400

SEP - 7 1955

Mr. Neil B. Steuer
3226 Hampton Way
Fresno, California

Re: Docket No. DMEA 3562 - Tungsten
Swamp Lake property (Young Group
of Claims)
Fresno County, California

Dear Mr. Steuer:

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 our information, although noting a small amount of tungsten mineralization in outcrops and surface trenches on the Swamp Lake property (Young Group claims), indicates to us that the probability of disclosing minable tungsten ore reserves by your 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. O. Mittendorf

Administrator

SPNOLT:fcc
cc to: Docket
Code 400
Adm. Read. File
Oper. Comm.
FT. REG. II
Messrs. Holliday, USBM
Kiilsgaard, USGS

400

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

1605 Evans Avenue
Reno, Nevada

August 19, 1955

Copy returned 200

Mr. Neil B. Steuer
3226 Hampton Way
Fresno, California

Re: Docket No. DMEA-3562 (Tungsten)
Swamp Lake Property
Fresno County, California

Dear Mr. Steuer:

I am returning your report on the "Tungsten Deposits of the Mud Lakes District".

We thank you for the use of this report, as well as for your cooperation with our engineers during their recent examination of your property.

Very truly yours,

S. Ricker
Executive Officer
DMEA Field Team, Region II

Encl.

SRicker:gh
cc: Operating Committee, DMEA, Wash., D.C.
R. M. Smith
File

RECEIVED

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

100
PIC

1605 Evans Avenue
Reno, Nevada

August 19, 1955

Memorandum

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

From: Executive Officer, DMEA Field Team, Region II

Subject: Docket No. DMEA-3562 (Tungsten)
Neil B. Steuer
Swamp Lake property (Young Group claims)
Fresno County, California

Reference is made to your letter of November 22, 1954 relative to a field examination of above subject property.

Attached are four copies of a report by H. K. Stager, Geological Survey and H. W. Jones, Bureau of Mines, in which it is recommended that the application for Government exploration aid be denied. Roscoe Smith and I concur in the recommendation.

The applicant's report "Tungsten Deposits of the Mud Lakes District, Fresno County, California" has been returned to him.

S. Ricker

Attach.

SRicker:gh
cc: R. M. Smith
File

RECEIVED
AUG 2 1 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR
DOUGLAS McKAY, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION II

APPLICATION REPORT

DMEA-3562 (Tungsten)
Neil B. Steuer
Young Claims, Fresno County, California

by

H. W. Jones
Mining Engineer
U. S. Bureau of Mines

H. K. Stager
Geologist
U. S. Geological Survey

August 16, 1955

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ILLUSTRATIONS

Figure 1. Location map.

2. Claim map.

3. Young No. 1 Tungsten deposit, Fresno County, California

4. Young No. 2 Tungsten deposit, Fresno County, California

INTRODUCTION

Mr. Neil B. Steuer, 3226 Hampton Way, Fresno, California, applied for Government assistance in a $40,950 program under the Defense Minerals Exploration Administration, docket number 3562, to explore for tungsten on the Young claims, near Swamp Lake, Fresno County, California. The applicant estimated 38,000 tons of ore, assaying 1.0 percent WO_3, and wished to explore the property by diamond drilling to determine the amount and grade of ore present to facilitate planning the installation of a mill for concentration of scheelite from the ore.

A field examination was requested by the Operating Committee, and was made by H. K. Stager, U. S. Geological Survey, and H. W. Jones, U. S. Bureau of Mines, on July 9 and 10, 1955, accompanied by the applicant.

The applicant's maps were carefully studied and were compared with the geologic exposures in the prospect area. Some additional mapping was done and seven samples were taken by the examiners.

The property was also examined in 1951 under docket No. DMA-786 (1559X) for tungsten, and the application denied.

CONCLUSIONS AND RECOMMENDATIONS

The Young claims contain several exposures of tungsten-bearing material. The results of the examination indicate that the overall grade of the deposit is too low and the scheelite too erratically distributed to constitute a minable ore body.

The applicant originally proposed a diamond drilling program but now wishes to change to one of drifting and crosscutting. The drifting

program is too ambitious for the meager exposures. By drifting on these exposures, with Government assistance if possible, the applicant hopes to supply the ore necessary to run his mill. He is in the position of many inexperienced mine operators in that he is building a mill with no ore developed and before he has explored the deposit. The original drilling proposal which has been abandoned is better suited to explore the deposit, but would probably cost more than the value of the ore that might be discovered.

It is recommended that Government assistance under the DMEA program be denied.

LOCATION, ACCESSIBILITY AND LOCAL RESOURCES

The Young claims, also referred to as the Swamp Lake claims, are southwest of Swamp Lake at the headwaters of Dinkey Creek. They are in sections 19 and 30, T. 9 S., R. 27 E., M.D.M., Fresno County, California, on the west side of Brown Peak at an altitude of 9200 to 9600 feet.

The area is 13.5 miles from the Dinkey Creek store, and is accessible only by 4-wheel drive vehicles. Heavy snowfall blocks travel for 5 to 6 months of the year.

There is a sufficient supply of timber and water for all mining purposes. A tent house camp was established at Grouse Lake, about one half mile from the property. The nearest permanent housing facilities, however, are at Dinkey Creek Post Office.

The nearest supply center for mining material and labor is Fresno, Calif. 70 miles by road southwest of the property.

PROPERTY, HISTORY AND OWNERSHIP

The property consists of four lode claims held by location. They are the Young claims Nos. 1, 2, 3, and 4, listed at the Fresno County courthouse, Fresno, Calif. in vol. 1939 p. 155, vol. 1938 p. 182, vol. 1939 p. 156, and vol. 1939 p. 155.

The deposits are reported to have been discovered in 1941 by Ed Young. They were relocated by Joe Sadler in 1947, and transferred to Frank Herrington of Los Angeles, the present owner, who in turn leased them to Martin Kritzer until May 1951 and then to Col. Pierce, who retained an interest until they were leased by the present applicant, N. B. Stener and C. E. Marsh in 1953. Mr. Stener wrote a rather comprehensive geological report on the Mud Lakes District in 1950 while attending University of California at Los Angeles, and has based his later evaluations upon this report.

Except for a few shallow pits no work of consequence has been done and there has been no reported production from the property.

An open pit tungsten mine and 50-ton mill is currently in operation on the Mud Lake No. 7 deposit, 1-1/3 miles south of Swamp Lake. This property was successfully explored under DMA-1559X, Contract No. Idm-E68.

GENERAL GEOLOGY

The Young claims are in an area of high relief and much of the surface is covered with talus and alluvium. The rocks exposed in the vicinity of the claims are chiefly metamorphosed sedimentary rocks of probable Paleozoic age. These rocks are in a northwesterly

trending body about one mile wide and four miles long which is bounded on all sides by granitic rocks of the Sierra Nevada batholith.

A reconnaissance geologic map that includes the area was made by Krauskopf in 1942 and 1943.1/

Metamorphic rocks in the claim area are quartzite, schist, and hornfels. The quartzite is fine-grained, light-colored, and is conspicuous for the blocky talus slopes that form below the outcrops. The schist is a well foliated, gray, mica schist that weathers to brown on the outcrop. The hornfels is similar to the schist, except for lack of orientation of mica flakes, and grades laterally into schist. The metamorphic rocks strike about N. 10° to 30° W. and dip from 70° NE. to 20° SW.

The granitic rock in the claim area is a light gray porphyritic biotite granite.

Lenses of epidote-garnet tactite, metamorphosed from limy zones in the schist and hornfels, occur at and near the contact with granitic rocks. Tungsten ore deposits are associated with the tactite.

ORE DEPOSITS

The tungsten ore bodies are irregular scheelite-bearing pods and lenses in tactite at and near the contact of granite with the sedimentary rocks. They strike north and dip from 20° W. to 70° E., range from a fraction of an inch to 6 feet in width and from a few feet to 50 feet in length.

1/ Krauskopf, Konrad B., 1953, Tungsten Deposits of Madera, Fresno, and Tulare Counties, California: Calif. Div. Mines Special Report 35, pl. 1.

Scheelite, the only tungsten mineral that was seen, is erratically distributed in the tactite and the WO_3 content ranges from a trace to as much as 3 percent. Concentrations of scheelite several feet across that average about 0.5 percent WO_3 are commonly surrounded by nearly barren tactite. The minable pods of ore are from 40 to as much as several hundred feet apart in the tactite lenses. Gangue minerals are epidote, garnet, quartz, and calcite.

SAMPLING

A total of seven samples were taken at locations as indicated on figures 3 and 4. It is considered that they indicate the higher value of mineralization on the property in the scattered lenses within the tactite and do not represent the average values that would be encountered in mining. Trenches showing little to no scheelite were not sampled.

Sample descriptions and the results are as follows:

Sample No.	Length	Assay	Description
236	4.4'	0.19	Freshly exposed fine-grained garnet-epidote tactite, oxidized coating on outcrop. South end #2 claim.
237	4.5'	0.91	Roll in tactite, coarse garnet-epidote, quartz facing. North end #4 claim.
238	5.0'	0.83	Fine grained epidote-tactite, some manganese. Pits on either extension of lens show no scheelite.
239	3.5'	0.07	Lowermost exposure of tactite pendant showing scheelite mineralization. Young #2 claim.
240	6.0'	2.29	Coarse scheelite in fine grained epidote tactite, some garnet.

Sampling (cont'd.)

Sample No.	Length	Assay	Description
241	4.0'	0.10	Banded garnet-epidote tactite.
242	3.0'	0.78	Fine grained tungsten in epidote-garnet tactite.

ORE RESERVES

The applicant estimates that the reserve on the Young claims is 38,000 tons of indicated ore with an average grade of about 1 percent WO_3.

There are no measured reserves.

Krauskopf and Irwin (DMA docket 786 (1559X) July 1951) estimated a reserve of about 2,000 tons of ore with a grade between 0.5 and 1.0 percent WO_3. A review of the applicant's maps and the maps prepared during the previous examination, with a careful study and sampling of the outcrops under ultraviolet light, revealed that the appraisal by Krauskopf and Irwin is the more realistic estimate.

The tactite pods on the Young claims, although of minable grade, are small and erratically distributed. Several thousand tons of ore may be mined from the exposures on these claims but after the easily accessible surface ore has been removed the cost of exploration to find and mine additional pods and lenses of ore will probably exceed the value of the ore.

PROPOSED EXPLORATION

The applicant originally proposed a program consisting of about 2,500 feet of diamond drilling in 8 holes to test the downward extent

of the scheelite-bearing tactite lenses. Total cost of the program, that included road and camp construction, was estimated to be about $40,950. Since submitting the application in November 1954 the applicant has completed a road to the property, has built a tent camp and has transported a 50 ton per day mill to the property that he expected to place in operation by late July 1955. The applicant has changed his exploration plan from diamond drilling to drifting and crosscutting. He now plans to drive about 1,400 feet of underground drifts and crosscuts at an estimated cost of about $49,000 and is no longer interested in a drilling program.

The revised program planned by the applicant is aimed primarily at supplying ore for the mill at the property. It is too ambitious for the meager exposures of scheelite-bearing material on the property. Although the original drilling program would probably cost more than the value of the ore that might be discovered it would be better suited to explore the deposit than the present plan.

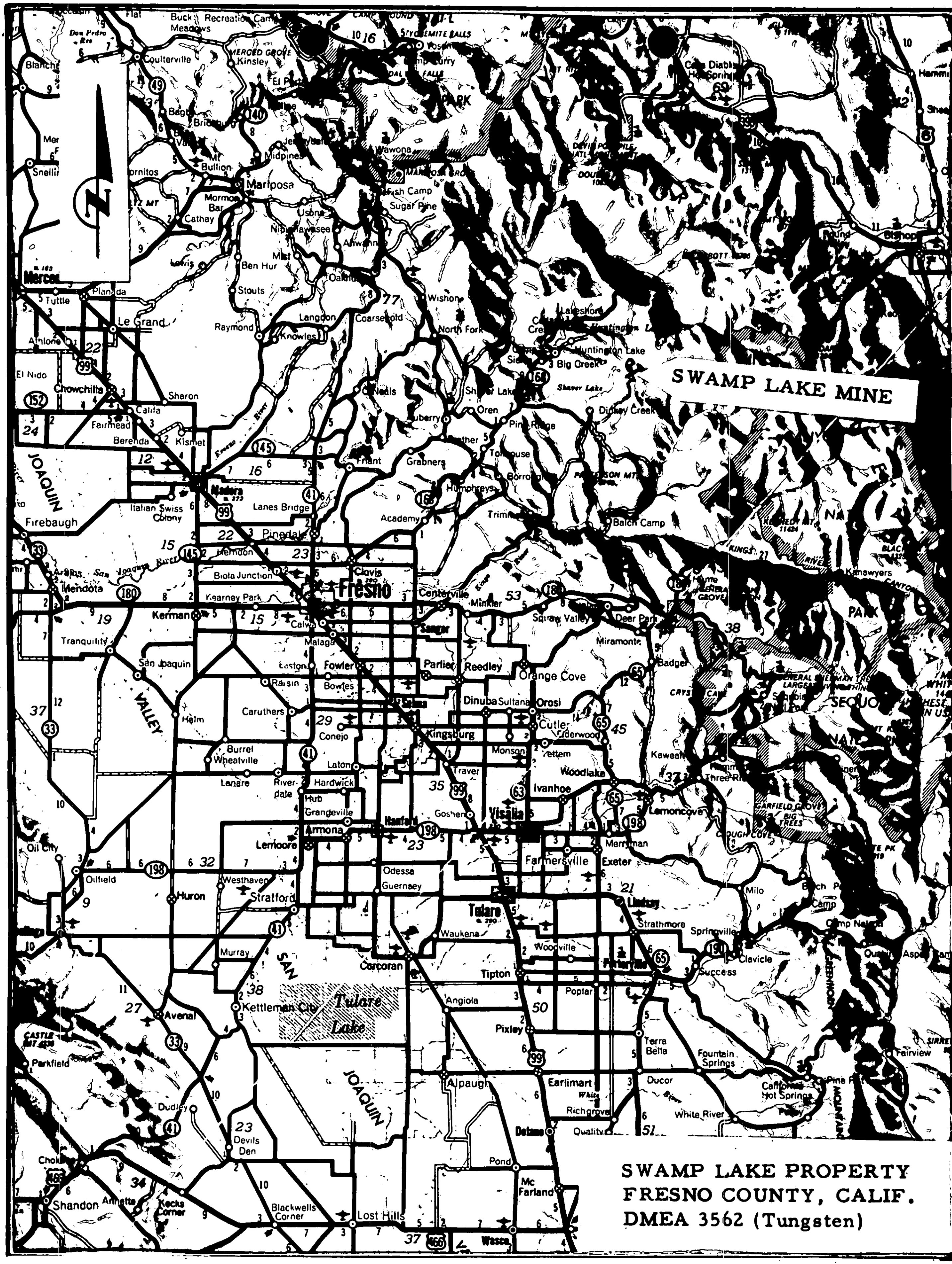
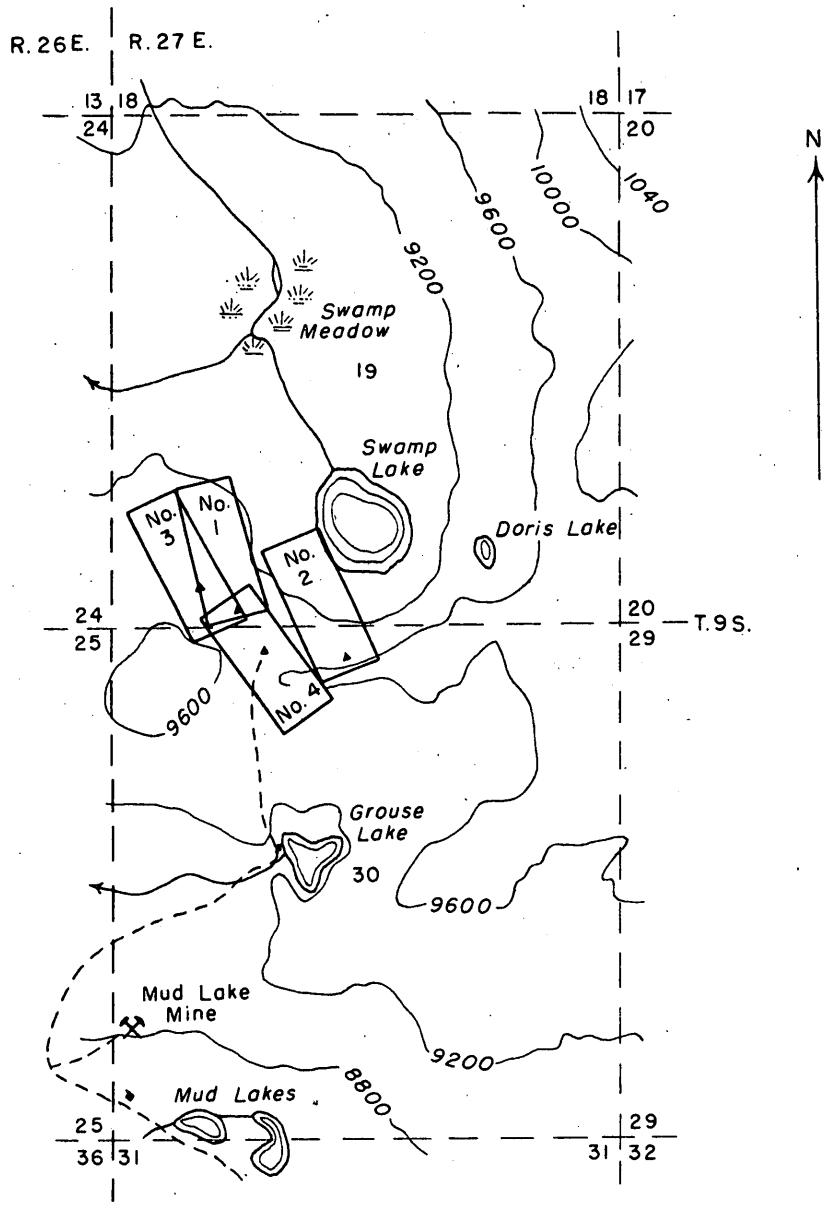


