurs first.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

4. Changes and added provisions_____

_____

_____

_____

Dated this ~~6th~~ day of ~~June~~, 195~~3~~5.

Bond Lessee Magda Altheim [Seal]
Owner P. J. Godick [Seal]
_____ [Seal]

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

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(b) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) percent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

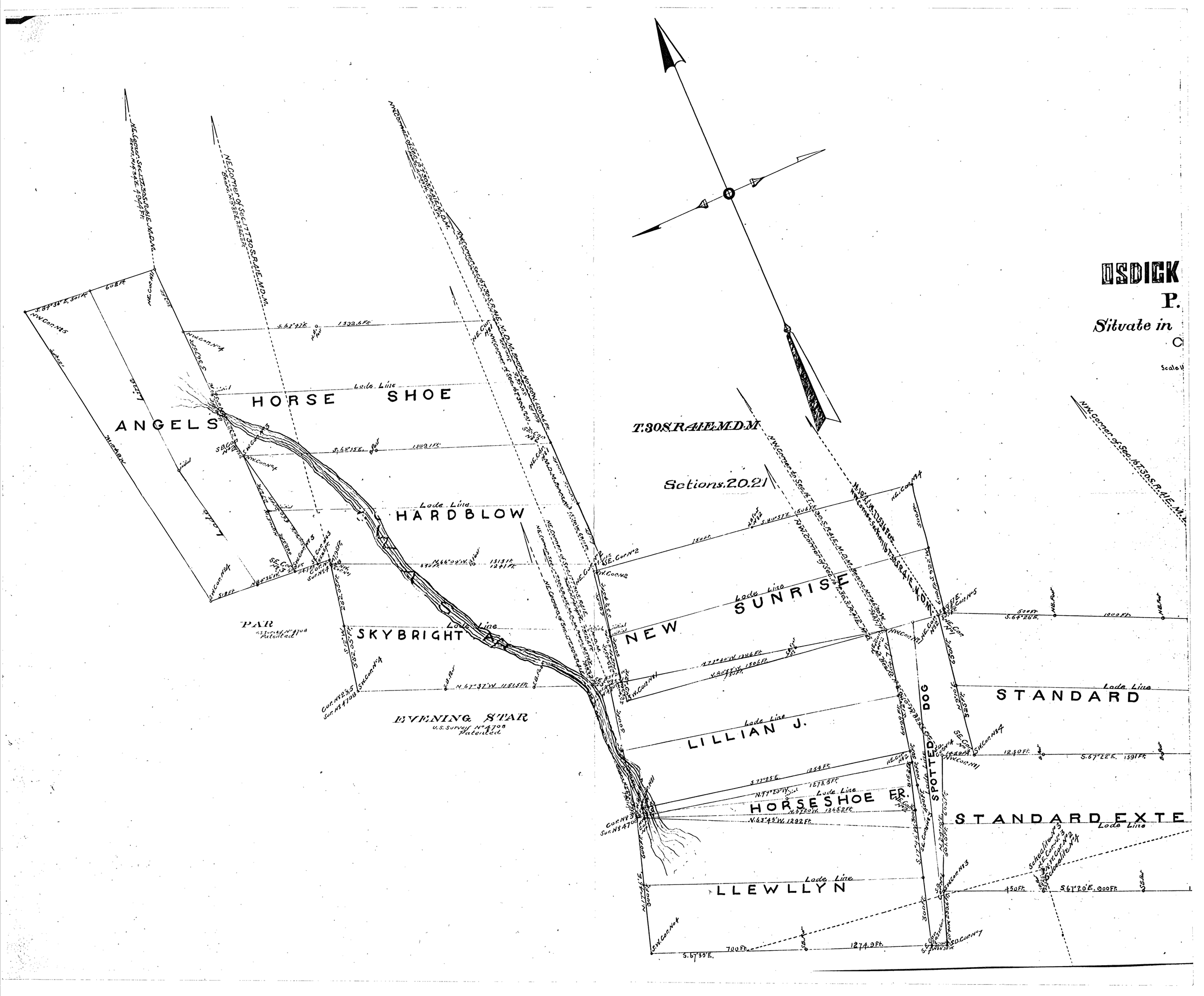
c. Definitions.--As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