Fig. 1 LOCATION MAP CALIFORNIA

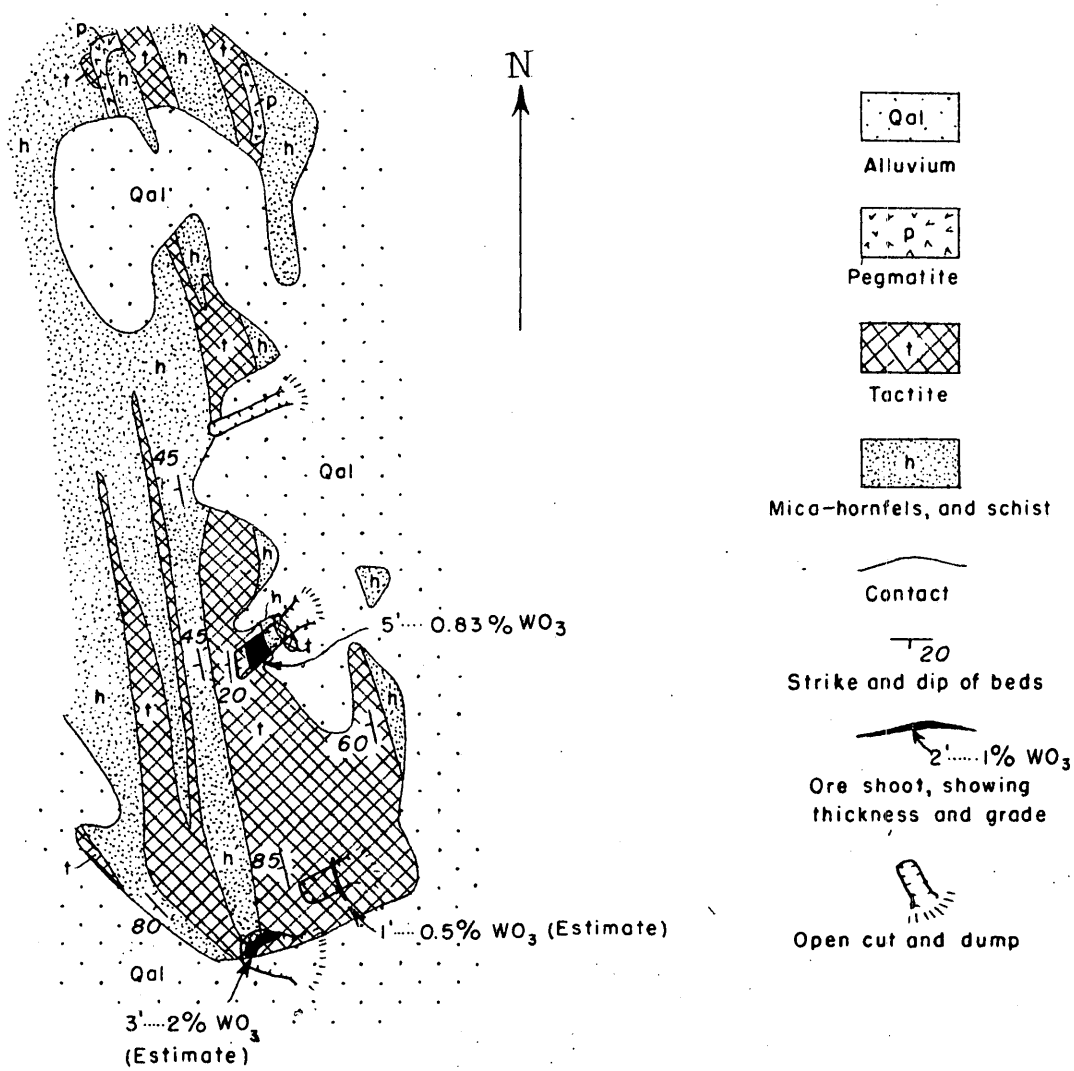


U.S. Geological Survey Base Map
Huntington Lake Quadrangle, 1953

Figure 2. CLAIM MAP OF THE YOUNG GROUP OF CLAIMS
FRESNO COUNTY, CALIFORNIA

2000 0 2000 4000 Feet

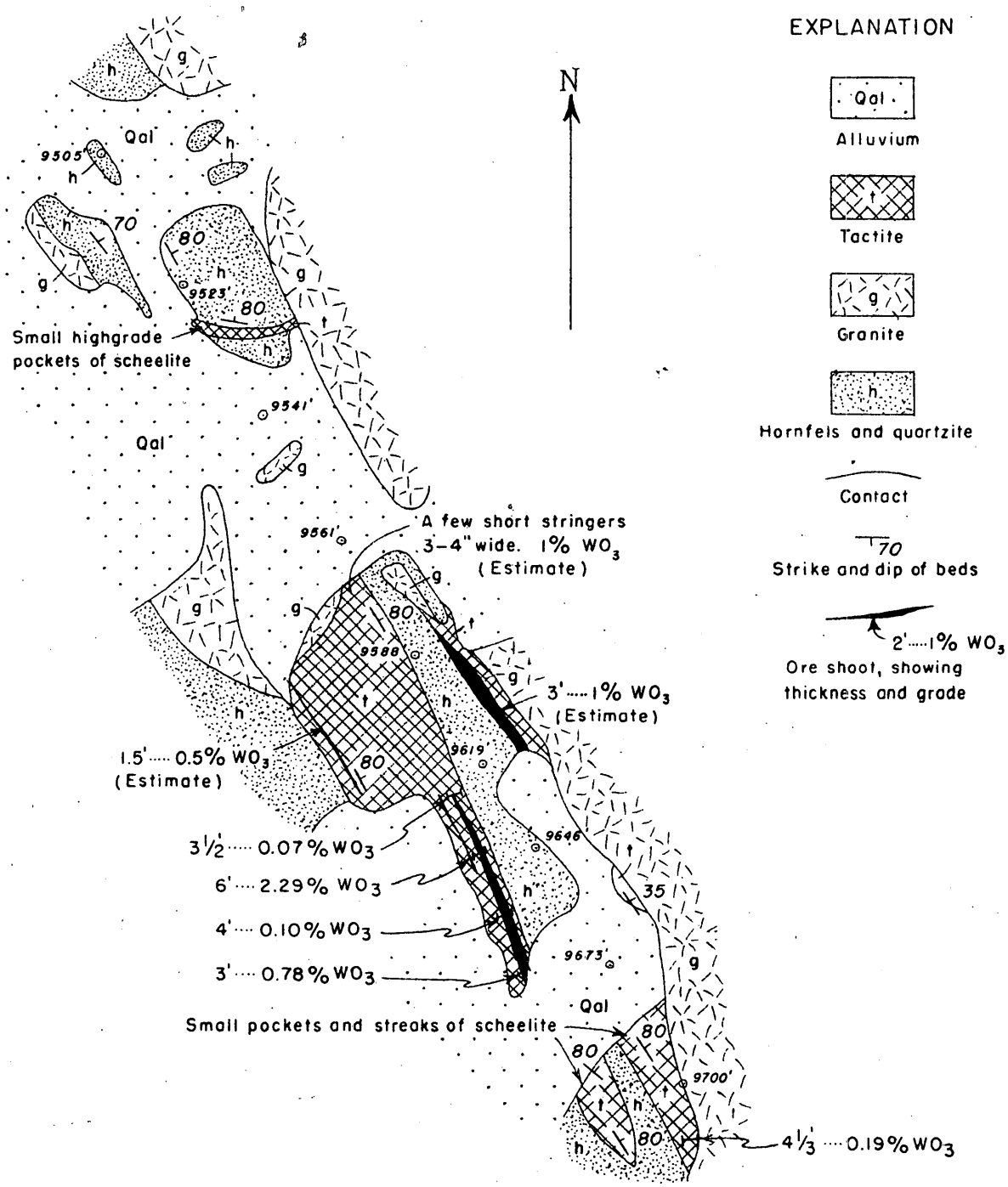
Contour interval 400 feet
Datum is mean sea level



Mapped with Brunton and tape
by K. B. Krauskopf and W. P. Irwin
June 15, 1951
Assays, July 1955

Figure 3. YOUNG NO. I TUNGSTEN DEPOSIT, FRESNO COUNTY, CALIFORNIA

0 50 100 150 Feet



Mapped with Brunton and tape
by K. B. Krauskopf and W. P. Irwin
June 15, 1951
Assays, July 1955

Figure 4. YOUNG NO. 2 TUNGSTEN DEPOSIT, FRESNO COUNTY, CALIFORNIA

0 50 100 150 Feet

IN REPLY REFER TO:

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

August 26, 1955

Re: DMEA 3562
Neil B. Steiner
Swamp Lake property
(Young Group)
Fresno Co., Calif.
$40,950 - Tungsten

Memorandum

To: W. S. Martin, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team report.

The Young prospect has been the subject of two reports concerned with DMEA applications. Neither agrees with the views of the applicant, as expressed in the application, as regards probable tonnage and grade of the reserves.

I concur with the conclusions of the examiners and the denial recommendation of the Field Team.

N. E. Nelson

N. E. Nelson

NENelson:iml
G-8/26/55

cc: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
R. Holliday, 3513

MEMORANDUM

To: Administrator, DMEA

From: Iron and Ferro-Alloys Division, DMEA

Subject: Denial of request for exploration assistance in the amount of $40,950.00
Docket No. DMEA 3562 - Tungsten
Neil B. Steuer
Swamp Lake property (Young Group claims)
Fresno County, California

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

1. The applicant, Neil B. Steuer, 3226 Hampton Way, Fresno, California, requested exploration assistance in the amount of $40,950 for diamond drilling, later changed to drifting and crosscutting on the Swamp Lake property (Young Group claims).

2. The applicant controls by lease from Frank W. Harrington, owner, the Young Group Nos. 1, 2, 3 and 4 unpatented lode mining lode claims, situated near Swamp Lake in the Dinky Creek Mining District, Fresno County, California.

3. The proposed program is by drifting and crosscutting from surface in the ore zones on the Swamp Lake property (Young Group claims).

4. In the area proposed to be explored by the applicant sparse tungsten mineralization occurs as irregular scheelite-bearing pods and lenses in tactite along or near contacts with sedimentary rocks. There is no reason to predict that the size and grade of ore bodies will improve with depth.

5. The Field Team concludes that there is little probability of making a significant discovery and recommends denial. The Commodity Divisions of the Geological Survey and the Bureau of Mines concur in this recommendation. This property was also examined in 1951 under Docket No. DMA 786 (1559X) and the application denied.

TLCHAPMAN/fcc
8-29-55
cc to: Docket
Code 400
Adm. Read.
File
Operating Comm.

Thos. L. Chapman, Acting Chief
Iron and Ferro-Alloys Division

400

FEB 1 1955

400

Mr. Neil B. Steuer
3226 Hampton Way
Fresno, California

Re: Docket No. DMEA 3562 - Tungsten
Swamp Lake property (Young Group
claims)
Fresno County, California

Dear Mr. Steuer:

Reference is made to your application for exploration assistance under the Defense Minerals Exploration Program and to the "Owner's Consent to Lien" requested in our letter of November 22, 1954.

In order to conform the above-mentioned forms to our latest requirement, it will be appreciated if you will make the following insertion under Article 4, "Changes and added provisions": In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for the words "ten years have."

Sincerely yours,

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

cc: Docket
Adm. Read. File
FT, Reg. 2 - San Francisco
Code 400
W. McInnis, USBM
T. Kiilsgaard, USGS

FARutledge/WSMartin/ls
2/1/55

NOV 22 1954

Mr. Emil B. Steuer
3226 Hampton Way
Fresno, California

Re: Docket No. DMEA 3562 - Tungsten
Swamp Lake property (Young Group
claims)
Fresno County, California

Dear Mr. Steuer:

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. Spangler Rinker, Executive Officer, DMEA Field Team, Region III, 420 Custom House Building, 555 Battery Street, San Francisco, 11, California, for a field examination of the property.

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

Because the Owner's Consent to Lien submitted is an an obsolete form no longer in use, it would be appreciated if you would complete and return to us six copies of the enclosed revised form.

We are also enclosing the copy of your Option to Lease and Purchase Four Mining Claims, the Security Title Insurance Company report on title of claims, and the Cancellation Agreement and Quit-Claim, which you requested to be returned. The copy of your report on the Young Group claims will be returned by the Field Team as soon as it is no longer required.

Sincerely yours,

C. O. Mittendorf

Administrator

FARutledge:fcc
11-17-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.
FT. REG. III
R. W. Geehan, USBM
Enclosure
Thor H. Kilsgaard, USGS

NOV 22 1954

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

Re: Docket No. DMEA 3562 - Tungsten
Neil B. Steuer
Sunup Lake property (Young Group claims)
Fresno County, California

Dear Mr. Ricker:

The above-docketed application for exploration assistance is being referred to your office for a field examination of the property.

Enclosed is a copy of a report by the applicant on the "Tungsten Deposits of the Mud Lakes District, Fresno County, California." Please return this report to the applicant as requested, when it is no longer needed.