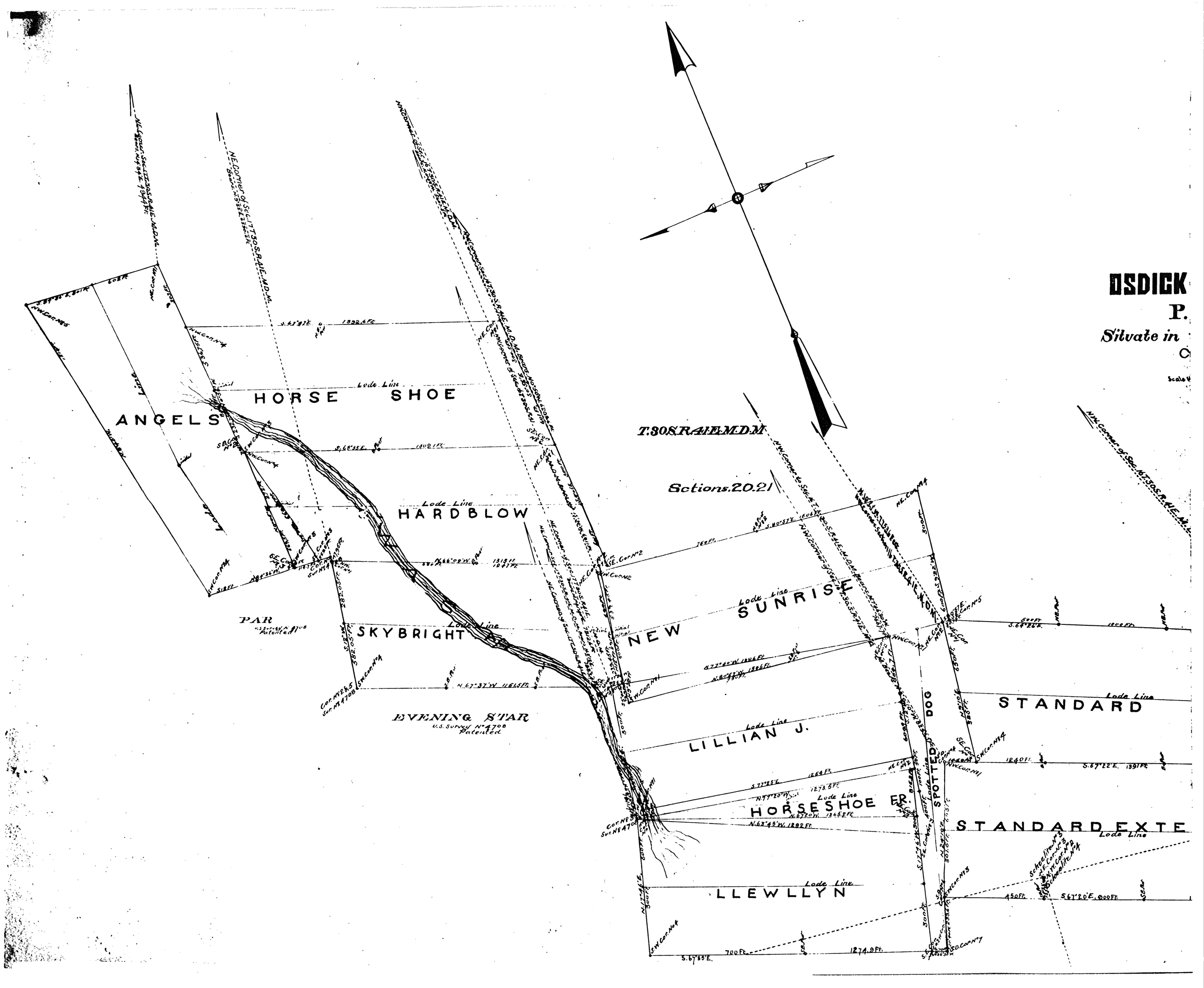
d. Lien for Payment.--To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

e. Notice to Purchasers.--The Operator shall notify any purchaser of the production of the Government's royalty interest, and shall authorize and direct the purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets; but failure or refusal by the purchaser to comply shall not relieve the Operator of liability to pay any royalty falling due.

f. No Obligation to Produce.--This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Interior—Duplicating Section, Washington, D. C. 47318


OSDICK
P.
Situate in
Scale
T.30S.R.41E.M.D.M.
Sections.20.21
ANGELS
HORSE SHOE
HARDBLOW
SKYBRIGHT
NEW SUNRISE
PAR
U.S. Survey No 4708 Patented
EVENING STAR
U.S. Survey No 4708 Patented
LILLIAN J.
HORSESHOE FR.
LLEWLLYN
DOG
SPOTTED
STANDARD
STANDARD EXTE
Lode Line
N.W. Corner of Sec. 16 T.30S.R.41E.M.D.M.
N.W. Corner of Sec. 17 T.30S.R.41E.M.D.M.
N.E. Corner of Sec. 17 T.30S.R.41E.M.D.M.
N.E. Corner of Sec. 17 T.30S.R.41E.M.D.M.
N.W. Corner of Sec. 16


OSDICK
P.
Situate in
Sections 20.21
T.30S.R.41E.M.D.M.
ANGELS
HORSE SHOE
HARDBLOW
PAR
U.S. Survey N° 4708
Patented
SKYBRIGHT
EVENING STAR
U.S. Survey N° 4708
Patented
NEW SUNRISE
LILLIAN J.
HORSESHOE FR.
LLEWLLYN
DOG
SPOTTED
STANDARD
STANDARD EXTE
Lode Line
1332.6 Ft.
1332.1 Ft.
1318 Ft.
1247 Ft.
768 Ft.
1864 Ft.
1273.5 Ft.
1865.2 Ft.
1882 Ft.
1274.9 Ft.
700 Ft.
1240 Ft.
1391 Ft.
450 Ft.

OSDICK
P.
Situate in
T.30S.R.41E.M.D.M.
Sections.20.21
ANGELS
HORSE SHOE
HARDBLOW
PAR
U.S. Survey No. 4708 Patented
SKYBRIGHT
EVENING STAR
U.S. Survey No. 4708 Patented
NEW SUNRISE
LILLIAN J.
HORSESHOE FR.
SPOTTED DOG
STANDARD
STANDARD EXTE
LLEWLLYN
Lode Line
NW. Corner of Sec. 16 T.30S.R.41E.M.D.M.
NE. Corner of Sec. 17 T.30S.R.41E.M.D.M.
NW. Corner of Sec. 17 T.30S.R.41E.M.D.M.
S.67°22'E. 1391 Ft.
S.67°20'E. 900 Ft.
S.67°35'E.
1274.9 Ft.
700 Ft.
450 Ft.
1840 Ft.
1332.6 Ft.
1502.1 Ft.
1313 Ft.
1241 Ft.
1346 Ft.
1306 Ft.
1254 Ft.
1273.5 Ft.
1352 Ft.
1292 Ft.
1151.5 Ft.
N.67°37'W.
S.67°55'E.
N.66°02'W.
S.64°26'E.
S.77°25'E.
N.77°20'W.
N.67°20'W.
N.63°45'W.
S.67°55'E.
Schedule No. 3
Schedule No. 4