Two copies of a relevant memorandum dated November 12, 1954, by E. L. Newcomb, Geological Survey are also enclosed for your information.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee

ENCLOSURE

FARutledge:fcc
11-16-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.
FT. REG. III
R. W. Geehan, USBM
Thor H. Killsgaard, USGS

APPROVED:

J. H. Hedges

Member, Bureau of Mines

E. L. Newcomb

Member, Geological Survey

(400)

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T 10 S.			2 425	
T 11 S.	15 3322			
T 12 S			3364 56	
T 13 S			696	
T 14 S				

Docket DMEA 3562

400

IN REPLY REFER TO:

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

November 12, 1954

Re: DMEA-3562
Neil B. Steuer
(Young Claims)
Mud Lakes District
Fresno Co., Calif.
$40,950 - Tungsten

Memorandum

To: W. S. Martin, Defense Minerals Exploration Administration

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

Subject: Review of application

The applicant's proposal involves diamond drilling a total of 1500-2500 feet to explore tactite zones formed along roof pendants of metasedimentary rocks in a granite intrusion.

The Young No. 1 and No. 2 claims were examined in 1951 by the Field Team in connection with docket DMA-786 (1559-X). The merit of the Young No. 1 claim was summed up in the following paragraph from the field examiners' report:

"The only occurrence of scheelite-bearing tactite of economic width and grade is in the southernmost cut. There the crest of the roll appears to constitute an ore control, and it is probable that a few tons of high-grade ore might be produced by mining down the plunge of the roll. The major part of the Young No. 1 tactite body appears devoid of scheelite, and the likelihood of developing an appreciable tonnage of ore is poor."

The following material was excerpted from the field report on the Young No. 2 claim:

"Tactite is exposed for a length of 310 feet. It has a maximum thickness of 55 feet, but the average thickness is considerably less.

"Several zones of scheelite-bearing tactite are present, which parallel the general attitude of the deposit. They range from a few inches to 3 feet in thickness, and have a total length of 170 feet. The average grade appears to be less than 1.0% WO_3.

"The Young No. 2 deposit contains possibly as much as 2,000 tons of inferred ore with a grade of 0.5 to 1.0% WO_3. Mining costs would be high, because the ore shoots are narrow and widely spaced. It is doubtful that an exploration program would disclose a large tonnage of ore."

At the time of the field examination, the Young No. 1 and No. 2 , the Mud Lake No. 4 and No. 7, and Mt. Nelson (Lone Wolf) deposits were under consideration for DMEA assistance. The Mud Lake No. 7 was the only deposit recommended for exploration by the Field Team. Indicated reserves were estimated to be 50,000 tons of 0.5% WO_3 on the Mud Lake No. 7 claim.

On a comparative basis there was no question that the Mud Lake No. 7 was the best exploration bet. In fact, as a result of DMEA work, this property was certified as a discovery and is paying off the Government's lien on the property.

Although the Young claims are not as promising as the Mud Lake No. 7, a limited amount of exploration work could result in a discovery of a few thousand tons of minable ore.

Apparently the Young No. 3 and No. 4 do not have very much favorable evidence because of extensive talus cover. From all the available data, it would appear that the Young No. 2 has the best chance for successful exploration. Any further exploration probably should be concentrated on this claim.

I believe a field referral should be made. The Young No. 3 and No. 4 claims have not been examined and may have a bearing on the merits of the proposed exploration. A small project of drilling, and perhaps some test pitting or trenching, may be justified if the work is commensurate to the size of the target and its possible ore reserves.

E. L. Newcomb

ELNewcomb:hlm
G-11/12/54

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

Memorandum for files

405

Memo to Docket No. DMEA 3562
Neil B. Steurer
Swamp Lake deposits (Young Group claims)
Fresno County, California

The Young No. 1 and Young No. 2 deposits were the objective of a prior application, our Docket No. DMA 786, by the Kritzer Mining Company, to develop the Swamp Lake deposit and provide for milling facilities.

The deposit was seen in 1949 by W. O. Jenkins, who wrote a memorandum for Mr. Kritzer advising trenching, sampling, etc. Kritzer states that Neal Steurer, a graduate student at UCLA, mapped the deposits and wrote a geologic thesis in 1949. Steuer, now in Pueblo, informed Kritzer by wire in February that this report would be made available for a 15% interest in the property.

On May 29, 1951, the Young Group claims were leased to G. McGuire Pierce, who applied for exploration assistance under DMA 1559X on this and other property.

The DMA was requested by Mr. Kritzer's letter of May 29, 1951, to transfer the application under DMA 786 to that requested by G. McGuire Pierce under DMA 1559X.

By letter dated June 25, 1951, Mr. Pierce withdrew all claims except the Mud Lake No. 7 by filing an amended application for exploration assistance. This claim was the objective of an exploration contract, No. Idm-868, which upon completion was certified as a discovery or development on March 26, 1952.

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMA 786
1559X

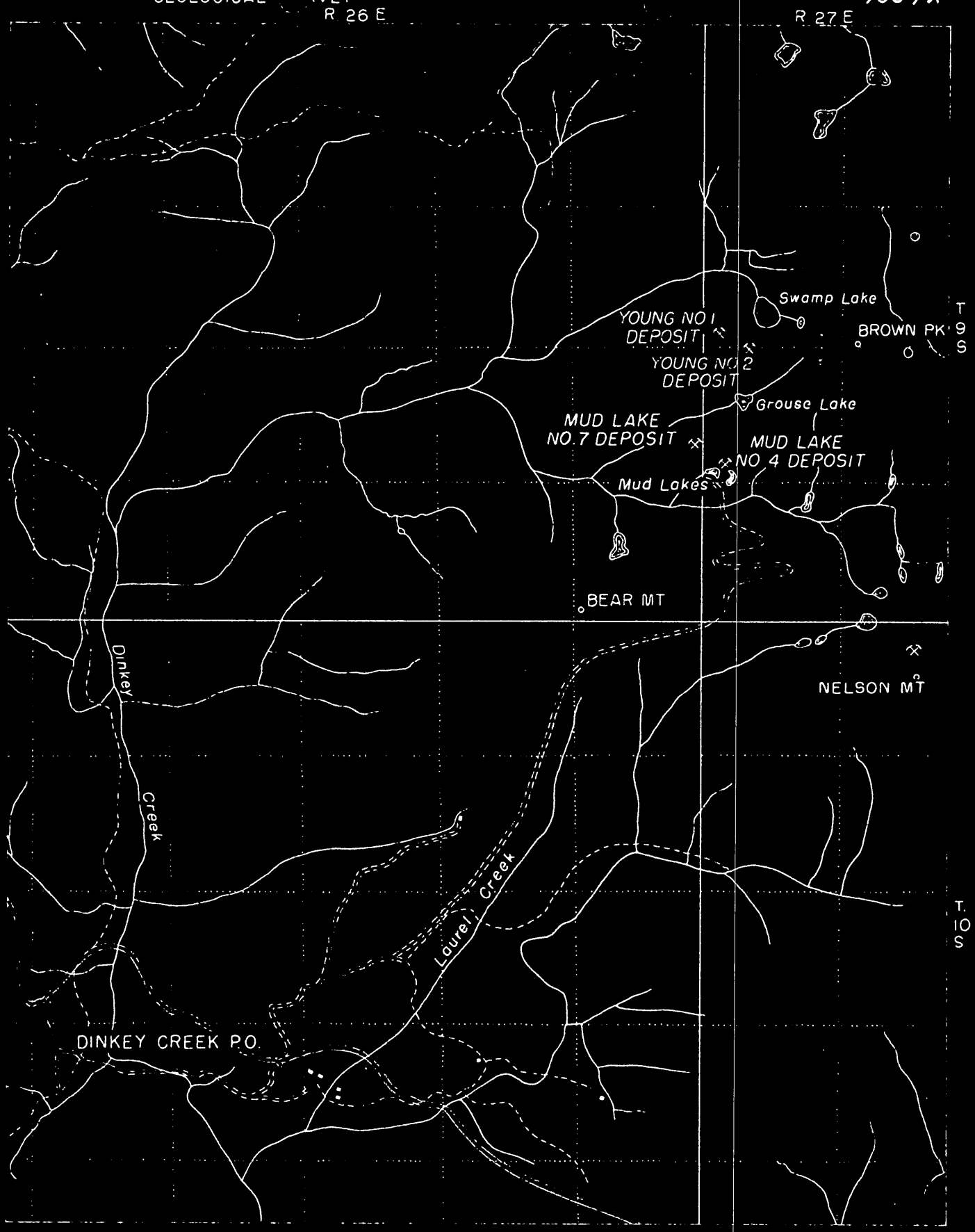


Plate No 1 INDEX MAP SHOWING LOCATION OF TUNGSTEN DEPOSITS NEAR SWAMP LAKE AND MUD LAKES, FRESNO COUNTY, CALIFORNIA

0 1/2 2 Miles

1

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMA 786
1559X

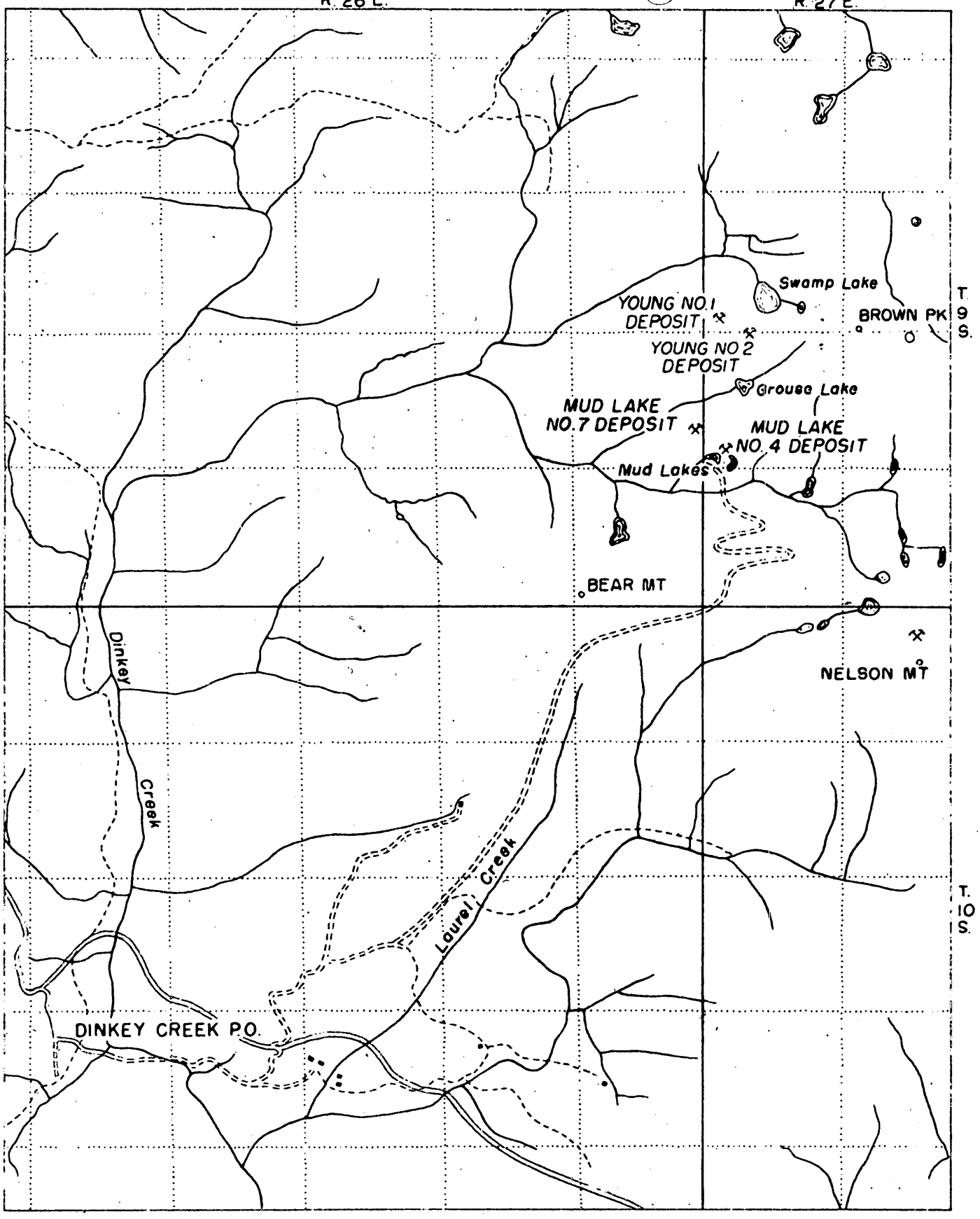


Plate No 1 INDEX MAP SHOWING LOCATION OF TUNGSTEN DEPOSITS NEAR SWAMP LAKE AND MUD LAKES, FRESNO COUNTY, CALIFORNIA

0 ½ 1 2 Miles

UNITED STATES
DEPARTMENT OF THE INTERIOR
OSCAR L. CHAPMAN, SECRETARY

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JUL 9 - 1951
LANDON F. STREBEL
Executive Secretary

DEFENSE MINERALS ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION III

DMA-786 (1559-x), U. S. Tungsten Mines Company,

Swamp Lake-Mud Lakes area

Fresno County, California

(Tungsten)

G. McGuire
Pierce

K. B. Krauskopf and W. P. Irwin, Geologists
U. S. Geological Survey

July 5, 1951

DMA-786 (1559-x), U. S. Tungsten Mines Company,
Swamp Lake-Mud Lakes area

Fresno County, California

(Tungsten)

INTRODUCTION

The properties of U. S. Tungsten Mines Company of Fresno, Calif., were examined at the request of Mr. P. R. Bradley, Jr., Chief, Tungsten Branch, Defense Minerals Administration. The purpose of the examination was to determine the ore reserves of tungsten deposits near Swamp Lake in the eastern part of Fresno County, Calif., and the feasibility of milling ore from the Swamp Lake deposits in conjunction with the Mud Lake No. 7 deposit nearby.

At the time of Mr. Bradley's request, the Swamp Lake deposits were under lease to Mr. Martin Kritzer. Mr. Kritzer had applied for a development loan of $49,848 under docket DMA-786. A few days prior to the examination, however, the Swamp Lake properties, as well as several near Mud Lakes, were transferred to Col. G. McGuire Pierce of U. S. Tungsten Mines Company. The request for a development loan was changed to a request for an exploration loan for the same amount. Two deposits near Mud Lakes and one on Mt. Nelson were included in the property for which the loan was requested.

The Swamp Lake and Mud Lakes properties were examined by K. B. Krauskopf and W. P. Irwin of the Geological Survey during the period June 14 to June 16, 1951. Three of the most promising deposits were mapped by the Brunton and tape method. Irwin returned to the area during the period June 27 to July 1, 1951, to map the Mud Lake No. 7 deposit by the plane-table method, and examine the deposit on Mt. Nelson. The plane table map of Mud Lake No. 7 deposit is being drafted, and will be transmitted when completed. Col. Pierce reports that he re-applied for a loan to explore only the Mud Lake No. 7 deposit about June 25, 1951, after discussing the deposits with Irwin. This new application is believed to be docket DMA 1559-x.

The Mud Lake No. 7 deposit is the only one examined that appears to warrant consideration for an exploration loan. It contains approximately 50,000 tons of indicated ore with an estimated grade of 0.5 percent WO_3, equivalent to 25,000 units of WO_3. An exploration program is likely to prove a considerable additional tonnage of ore. In view of this, a program costing $15,000 to explore the Mud Lake No. 7 deposit is recommended. The loan would cover about 2,000 feet of diamond drilling, a minor amount of trenching, and road repair. Exploitation of the Mud Lake No. 7 deposit may initiate a small production from other tungsten deposits in the same area.

LOCATION

The Swamp Lake-Mud Lakes area is in the Sierra National Forest, Kaiser quadrangle, in the eastern part of Fresno County, Calif., about 7 airline miles northeast of Dinkey Creek Post Office. (See pl. 1). It is at an average altitude of about 9,000 feet, and is accessible approximately 5 months of the year by 11 miles of poor dirt road. Considerable work would be required to make the road suitable for other than 4-wheel drive vehicles. The area is heavily wooded; water is abundant. At the time of examination the discharge from Grouse Lake (see pl. 1) was estimated to be 150 miner's inches of water, but the discharge is reported to diminish to approximately 50 miner's inches during the dry season. No housing facilities are closer to the area than Dinkey Creek Post Office.

Five tungsten deposits were examined, two near Swamp Lake, two near Mud Lakes, and one on Mt. Nelson. The deposits near Swamp Lake are the Young Nos. 1 and 2. Those near Mud Lakes are the Mud Lake Nos. 4 and 7. That on Mt. Nelson is the Lone Wolf deposit. Several other tungsten deposits are in the area, but were not considered to be included in the exploration proposal.

SWAMP LAKE DEPOSITS

Swamp Lake is in a cirque on the west side of Brown Peak, at an altitude of 9,100 feet. The Young Nos. 1 and 2 deposits are on steep hillsides west and south of the lake, respectively, in the S½ sec. 19, T. 9 S., R. 27 E., M.D.M. They are accessible by trails either from Mud Lakes, or from Dinkey Creek Post Office via Dinkey Creek.

The deposits are reported to have been discovered in 1941 by Ed Young. They were relocated by Joe Sadler in 1947, and transferred to Frank Herrington. During the same year, they were leased to Martin Kritzer. Mr. Kritzer's lease was cancelled in May 1951, and on the same date the deposits were leased to Col. Pierce. There has been no production from either deposit.

The Swamp Lake area is underlain chiefly by quartzite, schist, and hornfels, which have been intruded by granite. In places, crudely lenticular bodies of tactite are present in the hornfels. The tungsten deposits occur in the tactite bodies and are of the contact-metamorphic type.

Young No. 1 deposit.--The Young No. 1 deposit occurs in a body of garnet-quartz-epidote tactite that is irregularly interfingered with hornfels and schist (see pl. 2). The tactite, hornfels and schist strike N. 10° W. The dip is erratic, beds within a few feet of one another ranging from horizontal to vertical; the average dip is about 45° to the west. The tactite, which is exposed for 250 feet along the strike, has a maximum total thickness of about 70 feet.

Scheelite, the only tungsten-bearing mineral in the tactite, was observed in appreciable amounts only in three small areas, each of which has been opened by a small cut. Under ultra-violet light it fluoresces bluish-white to very pale yellow, which indicates a negligible molybdenum content.

The southernmost cut exposes a roll in the tactite body. The crest of the roll plunges about 20 degrees N. 40° W. Scheelite occurs in the crest of the roll; for a thickness of 3 feet and an exposed width of 5 feet the sbheelite-bearing tactite is estimated to average 2.0 percent WO_3.

A second cut, about 10 feet northeast of the southernmost cut, exposes a vertical zone of scheelite-bearing tactite. The zone is 1 foot thick and 10 feet long, and is estimated to average 0.5 percent WO_3. Sixty feet further north, a third cut exposes a zone of scheelite-bearing tactite that is 4 feet thick with an estimated average grade of 0.3 percent WO_3. No scheelite was observed in a fourth cut about 60 feet further north.

The only occurrence of scheelite-bearing tactite of economic width and grade is in the southernmost cut. There the crest of the roll appears to constitute an ore control, and it is probable that a few tons of highgrade ore might be produced by mining down the plunge of the roll. The major part of the Young No. 1 tactite body appears devoid of scheelite, and the likelihood of developing an appreciable tonnage of ore is poor.

Young No. 2 deposit.--The Young No. 2 deposit is in a body of interlayered tactite and hornfels (see pl. 3). The strike of the tactite and hornfels is N. 30° W., and the dip ranges from vertical to steep northeasterly. Granite forms the northeast wall; hornfels and quartzite form the southwest wall. The tactite is exposed for a length of 310 feet. It is a maximum of 55 feet thick, but the average thickness is considerably less. At both ends the tactite appears to finger-out into hornfels and quartzite.

The outcrop of the tactite trends down the slope of a steep hill. Near the middle of the tactite area, several small areas of granite are exposed southwest of the main granite body. They appear to be tongue-like extensions of the main body, and may indicate that the bottom of the tactite body is at a very shallow depth.

Several zones of scheelite-bearing tactite are present, paralleling the general attitude of the deposit (see pl. 3). They range from a few inches to 3 feet in thickness, and have a total length of 170 feet. The average grade appears to be less than 1.0 percent WO_3.

The Young No. 2 deposit contains possibly as much as 2,000 tons of inferred ore with a grade between 0.5 and 1.0 percent WO_3. Mining costs would be high, because the ore shoots are narrow and widely-spaced, and access to the area is difficult. It is doubtful that an exploration program would disclose a large tonnage of ore.

MUD LAKES DEPOSITS

The Mud Lakes deposits are near Upper and Lower Mud Lakes, 1 1/3 miles south of Swamp Lake (see pl. 1). Mud Lake No. 4 deposit is in the SW¼ sec. 30, T. 9 S., R. 27 E., about 200 feet north of Upper Mud Lake. Mud Lake No. 7 deposit is in the SE¼ sec. 25, T. 9 S., R. 26 E., about 1,000 feet northwest of Lower Mud Lake.

The claims are reported to have been located in 1939 by Joe Sadler. They were leased during two different periods to Frank Herrington, the last time in 1950. In April, 1950, the deposits were leased H. A. Savage, who transferred the lease to Col. Pierce in June 1951. The only reported production of tungsten ore is a few tons of float from Mud Lake No. 7 deposit.

The Mud Lake area is underlain by granodiorite and migmatite, with several inclusions of interlayered tactite, hornfels, and schist. The tungsten deposits occur in the tactite bodies, and are of the contact-metamorphic type.

Mud Lake No. 4 deposit.--The Mud Lake No. 4 deposit is in a body of tactite with minor hornfels and schist that strike N. 80° W. and dips 80 degrees to the south (see pl. 3). The tactite is exposed for a length of 170 feet along the strike. The western 50 feet averages 10 feet in width; the eastern 120 feet averages 40 feet in width.

In places, scheelite occurs in the tactite. One ore shoot near the eastern end of the tactite body, is 36 feet long by 8 feet wide, and has an average grade of less than 0.5 percent WO_3. Several areas that total about 20 square feet contain scheelite-bearing tactite with grades as high as 2.0 percent WO_3. The major part of the tactite body appears devoid of scheelite.

Because of the small size and erratic distribution of the scheelite occurrences, the prospect of developing a large tonnage of ore does not seem favorable.

Mud Lake No. 7 deposit.—The Mud Lake No. 7 deposit is an inclusion of garnet-quartz-epidote tactite and hornfels in granodiorite, and is exposed along the crest of a small southwesterly-trending spur (see pl. 4). It strikes N. 30° E. and dips at an average of 65 degrees to the southeast. The tactite is exposed discontinuously for 310 feet along the strike, with a maximum width of 70 feet.

Much of the footwall contact between the inclusion and granodiorite is well exposed; alluvium conceals most of the hanging-wall contact. The attitude of the inclusion is believed in general to be parallel to the bedding of the tactite and hornfels. At several places within the major area of exposed tactite and hornfels in the northeastern part of the deposit, the contacts between the inclusion and small erosional remnants of granodiorite are nearly at right angles to the bedding and parallel to the slope of the hill. The thin, shell-like remnants of granodiorite indicate that the crest of the spur is essentially the original crest of the inclusion, and that little of the deposit has been eroded. Also at the extreme northeast end of the inclusion the contact between tactite and granodiorite is approximately parallel to the slope, and consequently the inclusion is thought to extend beneath the granodiorite to the northeast (see pls. 4 and 5).

In the northeastern half of the inclusion, the major area of exposed tactite, scheelite is rather uniformly disseminated throughout the tactite, and the tactite is estimated to average approximately 0.5 percent WO_3. In the southwestern half of the inclusion, much of the tactite does not contain scheelite, and the average grade is estimated to be less than 0.2 percent WO_3. Under ultra-violet light the scheelite in this area fluoresces bluish-white, and is reported to contain 0.9 percent molybdenum.

The area of exposed scheelite-bearing tactite in the northeastern half of the deposit averages 150 feet in length and 45 feet in width. If the ore is continuous to a depth of 75 feet, and if 10 cubic feet of tactite weighs one tone, the deposit contains approximately 50,000 tons of indicated ore with a grade of 0.5 percent WO_3, equivalent to 25,000 units of WO_3.

The extent of the inclusion beyond the northeasternmost exposure is not known, but fragments of hornfels in alluvium about 50 feet to the northeast indicate that the inclusion may extend at least to that point. It seems reasonable to suppose that the inclusion may continue downward to greater depths than the conservative estimate of 75 feet used in the above calculation. The tactite may be expected to extend beneath the alluvium to the southwest, but the WO_3 content is more problematical in that direction than to the northeast.

MT. NELSON (LONE WOLF) DEPOSIT

The Mt. Nelson (Lone Wolf) deposit is about 1,000 feet north of, and 200 feet below, the peak of Mt. Nelson, in the N½ sec. 5, T. 10 S., R. 27 E. It is at an altitude of 10,100 feet on the precipitous wall of a cirque, and accessibility is extremely difficult. From the easternmost part of the Mud Lake road a pack-horse trail extends 1 mile to Sportsmans Lake, which is about half a mile northwest of the deposit, and about 800 feet lower in altitude. From the lake to the deposit there is not even a trail. Exploitation of the deposit probably would require transportation of the ore to Sportsmans Lake by an aerial tramway. Transportation and mining costs would be very high.

Much of the upper part of Mt. Nelson consists of schist and quartzite that strikes northerly and dips moderately to steeply to the east. The tungsten deposit is in a conformable body of tactite, marble, and hornfels that occurs in the schist and quartzite.

The body of tactite, marble, and hornfels is about 400 feet long, and is considerably different in character at opposite ends. At the northern end the body is 70 feet thick, vertical, and almost completely devoid of scheelite. At the southern end it is about 10 feet thick, consists mainly of tactite, and in places contains considerable scheelite in small discontinuous ore-shoots. Individual ore shoots may be as much as 10 feet long and 2 feet thick, and contain as much as 2.0 percent WO_3. The average WO_3 content of the tactite in the southern part of the body, however, is considerably less than 0.5 percent.

In view of the difficult accessibility and small size of the ore shoots, the Mt. Nelson deposit does not appear to warrant consideration for an exploration loan under present economic conditions.

CONCLUSION

The Mud Lake No. 7 deposit is the only one that warrants consideration for an exploration loan. It contains approximately 50,000 tons of indicated ore with an estimated grade of 0.5 percent WO_3. The other deposits that were examined contain a total of several thousand tons of indicated ore, but do not appear promising as potentially large producers of tungsten. Other tungsten deposits are present in the Swamp and Mud Lakes area, but these were not examined.

The exploration program was discussed with Col. Pierce, and it was mutually agreed that $15,000 would be sufficient to explore the Mud Lake No. 7 deposit. The program mainly should be aimed at proving the depth, grade, and northeasterly extension of the northeastern half of the tactite body. This could be done best by drilling a series of inclined diamond-drill holes along the southeast side of the body to intersect it at high angles to the dip and normal to the strike. A grid with approximately 50-foot centers would be desirable. Exploration of the southwestern half of the body should be confined to one or two diamond-drill holes to determine the extension and grade at depth, and a minor amount of trenching to determine the southwesterly extension beneath the alluvium.

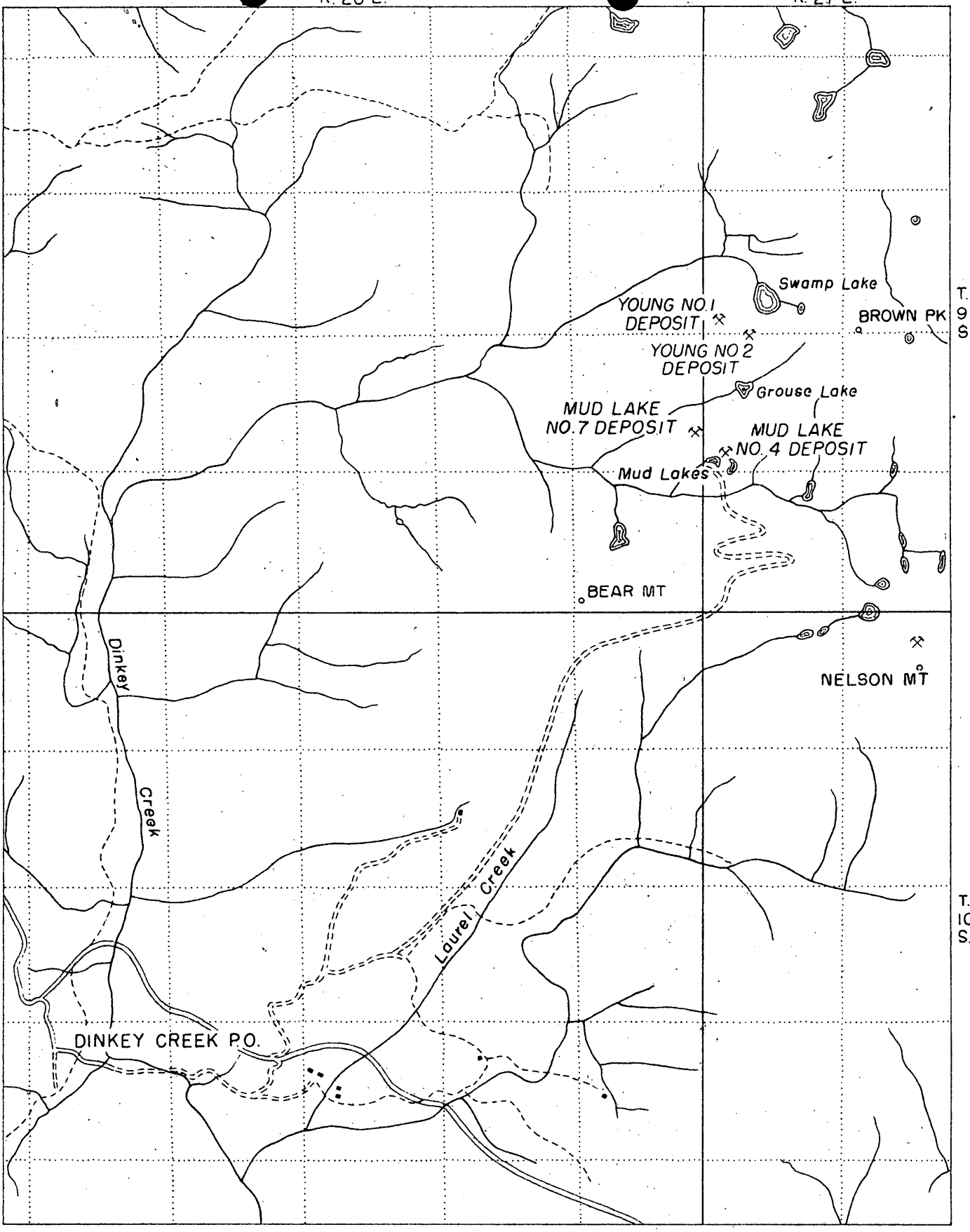
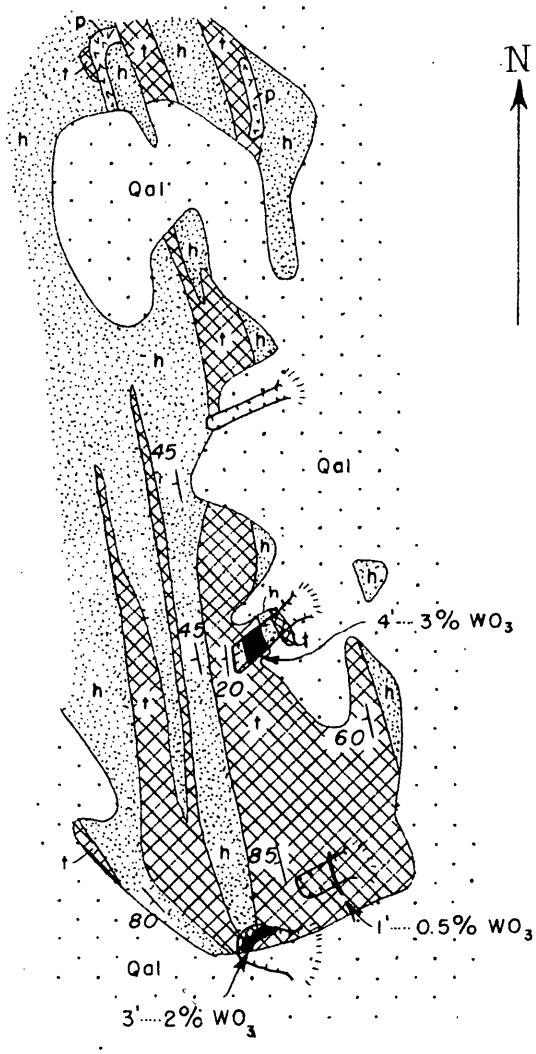
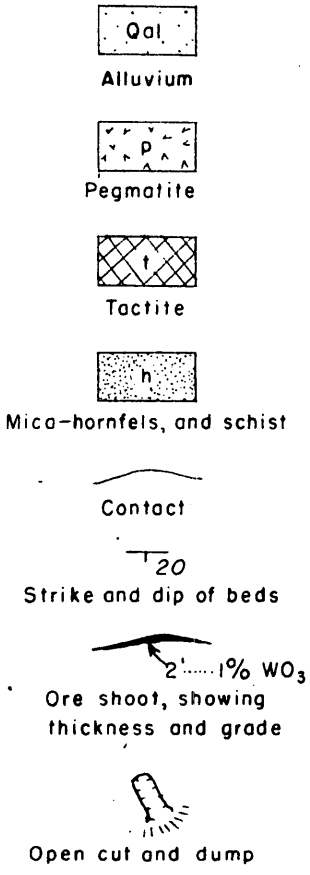


Plate No. 1 INDEX MAP SHOWING LOCATION OF TUNGSTEN DEPOSITS NEAR SWAMP LAKE AND MUD LAKES, FRESNO COUNTY, CALIFORNIA

0 ½ 1 2 Miles





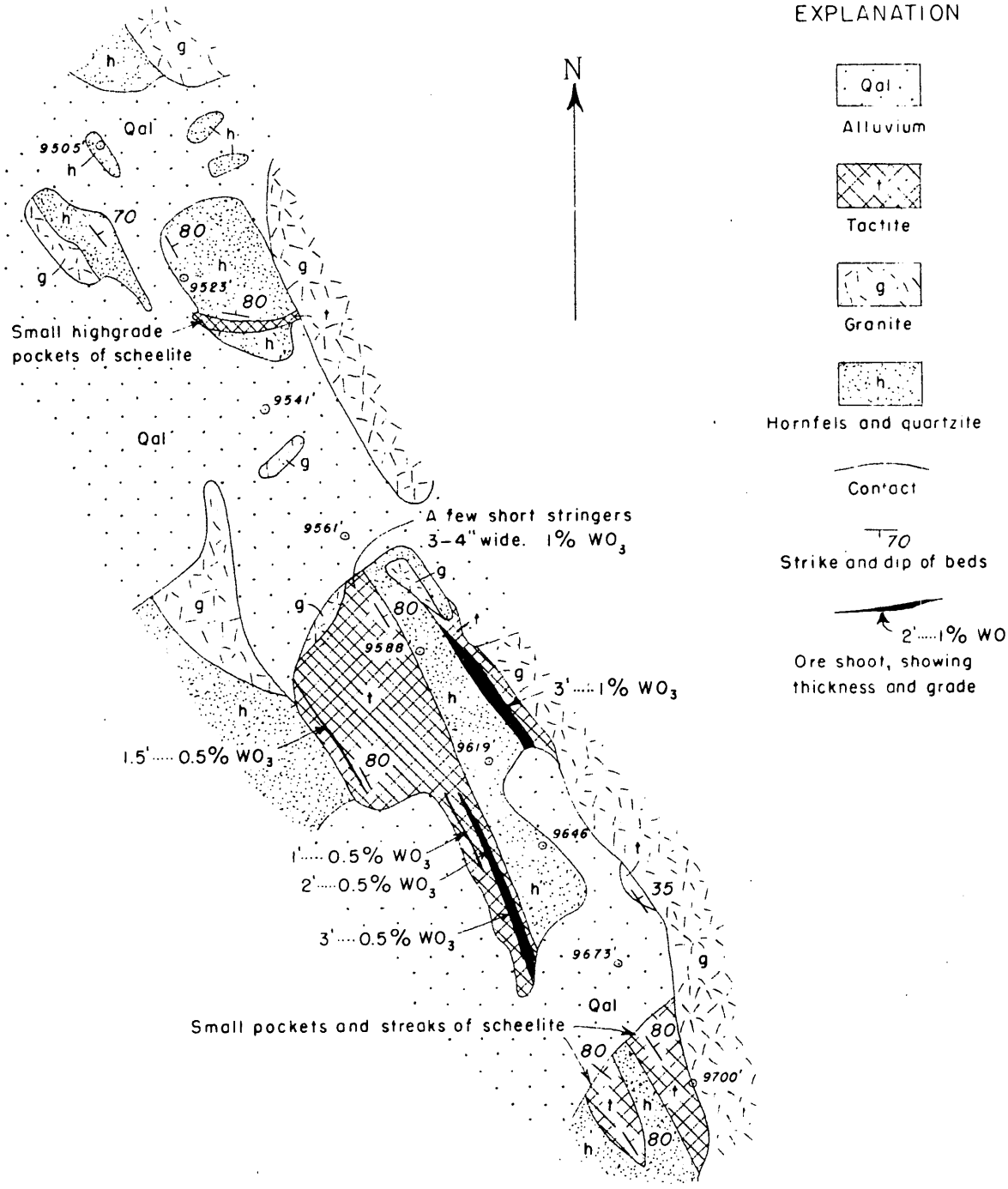
Mapped with Brunton and tape
by K. B. Krauskopf and W. P. Irwin
June 15, 1951

Plate No. 2. YOUNG NO. 1 TUNGSTEN DEPOSIT, FRESNO COUNTY, CALIFORNIA

0 50 100 150 Feet

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMA 786



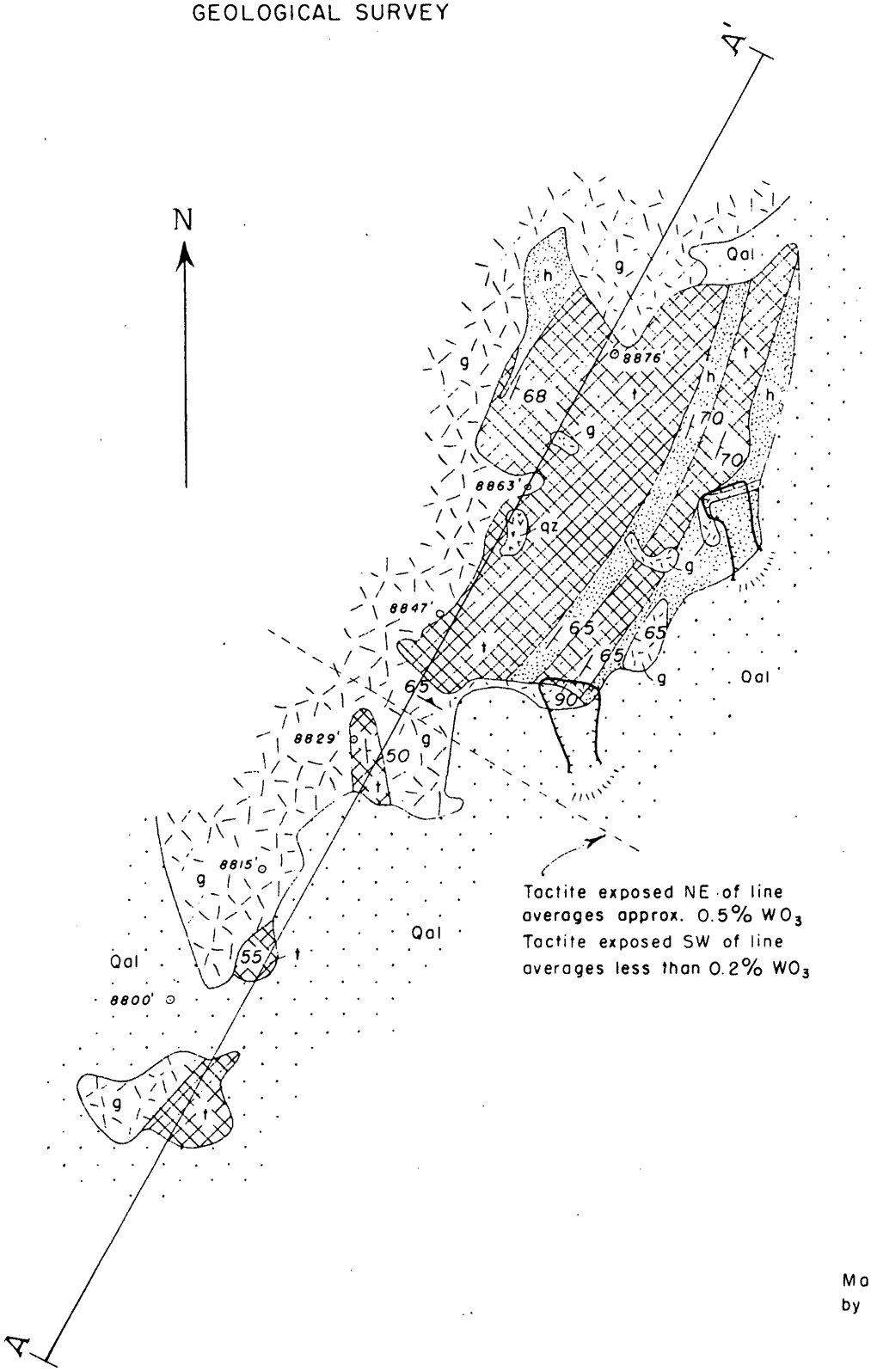
Mapped with Brunton and tape
by K. B. Krauskopf and W. P. Irwin
June 15, 1951

Plate No. 3. YOUNG NO. 2 TUNGSTEN DEPOSIT, FRESNO COUNTY, CALIFORNIA

0 50 100 150 Feet

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMA 786



EXPLANATION

Qal — Alluvium

qz — Quartz

t — Tactite

g — Granodiorite and migmatite

h — Schist and hornfels

55 — Contact, showing dip

90 — Vertical contact

65 — Strike and dip of beds

65 — Strike and dip of foliation

Open cut and dump

Mapped with Brunton and tape
by K. B. Krauskopf and W. P. Irwin
June 16, 1951

Plate No. 4. MUD LAKE NO. 7 TUNGSTEN DEPOSIT, FRESNO COUNTY, CALIF.

0 50 100 150 Feet

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMA 786

EXPLANATION

Qal
Alluvium

qz
Quartz

t
Tactite

g
Granodiorite and migmatite

Contact, dashed where inferred

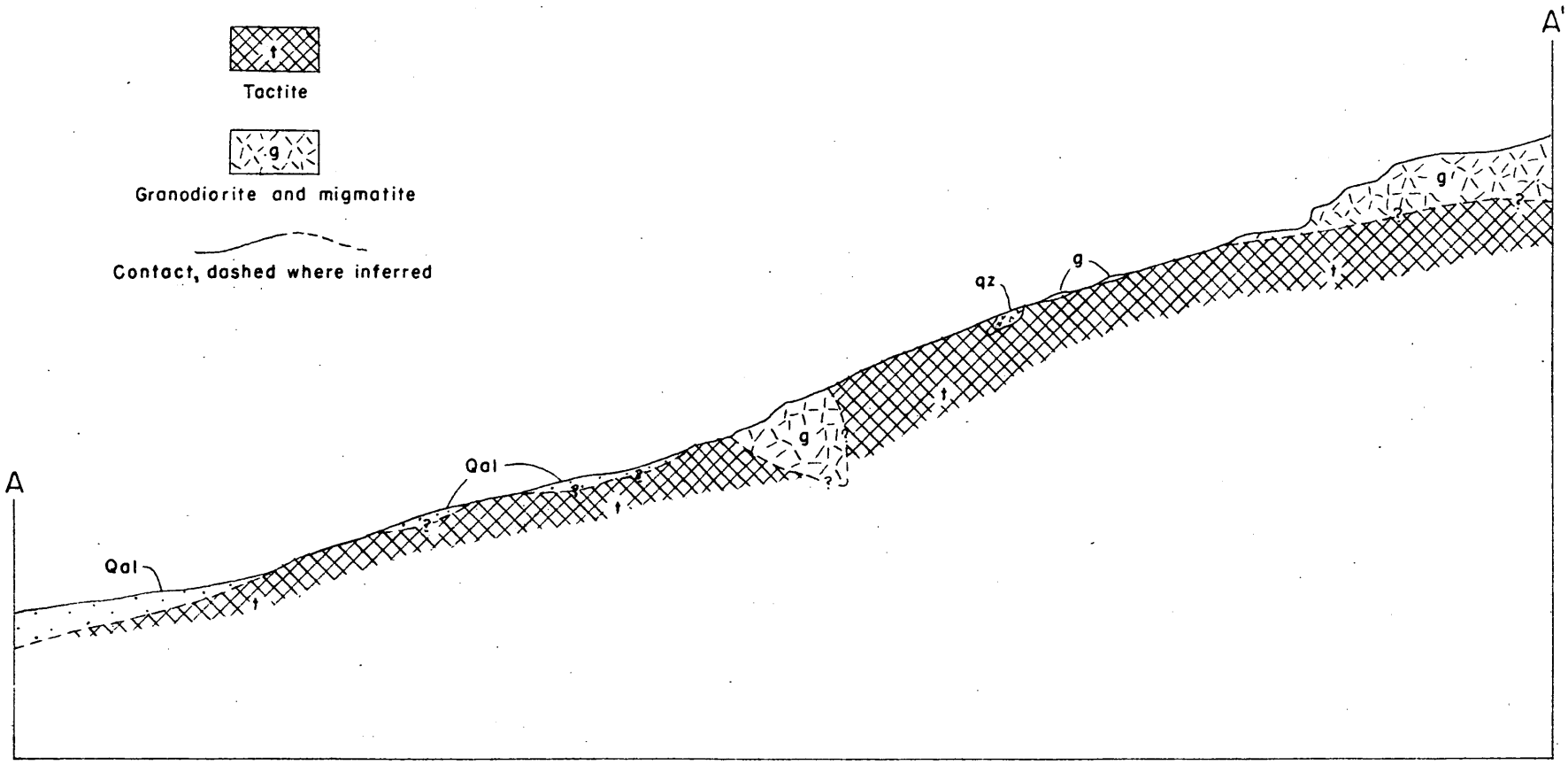


Plate No. 5. LONGITUDINAL SECTION, MUD LAKE NO. 7 TUNGSTEN DEPOSIT, FRESNO COUNTY, CALIF.

0 50 100 150 Feet

OPTION TO LEASE AND PURCHASE
FOUR MINING CLAIMS

For and in consideration of the sum of $2,000.00, to be paid by NEIL B. STEUER, of 507 East Maiden Lane, Midland, Texas, to FRANK W. HARRINGTON, of 3841 West Slauson Avenue, Los Angeles, California, concurrently with the execution of this Option Agreement, Frank W. Harrington does hereby give to Neil B. Steuer the sole right and option to explore, lease and purchase the four mining claims hereinafter described upon the terms and conditions herein set forth.

1. This option shall not be effective unless and until Neil B. Steuer shall have paid $2,000.00 to Frank W. Harrington for the execution of this option and returned an accepted copy hereof to Harrington.

2. The four mining claims which are the subject matter of this option to explore, lease and purchase are known and described as follows:

> Young Group Mining Claims, Young #1, Young #2, Young #3 and Young #4, located at Swamp Lake, in Township 9 South, Range 27 East, in the Fresno County Mining District, Dinkey Creek, California.

The said mining claims have been duly recorded in the office of the County Recorder of the County of Fresno, State of California.

3. Neil B. Steuer, the optionee, shall have the right to do exploratory work upon the said four mining claims for the purpose of development of ore thereon, but shall not extract, mine, mill or sell ore during the exploratory work period, which shall be as follows: exploratory work shall be for a period of one year from the date of the execution of this option. In the event that the said exploratory work has not been completed within the said period of one year from the date of the execution of this option, or in the event that the said optionee elects to do exploratory work for a period of another year, then the said Neil

B. Steuer, upon his election to do exploratory work for an additional year, shall pay to Frank W. Harrington on or before one year from the date of this agreement an additional sum of $2,000.00, or, in lieu thereof, shall pay to Frank W. Harrington the sum of $200.00 per month on the 15th day of each and every month, commencing with the 15th day of June, 1955, until he shall have made twelve such monthly payments.

4. Neil B. Steuer shall have the option to purchase the foregoing four mining claims within a period of one year from the date of the execution of this option for the sum of $25,000.00, and shall receive a credit against said sum of $25,000.00 in the amount of $2,000.00 paid upon the execution of this option. In the event the said Neil B. Steuer does not elect to exercise the option to purchase the said four claims within a period of one year from the execution of this option for the said sum of $25,000.00, then the right to purchase the said four claims for said sum of $25,000.00 shall be null and void and of no further force and effect. In the event that Neil B. Steuer elects to purchase the said four claims during the said first year, the said sum of $25,000.00 shall be paid on or before the end of one year from the date of this option agreement.

5. In the event that Neil B. Steuer does not exercise the option to purchase and pay for the aforesaid mining claims within one year from date hereof, as hereinabove provided, and the said Neil B. Steuer does elect to start mining operations after the one year period, the optionor, Frank W. Harrington, will give to the said Neil B. Steuer, upon the latter's election, a lease on said mining claims, together with an option to purchase the aforesaid four claims. The lease shall be drawn on the standard form mining lease, Wolcott's Form No. 997, a copy of which is attached hereto. The option purchase price under the terms of the said lease shall be the sum of $100,000.00, payable as follows: there shall be credited against the said sum of

[illegible] the gross total of all rentals paid under the terms and conditions of the said lease by the lessee therein to the optionor herein; the said rentals shall [illegible] as follows: five percent of the monthly gross receipts of each month of the [illegible], or a minimum of $25.00 per month, whichever sum shall be the greater, until the lessee therein shall have [illegible] mining operations upon [illegible] four leases; thereafter the lessee therein [illegible] Frank W. Harrington, [illegible] thereof, ten percent of [illegible] receipts of [illegible] of the term of said lease, or a minimum of $50.00 per month, whichever amount [illegible] greater; all of the said payments to continue until the full sum of $100,000.00 shall have been paid to Frank W. Harrington under said lease, whereupon Frank W. Harrington will give an assignment of the aforesaid four claims [illegible] said payments under said lease shall be made on the 10th day of each month, [illegible] gross receipts of the preceding month, or the minimum monthly payment, whichever is the greater amount.

6. In the event that the optionee herein does elect to commence mining operations upon the said four claims after the first year but before two years from the date hereof, then and in that event the payments under the lease shall supersede the payments provided for under the option to do exploratory work, and the terms and conditions of payment under exploratory work shall be of no further force and effect, and the payments to be made to Frank W. Harrington shall be made as provided under the terms and conditions of the said lease.

7. This option agreement shall be executed and accepted by the optionee on or before the 25th day of June, 1954, and the payment of $2,000.00 called for herein shall be paid to Frank W. Harrington on or before the 25th day of June, 1954.

8. The option agreement shall cease and terminate upon the failure of the optionee to make any of the payments called

for hereinabove on the dates provided for payment of the same.

9. In the event that Frank W. Harrington, the optionor, shall waive any default or failure to pay as hereinabove provided, such waiver shall not be deemed to be a waiver of any subsequent defaults of a similar character or nature.

10. Upon demand and at the request of Frank W. Harrington, the optionee shall pay to optionor all the costs of mineral survey, title policy and any other costs relating to Frank W. Harrington obtaining a patent upon said four claims.

11. All payments shall be made to Frank W. Harrington at 3441 West Slauson Avenue, Los Angeles, California.

Dated: June 11, 1954.

Frank W. Harrington
Frank W. Harrington, Optionor

ACCEPTED:

Neil B. Steuer
Neil B. Steuer, Optionee

Mine Lease

This Indenture, Made the ______ day of ______ 19__

Between FRANK W. HARRINGTON

Lessor

And NEIL B. STEUER

Lessee

Witnesseth: That the said Lessor__, for and in consideration of ______ ~~dollars,~~ xxxxxxxxxxxxxxxxx ______ ~~in hand paid, the receipt of which is hereby acknowledged, and in further consideration of~~ the rents, royalties, covenants and agreements hereinafter reserved and by the said Lessee__ to be paid, kept and performed, that said Lessor__ ha s granted, demised and let, and by these presents do es grant, demise and let, unto the said Lessee__, all the following described mine and mining property, situated in Fresno County Dinkey Creek Mining District, County of Fresno of California, to-wit:

Young Group Mining Claims, Young #1, Young #2, Young #3, and Young #4, located at Swamp Lake in Township 9 South, Range 27 East

Together with the appurtenances

To Have and to Hold unto the said Lessee__ for the term ~~of~~ ______ from date hereof, ~~expiring at noon on the~~ xxxxxxxx ~~day of~~ xxxxxxxxxxxxxxxxxx ~~19~~xxxx so long as payments as hereinafter set forth shall be made to lessor unless sooner forfeited or determined through the violation of any covenant hereinafter against the said tenant ______ reserved.

And in Consideration of the said demise, the said Lessee__ do es covenant and agree with said Lessor as follows:

To pay said Lessor ~~the further sum of~~

~~Dollars~~

on the ~~first~~ 10th day of each month during the life of this lease the amount of five percent of the monthly gross receipts of the preceding month or $250.00, whichever sum shall be the greater, until the lessee shall have sold an aggregate total of $75,000.00 of ore from the demised mining claims, and thereafter the amount of ten percent of the monthly gross receipts of the preceding month of $500.00, whichever shall be the greater amount, until the aggregate total of the said payments made to lessor shall equal $100,000.00, whereupon the lessor shall transfer and assign all of his right, title and interest in and to the said four mining claims without any further payments and this lease shall cease and terminate.

To deliver to said Lessor, his agents or assigns, each and every month during the life of this lease, a full report of all ore, or products and bullion extracted from said premises.

To enter upon said mine or premises and work the same, mine fashion, in manner necessary to good and economical mining, so as to take out the greatest amount of ore possible, with due regard to the safety, development and preservation of the said premises as a workable mine.

To enter and mine said premises as aforesaid steadily and continuously from the date of this Lease and that any failure to work said premises with at least _____ persons employed under ground for the space of _____ consecutive days may be considered a violation of this covenant. To well and sufficiently timber said mine at all points where proper, in accordance with good mining and to repair all old timbering wherever it may become necessary.

To allow said Lessor and his agent to enter upon and into all parts of said mine for the purpose of inspection, with use of all passages, ropes windlass, ladder-ways, and all other means of ingress and egress for such purpose.

To not assign this Lease, or any interest thereunder, and to not sublet the said premises, or any part thereof, without the written assent of said Lessor, and to not allow any person or persons except the said Lessee and his workmen to take or hold possession of said premises or any part thereof under any pretense whatever.

To occupy and hold all cross or parallel lodes, dips, spurs, feeders, crevices or mineral deposits of any kind, which may be discovered in working under this Lease, or in any tunnel run to intersect said _____ lode, or by said Lessee or any person or persons under him in any manner at any point within _____ feet of the center line of said lode, as property of said Lessor; with privilege to said Lessee of working the same, as an appurtenance of said demised premises, during the term of this Lease; and to not locate or record the same, or allow the same to be located or recorded, except in the name of the said Lessor.

To keep at all times the drifts, shafts, tunnels, and other passages and workings of said demised premises thoroughly drained and clear of loose rock and rubbish of all kinds.

To deliver up to said Lessor the said premises, with the appurtenances and all improvements _____ in good order and condition, with all shafts and tunnels and other passages thoroughly clear of rubbish and drained, and the mine in all points ready for immediate continued working (accidents not arising from negligence alone excusing), without demand or further notice, ~~or said~~ _____ ~~day of~~ _____, ~~19~~ ~~or~~ at any time ~~previous~~, upon demand for forfeiture.

And finally, upon the violation by said Lessee___, or by any other person under ___him___ of any covenant or covenants hereinbefore reserved, the term of this Lease shall, at the option of said Lessor___, expire, and the same and said premises with the appurtenances shall become forfeit to said Lessor___, and said Lessor___ or ___his___ agent may thereupon, after demand of possession in writing, enter upon said premises and dispossess all persons occupying the same, with or without force, and with or without process or law, or at the option of said Lessor___, the said tenant and all persons found in occupancy may be proceeded against as trespassers from the beginning of said term, both as to realty and the ore served therefrom, or as guilty of unlawful detainer.

Each and every clause and covenant of This Indenture shall extend to the heirs, executors and administrators of all parties hereto; and to the assigns of said Lessor___ and as said Lessor___ may elect, to the assigns of said Lessee___.

In Witness Whereof, the said parties hereto, the Lessor___, and the Lessee___, have hereunto set their hands and seals this ___ day of ___, 19___.

Please Return to Neil B. Steuer

OPTION TO LEASE AND PURCHASE FOUR MINING CLAIMS

For and in consideration of the sum of $2,000.00, to be paid by NEIL B. STEUER, of 507 East Maiden Lane, Midland, Texas, to FRANK W. HARRINGTON, of 3841 West Slauson Avenue, Los Angeles, California, concurrently with the execution of this Option Agreement, Frank W. Harrington does hereby give to Neil B. Steuer the sole right and option to explore, lease and purchase the four mining claims hereinafter described upon the terms and conditions herein set forth.

1. This option shall not be effective unless and until Neil B. Steuer shall have paid $2,000.00 to Frank W. harrington for the execution of this option and returned an accepted copy Leary & Harrington.

2. The four mining claims which are the subject matter of this option to explore, lease and purchase are known and described as follows:

> Young Group Mining Claims, Young #1, Young #2, Young #3 and Young #4, located at Swamp Lake, in Township 9 South, Range 27 East, in the Fresno County Mining District, Dinkey Creek, California.

The said mining claims have been duly recorded in the office of the County Recorder of the County of Fresno, State of California.

3. Neil B. Steuer, the optionee, shall have the right to do exploratory work upon the said four mining claims for the purpose of development of ore thereon, but shall not extract, mine, mill or sell ore during the exploratory work period, which shall be as follows: exploratory work shall be for a period of one year from the date of the execution of this option. In the event that the said exploratory work has not been completed within the said period of one year from the date of the execution of this option, or in the event that the said optionee elects to do exploratory work for a period of another year, then the said Neil

B. Steuer, upon his election to do exploratory work for an additional year, shall pay to Frank W. Harrington on or before one year from the date of this agreement an additional sum of $2,000.00, or, in lieu thereof, shall pay to Frank W. Harrington the sum of $200.00 per month on the 15th day of each and every month, commencing with the 15th day of June, 1955, until he shall have made twelve such monthly payments.

4. Neil B. Steuer shall have the option to purchase the foregoing four mining claims within a period of one year from the date of the execution of this option for the sum of $25,000.00, and shall receive a credit against said sum of $25,000.00 in the amount of $2,000.00 paid upon the execution of this option. In the event the said Neil B. Steuer does not elect to exercise the option to purchase the said four claims within a period of one year from the execution of this option for the said sum of $25,000.00, then the right to purchase the said four claims for said sum of $25,000.00 shall be null and void and of no further force and effect. In the event that Neil B. Steuer elects to purchase the said four claims during the said first year, the said sum of $25,000.00 shall be paid on or before the end of one year from the date of this option agreement.

5. In the event that Neil B. Steuer does not exercise the option to purchase and pay for the aforesaid mining claims within one year from date hereof, as hereinabove provided, and the said Neil B. Steuer does elect to start mining operations after the one year period, the optionor, Frank W. Harrington, will give to the said Neil B. Steuer, upon the latter's election, a lease on said mining claims, together with an option to purchase the aforesaid four claims. The lease shall be drawn on the standard form mining lease, Wolcott's Form No. 997, a copy of which is attached hereto. The option purchase price under the terms of the said lease shall be the sum of $100,000.00, payable as follows: there shall be credited against the said sum of

$100,000.00 the gross total of all rentals paid under the terms and conditions of the said lease by the lessee therein to the optionor herein; the said rentals shall be payable as follows: Five percent of the monthly gross receipts of each month of the term of said lease, or a minimum of $250.00 per month, whichever sum shall be the greater, until the lessee therein shall have paid an aggregate total of $75,000.00 of rent from the mining operations upon the said four leases; thereafter the lessee therein shall pay to Frank W. Harrington, lessor thereof, ten percent of the monthly gross receipts of each month of the term of said lease, or a minimum of $500.00 per month, whichever amount shall be the greater; all of the said payments to continue until the full sum of $100,000.00 shall have been paid to Frank W. Harrington under said lease, whereupon Frank W. Harrington will give an assignment of the aforesaid four claims to the lessee therein. The said payments under said lease shall be made on the 10th day of each month, calculated on the gross receipts of the preceding month, or the minimum monthly payment, whichever is the greater amount.

6. In the event that the optionee herein does elect to commence mining operations upon the said four claims after the first year but before two years from the date hereof, then and in that event the payments under the lease shall supersede the payments provided for under the option to do exploratory work, and the terms and conditions of payment under exploratory work shall be of no further force and effect, and the payments to be made to Frank W. Harrington shall be made as provided under the terms and conditions of the said lease.

7. This option agreement shall be executed and accepted by the optionee on or before the 25th day of June, 1954, and the payment of $2,000.00 called for herein shall be paid to Frank W. Harrington on or before the 25th day of June, 1954.

8. The option agreement shall cease and terminate upon the failure of the optionee to make any of the payments called

for hereinabove on the dates provided for payment of the same.

9. In the event that Frank W. Harrington, the optionor, shall waive any default or failure to pay as hereinabove provided, such waiver shall not be deemed to be a waiver of any subsequent defaults of a similar character or nature.

10. Upon demand and at the request of Frank W. Harrington, the optionee shall pay to optionor all the costs of mineral survey, title policy and any other costs relating to Frank W. Harrington obtaining a patent upon said four claims.

11. All payments shall be made to Frank W. Harrington at 3841 West Slauson Avenue, Los Angeles, California.

Dated: June 11, 1954.

Frank W. Harrington
Frank W. Harrington, Optionor

ACCEPTED:

Neil B. Steuer
Neil B. Steuer, Optionee.

Mine Lease

THIS INDENTURE, Made the _____ day of _____, 19__

BETWEEN FRANK W. HARRINGTON

Lessor

AND NEIL B. STEUER

Lessee

WITNESSETH: That the said Lessor, for and in consideration of _____ the rents, royalties, covenants and agreements hereinafter reserved and by the said Lessee to be paid, kept and performed, that said Lessor has granted, demised and let, and by these presents do es grant, demise and let, unto the said Lessee, all the following described mine and mining property, situated in _____ Fresno County Dinkey Creek _____ Mining District, County of Fresno of California, to-wit:

Young Group Mining Claims, Young #1, Young #2, Young #3, and Young #4, located at Swamp Lake in Township 9 South, Range 27 East

TOGETHER with the appurtenances

TO HAVE AND TO HOLD unto the said Lessee for the term _____ so long as payments as hereinafter set forth shall be made to lessor from date hereof, unless sooner forfeited or determined through the violation of any covenant hereinafter against the said tenant _____ reserved.

AND IN CONSIDERATION of the said demise, the said Lessee do covenant and agree with said Lessor as follows:

To pay said Lessor— [redacted]

[redacted]

on the 10th day of each month during the life of this lease the amount of five percent of the monthly gross receipts of the preceding month or $250.00, whichever sum shall be the greater, until the lessee shall have sold an aggregate total of $75,000.00 of ore from the demised mining claims, and thereafter the amount of ten percent of the monthly gross receipts of the preceding month of $500.00, whichever shall be the greater amount, until the aggregate total of the said payments made shall equal $100,000.00, whereupon the lessor shall transfer and assign all of his right, title and interest in and to the said four mining claims without any further payments and this lease shall cease and terminate.

To deliver to said Lessor—, his agents or assigns, each and every month during the life of this lease, a full report of all ore, or products and bullion extracted from said premises.

To enter upon said mine or premises and work the same, mine fashion, in manner necessary to good and economical mining, so as to take out the greatest amount of ore possible, with due regard to the safety, development and preservation of the said premises as a workable mine.

To enter and mine said premises as aforesaid steadily and continuously from the date of this Lease and that any failure to work said premises with at least _____ persons employed under ground for the space of _____ consecutive days may be considered a violation of this covenant. To well and sufficiently timber said mine at all points where proper, in accordance with good mining and to repair all old timbering wherever it may become necessary.

To allow said Lessor— and his agent to enter upon and into all parts of said mine for the purpose of inspection, with use of all passages, ropes windlass, ladder-ways, and all other means of ingress and egress for such purpose.

To not assign this Lease, or any interest thereunder, and to not sublet the said premises, or any part thereof, without the written assent of said Lessor—, and to not allow any person or persons except the said Lessee— and his workmen to take or hold possession of said premises or any part thereof under any pretense whatever.

To occupy and hold all cross or parallel lodes, dips, spurs, feeders, crevices or mineral deposits of any kind, which may be discovered in working under this Lease, or in any tunnel run to intersect said _____ lode, or by said Lessee— or any person or persons under him in any manner at any point within _____ feet of the center line of said lode, as property of said Lessor—; with privilege to said Lessee— of working the same, as an appurtenance of said demised premises, during the term of this Lease; and to not locate or record the same, or allow the same to be located or recorded, except in the name of the said Lessor—.

To keep at all times the drifts, shafts, tunnels, and other passages and workings of said demised premises thoroughly drained and clear of loose rock and rubbish of all kinds.

To deliver up to said Lessor— the said premises, with the appurtenances and all improvements _____ in good order and condition, with all shafts and tunnels and other passages thoroughly clear of rubbish and drained, and the mine in all points ready for immediate continued working (accidents not arising from negligence alone excusing), without demand or further notice, [redacted] _____ [redacted] _____, [redacted] at any time [redacted], upon demand for forfeiture.

And finally, upon the violation by said Lessee___, or by any other person under ___him___ of any covenant or covenants hereinbefore reserved, the term of this Lease shall, at the option of said Lessor___, expire, and the same and said premises with the appurtenances shall become forfeit to said Lessor___, and said Lessor___ or ___his___ agent may thereupon, after demand of possession in writing, enter upon said premises and dispossess all persons occupying the same, with or without force, and with or without process or law, or at the option of said Lessor___, the said tenant and all persons found in occupancy may be proceeded against as trespassers from the beginning of said term, both as to realty and the ore served therefrom, or as guilty of unlawful detainer.

Each and every clause and covenant of This Indenture shall extend to the heirs, executors and administrators of all parties hereto; and to the assigns of said Lessor___, and as said Lessor___ may elect, to the assigns of said Lessee___.

In Witness Whereof, the said parties hereto, the Lessor___, and the Lessee___, have hereunto set their hands and seals this _____ day of _____, 19____.

_____

_____

_____

SECURITY TITLE INSURANCE COMPANY

1927 MARIPOSA STREET, FRESNO, CALIFORNIA
P.O. BOX 1589
TELEPHONE 6-9461

EL CENTRO
FRESNO
HANFORD
MADERA
MERCED
MODESTO
RIVERSIDE
SAN BERNARDINO
SAN DIEGO
SAN LUIS OBISPO
SANTA ANA
SANTA BARBARA
STOCKTON
VISALIA

EDWARD A. MILLER, JR.
VICE PRES. & MANAGER

Tendler
Max Tembler, Attorney at Law
229 No. Broadway
Los Angeles, California

Our Order No. 187960

Dear Sir:

We have made an examination of the Fresno County Recorder's Indices covering the following:

Young Group Mining Claim #1
Young Group Mining Claim #2
Young Group Mining Claim #3
Young Group Mining Claim #4

situated in the Dinkey Creek Mining District, and from such examination find the following:

1. A notice by Ed Young and J. B. Marsh of location of Young Group Mining Claim #1 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diable Base and Meridian, recorded August 5, 1941, Document No. 26189.

2. A notice by Ed Young and J. B. Marsh of location of Young Group Mining Claim #2 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diable Base and Meridian, recorded August 5, 1941, Document No. 26187.

3. A notice by Ed Young and J. B. Marsh of location of Young Group Mining Claim #3 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diable Base and Meridian, recorded August 5, 1941, Document No. 26190.

4. A notice by Ed Young and J. B. Marsh of location of Young Group Mining Claim #4 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diable Base and Meridian, recorded August 5, 1941, Document No. 26188.

5. Proof of labor upon Young Group #1 in the amount of $360.00 between July 28, 1941 and October 1, 1942, at the expense of Ed Young and J. B. Marsh, recorded October 23, 1942, Document No. 35286.

6. Notice to hold mining claim situated in the Dinkey Mining District, said claims being as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
executed by Ed Young and J. B. Marsh as owners, recorded June 29, 1943, Document No. 21984.

7. Notice to hold Nos. 1, 2, 3 and 4 of the Young Group Mining Claims situated in the Dinkey Creek Mining District, executed by J. B. Marsh and Ed Young, recorded June 11, 1946, Document No. 42785.

8. A notice by Joe S. Sadler of location of Young Group No. 1 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38998.

9. A notice by Joe S. Sadler of location of Young Group No. 2 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38997.

10. A notice by Joe S. Sadler of location of Young Group No. 3 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38996.

11. A notice by Joe S. Sadler of location of Young Group No. 4 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38995.

12. By deed dated August 2, 1947, recorded August 11, 1947, Document No. 41944, J. B. Marsh quit claimed all his right, title and interest in and to all those certain mining claims as follows: Young Group Mining Claim, No. 1, 2, 3 and 4, located at Swamp Lake, in Township 9 South, Range 27 East, Mount Diablo Base and Meridian, in Fresno County Mining District at Dinkey Creek, California, to Joseph S. Sadler.

13. By deed dated September 26, 1947, recorded June 10, 1948, Document No. 28071, Ed Young quit claimed all his right, title and interest in and to all those certain mining claims as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records of Fresno County
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records.
situated in the Kings River Area Mining District, to Joe Sadler.

14. By deed dated June 8, 1948, recorded June 10, 1948, Document No. 28072, Joe Sadler quitclaimed all his right, title and interest in and to all those certain mining claims as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records,
situate in the Kings River Area, to Frank W. Harrington.

15. Notice to hold mining claims situated in the Kings River Area Mining District, said claims being as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
executed by Frank W. Harrington, owner, dated June 29, 1948, recorded July 1, 1948, Document No. 31811.

16. Proof of labor upon Young Group Mining Claims Nos. 1, 2, 3 and 4, in the amount of $8000.00, between July 1, 1948 and July 1, 1949, at the expense of Joseph Sadler and Frank W. Harrington, owners, dated April 7, 1949, recorded April 8, 1949, Document No. 17537.

17. Notice to hold mining claims situated in the Kings River Area Mining District, said claims being as follows: Young Group #1; Young Group #2; Young Group #3; Young Group #4; executed by Frank W. Harrington, owner, dated June 27, 1949, recorded June 28, 1949, Document No. 31469.

18. Notice to hold mining claims situated in the Kings River Area, Mining District, said claims being as follows: Young Group #1; Young Group #2; Young Group #3; Young Group #4; executed by Frank W. Harrington, owner, dated July 29, 1949, recorded August 1, 1949, Document No. 36555.

19. Proof of labor upon the following:
Young Group #1 - recorded in Volume 1939 of Fresno County Official Records, Page 155
Young Group #2 - recorded in Volume 1939 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records,
in the amount of $400.00 or more, between October 10, 1949 and June 30, 1950, at the expense of Frank W. Harrington, owner, dated June 28, 1950, recorded June 29, 1950, in Book 2886 Page 262 of Official Records, Document No. 35700.

20. Proof of labor upon Young Group #1 and Young Group #2 situated in Kings River Mining District, in the amount of $200.00 between September 27, 1950 and October 1, 1950, at the expense of Frank W. Harrington, owner, dated...Recorded October 6, 1950, in Book 2910 Page 235 of Official Records, Document No. 54005.

21. By instrument dated May 29, 1951, recorded May 31, 1951, in Book 3024 Page 254 of Official Records, Document No. 31727, Frank W. Harrington and Martin E. Kritzer, leased to G. McGuire Pierce all those certain mining claims located in the Dinkey Creek Mining District, in the Kings River Area described as:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1939 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
for a term of 10 years commencing with date hereof and an option for an additional 10 years thereafter.

22. Proof of labor upon Young No. 1 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 341 of Official Records, Document No. 41976.

23. Proof of labor upon Young No. 2 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 341 of Official Records, Document No. 41977.

24. Proof of labor upon Young No. 3 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 342 of Official Records, Document No. 41978.

25. Proof of labor upon Young No. 4 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 342 of Official Records, Document No. 41979.

26. Proof of labor upon Young Group #1; Young Group #2; Young Group #3; Young Group #4 in the amount of $400.00 or more, between August 1, 1951 and September 15, 1951, at the expense of Frank W. Harrington, owner, dated June 26, 1952, recorded June 27, 1952, in Book 3182 Page 163 of Official Records, Document No. 33700.

27. Proof of labor upon Young Group #1, Young Group #2, Young Group #3 and Young Group #4 mining claims situate in the Dinkey Creek Mining District between July 1, 1951 and June 30, 1952, at the expense of Frank W. Harrington, owner, dated July 25, 1952, recorded July 28, 1952, in Book 3192 Page 299 of Official Records, Document No. 38542.

28. An agreement dated May 29, 1951, recorded September 24, 1952, in Book 3213 Page 542 of Official Records, Document No. 49893, executed by and between G. McGuire Pierce and Frank W. Harrington and Martin H. Kritzer, wherein it was agreed to pool their mining interests and that mining claims shall be worked and operated by Pierce for mutual benefits of said parties, wherein it was further agreed (1) that any and all mining claims and/or locations in the said Dinkey Creek Area which the parties now have, or which they or any of them may during the term hereof acquire by purchase, lease, or other wise; and specifically including the mining claims in said area designated as "Young Group 1, Young Group 2, Young Group 3, and Young Group 4", the lease of which has, contemporaneously with the execution hereof, been executed from Harrington and Kritzer to Pierce, shall be worked and operated on the terms and conditions hereinafter set forth. (2) That Pierce shall do all annual assessment work which may be required under Federal mining laws and the laws of the State of California, and shall carry on, manage, and superintend, and shall be in full charge of exploration, development and operations on all such claims; shall do all work thereon in good and miner like manner, mining all profitable ores and concentrates; etc. It is agreed and acknowledged by the parties that said mill, and milling equipment, are being purchased by Harrington and Kritzer under the terms of a conditional sales contract on which there is a balance due of $1250.00; and Pierce agrees to make payments on said contract out of working capital and/or proceeds of operation as the said payments shall become due.
Pierce agrees to furnish the Bulldozer owned by him described as TD 18 Tractor with Bucyrus Erie Angle Dozer, with double drum PTO; and in addition thereto furnish the sum of $5000.00 as initial working capital for said operations. Pierce further agrees to make application in his own name for government loans for exploration and for development and operation of said mining claims. It is specifically agreed that this agreement is not intended to be and shall not be construed as constituting a partnership agreement. It is further agreed that none of the parties hereto shall assign sell, convey or encumber any interest or right which he has now or to which he may become intitled under the terms hereof without the consent in writing of the other parties first obtained.

29. By instrument dated May 29, 1951, recorded September 24, 1952, in Book 3213 Page 548 of Official Records, Document No. 49894, Frank W. Harrington and Martin E. Kritzer, leased to G. McGuire Pierce all those certain mining claims located in the Dinkey Creek Mining District, in the Kings River Area, County of Fresno, described as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
for a term of 10 years commencing with the date hereof and an option for an additional 10 years thereafter.

30. A declaration of trust dated July 19, 1952, recorded September 24, 1952, in Book 3213 Page 552 of Official Records, Document No. 49895, executed by Martin E. Kritzer, as Trustee, which recites as follows, to wit: That Martin E. Kritzer of the City of Los Angeles, County of Los Angeles, State of California, hereinafter designated as "Truster", has conveyed, transferred, assigned, and/or delivered to the Trustee by appropriate instruments duly executed and absolute in form, all that certain real and or personal property described in "Exhibit A" attached hereto and made a part hereof, which said property, together with any other property which the Truster may hereinafter transfer or cause to be transferred to the Trustee, is designated in this Declaration of Trust as the "Trust Estate"; That the Trustee accepts such title to the Trust Estate as is conveyed to him hereunder, without liability or responsibility for the condition or validity of such title, and the same has been or will be transferred to the Trustee, and hereby declares that he holds and will hold said Trust Estate in TRUST, WITH POWER OF SALE, for the purpose of holding, managing, controlling, and disposing of the same and all income and other proceeds derived therefrom in the manner and for the uses and purposes and upon the terms, trusts, and conditions herein provided, namely:
First: The Trustee holds all the property, together with its rents, issues and profits, in trust upon the terms and conditions and for the uses and purposes hereinafter set forth, and any amendments that may hereafter be made hereto. This Trust shall in no event continue beyond the period of 25 years from and after the execution thereof. This trust is made for the use and benefit of the hereinafter named beneficiaries and such other persons now living as may hereafter be added as beneficial to and become a part of said Trust, to wit:

Martin E. Kritzer	Truster	Sylvan Y. Allen	Atty and Crediter
Claude Kritzer	Brother of Truster	Joe Costelle	Friend and Creditor
Nona McKfpauir	Mother of Truster		
Doris Ross	Daughter of Truster		
Carol Wilson	Daughter of Truster		

A corporation now in process of formation and its name will be submitted by the Truster.
Second: That during the existence of this Trust, the Trustee shall use the net income derived from said Trust Estate as follows:
a. To Sylvan Y. Allen, Attorney and Creditor, 5% of the net income and earnings from said Trust Estate;
b. To Joe Costelle, friend and crediter, 2-1/2% of the net income and earnings from the said Trust Estate;

(Encumbrance No. 30 Continued)
c. For the support, maintenance, use, and benefit of the persons hereinafter named in such sums and amounts payable at such times as said Trustee in his sole and absolute discretion, may determine, but not exceeding the amount set forth herein:
1. To Claude Kritzer, brother of Truster, 10%;
2. To Mona Hoffpauir, mother of Truster, 17-1/2%;
3. To Doris Ross, daughter of Truster, 5%;
4. To Carol Wilson, daughter of Truster, 5%;
5. To a Corporation now in process of formation and its name will be submitted by the Truster;
6. To Martin E. Kritzer, Truster, all the remaining corpus of said Trust not otherwise specifically disposed of.
Reference is made to the record for full particulars.

31. An agreement dated June 25, 1953, recorded June 26, 1953, in Book 3323 Page 412 of Official Records, Document No. 36878, executed by and between Frank Harrington, Martin Kritzer and G. McGuire Pierce witnesseth: Whereas on the 29th day of May, 1951, the parties hereto entered into a pooling agreement relating to certain mining claims to be operated by G. McGuire Pierce, and Whereas, Frank Harrington, concurrently therewith leased to G. McGuire Pierce four certain mining claims described as:
Young Group #1, recorded in Volume 1939 Page 155 of Official Records
Young Group #2, recorded in Volume 1939 Page 182 of Official Records
Young Group #3, recorded in Volume 1939 Page 156 of Official Records
Young Group #4, recorded in Volume 1939 Page 155 of Official Records
Whereas, Martin Kritzer, concurrently therewith leased to G. McGuire Pierce certain millsites, and Whereas, concurrently therewith Martin Kritzer and/or Frank Harrington relinquished to G. McGuire Pierce certain permits which they or either of them had from the United States Forest Service in relation to a certain access road, which was directly connected with and leading to these claims which were the subject matter of the said pooling agreement, and Frank Harrington and/or Martin Kritzer had paid for costs in putting in said access road, and Whereas, the said pooling agreement provided for certain participating interest of the parties hereto in certain machinery and equipment, Now, therefore, it is mutually agreed by and between the parties hereto as follows:
1. That the said pooling agreement of May 29, 1951 is hereby mutally cancelled and the parties hereto do hereby release each other from all claims that may arise out of the said pooling agreement.
2. Frank Harrington and Martin Kritzer do hereby quitclaim to G. McGuire Pierce all of their right, title and interest which they may have or could assert under the aforesaid pooling agreement in and to all the machinery and equipment which is part of the submatter thereof, except that one certain F. W. D. dump truck.
3. G. McGuire Pierce does hereby quitclaim to Frank Harrington and Martin Kritzer all of his right, title and interest to and in said F. W. D. dump truck.
4. G. McGuire Pierce does hereby quitclaim to Frank Harrington the 4 mining claims described as Young Group #1, Young Group #2, Young Group #3 and Young Group #4, and will concurrently herewith execute a quitclaim deed for purposes of recordation, and does hereby agree that the lease from Frank W. Harrington to G. McGuire Pierce leasing the said four mining claims is hereby cancelled, void, and of no further force and effect, and G. McGuire Pierce does hereby relinquish possession of the same to Frank Harrington.

(Encumbrance No. 31 Continued)
5. G. McGuire Pierce does hereby quitclaim to Martin Kritzer the two mill sites located by Martin Kritzer, upon which location claims were filed in the name of Kritzer Mining Company, by Martin E. Kritzer, one of the millsites being located at the gate of Laurel Creek and the other close to Red Bluff, both being in the Dinkey Creek Mining District, and will concurrently herewith execute a quitclaim deed for purposes of recordation and does hereby agree that the lease from Martin E. Kritzer to G. McGuire Pierce leasing the said two millsites is hereby cancelled, void, and of no further force and affect, and G. McGuire Pierce does hereby relinquish possession of the same to Frank Harrington.
6. G. McGuire Pierce does hereby cancel that certain note in the sum of approximately $700.00 executed by Martin Kritzer in favor of G. McGuire Pierce, and will return the same marked cancelled and/or paid to said Martin Kritzer.

32. By deed dated June 25, 1953, recorded June 26, 1953, in Book 3323 Page 486 of Official Records, Document No. 36323, G. McGuire Pierce quitclaimed all his right, title and interest in and to all those certain mining claims to Frank W. Harrington, as follows:
Young Group #1, recorded in Volume 1939 Page 155 of Official Records
Young Group #2, recorded in Volume 1938 Page 182 of Official Records
Young Group #3, recorded in Volume 1939 Page 156 of Official Records
Young Group #4, recorded in Volume 1939 Page 155 of Official Records.

33. Proof of labor upon the following:
Young Group #1 recorded in Volume 1939 Page 155 of Official Records
Young Group #2 recorded in Volume 1938 Page 182 of Official Records
Young Group #3 recorded in Volume 1939 Page 156 of Official Records
Young Group #4 recorded in Volume 1939 Page 155 of Official Records
in the amount of $400.00, between September 1, 1952 and July 1, 1953, at the expense of Frank W. Harrington, owner, dated July 7, 1953, recorded July 8, 1953, in Book 3327 Page 318 of Official Records, Document No. 38334.

34. Proof of labor upon the following:
Young Group #1 recorded in Volume 1939 Page 155 of Official Records
Young Group #2 recorded in Volume 1938 Page 182 of Official Records
Young Group #3 recorded in Volume 1939 Page 156 of Official Records
Young Group #4 recorded in Volume 1939 Page 155 of Official Records
in the amount of $400.00, between June 20, 1954 and July 1, 1954, at the instance of Frank W. Harrington, dated...recorded July 1, 1954, in Book 3465 Page 573 of Official Records, Document No. 39674.

No liability is assumed under this report.

Yours truly,

SECURITY TITLE INSURANCE COMPANY

By

An Authorized Signature

CANCELLATION AGREEMENT AND QUIT-CLAIM

WHEREAS on the 29th day of May, 1951, an agreement of lease was entered into by and between Frank W. Harrington and Martin E. Kritzer, as lessors, and G. McGuire Pierce, as lessee, in which certain mining claims located in the Dinkey Creek Mining District, in the Kings River area, County of Fresno, State of California, described as:

> YOUNG GROUP #1, recorded in Volume 1939 of Fresno County Official Records, at page 155;
>
> YOUNG GROUP #2, recorded in Volume 1938 of Fresno County Official Records, at page 182;
>
> YOUNG GROUP #3, recorded in Volume 1939 of Fresno County Official Records, at page 156;
>
> YOUNG GROUP #4, recorded in Volume 1939 of Fresno County Official Records, at page 155;

were leased by Harrington and Kritzer to Pierce; and

WHEREAS, Martin E. Kritzer, under the said agreement, did lease and demise to Pierce, as Lessee, two millsites located by Kritzer, upon which location claims were filed in the name of Kritzer Mining Company by Martin E. Kritzer, one of the millsites being located at the gate of Laurel Creek, and the other close to Red Bluff, both being in the Dinkey Creek Mining District, and

WHEREAS a simultaneous agreement was entered into by and between Kritzer and Pierce relating to the said millsites, and

WHEREAS on the 29th day of May, 1951, a Pooling Agreement was entered into by and between Frank W. Harrington, Martin E. Kritzer and G. McGuire Pierce, which prohibited any assignment, sale, conveyance or encumbrance of any interest or right thereunder by any party thereto without the consent of the others, and

WHEREAS a Declaration of Trust, dated June 19, 1952, was executed by Martin E. Kritzer, and recorded on September 24, 1952, in Book 3213, at page 552, of Official Records of Fresno County, in which he is described as trustor, trustee and beneficiary, and said Martin E. Kritzer had secured no consent under the aforesaid

Pooling Agreement to assign, convey, encumber or sell any interest or right thereunder, and

WHEREAS Martin E. Kritzer, individually, and as trustee under the aforesaid Declaration of Trust did not and does not now have any right, title or interest in and to the said claims, Young Group #1, #2, #3 and #4, and

WHEREAS concurrently with the execution of this agreement, on or about June 25, 1953, there are being executed agreements by Frank W. Harrington, Martin E. Kritzer and G. McGuire Pierce, which agreements are cancellations of the aforesaid Pooling Agreement and Mutual Agreement of Cancellation of Lease and Millsites,

NOW, THEREFORE, it is hereby mutually agreed by and between Frank W. Harrington and Martin E. Kritzer, individually, and as trustee under the aforesaid Declaration of Trust, that the Mutual Agreement of Cancellation of Lease and Millsites and the Cancellation of Pooling Agreement, which are being executed concurrently with this agreement, are hereby approved and ratified by Martin E. Kritzer as trustee.

Martin E. Kritzer, individually, and as trustee, and Frank W. Harrington do hereby further agree as follows:

Frank W. Harrington does hereby remise, release and quitclaim to Martin E. Kritzer all of his right, title and interest in and to that certain FWD dump truck set forth in the Cancellation of Pooling Agreement, and Martin E. Kritzer, individually, and as trustee under the aforesaid Declaration of Trust, does hereby remise, release, and forever quitclaim to Frank W. Harrington the Quartz Mining Claims, and any interest whatsoever he could assert therein and thereto, individually, and as trustee, which are known and described as:

Young Group #1, recorded in Volume 1939 of Fresno County Official Records, at page 155;

Young Group #2, recorded in Volume 1938 of Fresno County Official Records, at page 182;

Young Group #3, recorded in Volume 1939 of Fresno County Official Records, at page 156;

Young Group #4, recorded in Volume 1939 of Fresno County Official Records, at page 155;

and said Martin E. Kritzer does hereby agree that the right to possession and the possession of the said mining claims are solely in Frank W. Harrington.

- Frank W. Harrington shall continue and remain in possession of the said mining claims known as Young Group #1, Young Group #2, Young Group #3, and Young Group #4.

Dated, June 25, 1953.

Frank W. Harrington

Martin E. Kritzer

Martin E. Kritzer, Trustee

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On ~~June~~ July 24, 195~~3~~4, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank W. Harrington and Martin E. Kritzer, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Larry Wiley
Notary Public in and for
said County and State

My Commission Expires
4/9/58

SECURITY TITLE INSURANCE COMPANY

1927 MARIPOSA STREET, FRESNO, CALIFORNIA
P.O. BOX 1589
TELEPHONE 6-9481

EL CENTRO
FRESNO
HANFORD
MADERA
MERCED
MODESTO
RIVERSIDE
SAN BERNARDINO
SAN DIEGO
SAN LUIS OBISPO
SANTA ANA
SANTA BARBARA
STOCKTON
VISALIA

EDWARD A. MILLER, JR.
VICE PRES. & MANAGER

Tendler
Max ~~Tembler~~, Attorney at Law
229 No. Broadway
Los Angeles, California

Our Order No. 187960

Dear Sir:

We have made an examination of the Fresno County Recorder's Indices covering the following:

Young Group Mining Claim #1
Young Group Mining Claim #2
Young Group Mining Claim #3
Young Group Mining Claim #4

situated in the Dinkey Creek Mining District, and from such examination find the following:

1. A notice by Ed Young and J. B. Harsh of location of Young Group Mining Claim #1 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diablo Base and Meridian, recorded August 5, 1941, Document No. 26189.

2. A notice by Ed Young and J. B. Harsh of location of Young Group Mining Claim #2 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diablo Base and Meridian, recorded August 5, 1941, Document No. 26187.

3. A notice by Ed Young and J. B. Harsh of location of Young Group Mining Claim #3 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diablo Base and Meridian, recorded August 5, 1941, Document No. 26190.

4. A notice by Ed Young and J. B. Harsh of location of Young Group Mining Claim #4 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diablo Base and Meridian, recorded August 5, 1941, Document No. 26188.

5. Proof of labor upon Young Group #1 in the amount of $360.00 between July 28, 1941 and October 1, 1942, at the expense of Ed Young and J. B. Harsh, recorded October 23, 1942, Document No. 35286.

6. Notice to hold mining claim situated in the Dinkey Mining District, said claims being as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
executed by Ed Young and J. B. Harsh as owners, recorded June 29, 1943, Document No. 21984.

7. Notice to hold Nos. 1, 2, 3 and 4 of the Young Group Mining Claims situated in the Dinkey Creek Mining District, executed by J. B. Harsh and Ed Young, recorded June 11, 1946, Document No. 42785.

8. A notice by Joe S. Sadler of location of Young Group No. 1 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38998.

9. A notice by Joe S. Sadler of location of Young Group No. 2 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38997.

10. A notice by Joe S. Sadler of location of Young Group No. 3 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38996.

11. A notice by Joe S. Sadler of location of Young Group No. 4 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38995.

12. By deed dated August 2, 1947, recorded August 11, 1947, Document No. 41944, J. B. Harsh quit claimed all his right, title and interest in and to all those certain mining claims as follows: Young Group Mining Claim, No. 1, 2, 3 and 4, located at Swamp Lake, in Township 9 South, Range 27 East, Mount Diablo Base and Meridian, in Fresno County Mining District at Dinkey Creek, California, to Joseph S. Sadler.

13. By deed dated September 26, 1947, recorded June 10, 1948, Document No. 28071, Ed Young quit claimed all his right, title and interest in and to all those certain mining claims as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records of Fresno County
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records.
Situated in the Kings River Area Mining District, to Joe Sadler.

14. By deed dated June 8, 1948, recorded June 10, 1948, Document No. 28072, Joe Sadler quitclaimed all his right, title and interest in and to all those certain mining claims as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records,
situate in the Kings River Area, to Frank W. Harrington.

15. Notice to hold mining claims situated in the Kings River Area Mining District, said claims being as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
executed by Frank W. Harrington, owner, dated June 29, 1948, recorded July 1, 1948, Document No. 31811.

16. Proof of labor upon Young Group Mining Claims Nos. 1, 2, 3 and 4, in the amount of $8000.00, between July 1, 1948 and July 1, 1949, at the expense of Joseph Sadler and Frank W. Harrington, owners, dated April 7, 1949, recorded April 8, 1949, Document No. 17537.

17. Notice to hold mining claims situated in the Kings River Area Mining District, said claims being as follows: Young Group #1; Young Group #2; Young Group #3; Young Group #4; executed by Frank W. Harrington, owner, dated June 27, 1949, recorded June 28, 1949, Document No. 31469.

18. Notice to hold mining claims situated in the Kings River Area, Mining District, said claims being as follows: Young Group #1; Young Group #2; Young Group #3; Young Group #4; executed by Frank W. Harrington, owner, dated July 29, 1949, recorded August 1, 1949, Document No. 36555.

19. Proof of labor upon the following:
Young Group #1 - recorded in Volume 1939 of Fresno County Official Records, Page 155
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records,
in the amount of $400.00 or more, between October 10, 1949 and June 30, 1950, at the expense of Frank W. Harrington, owner, dated June 28, 1950, recorded June 29, 1950, in Book 2886 Page 262 of Official Records, Document No. 35700.

20. Proof of labor upon Young Group #1 and Young Group #2 situated in Kings River Mining District, in the amount of $200.00 between September 27, 1950 and October 1, 1950, at the expense of Frank W. Harrington, owner, dated...Recorded October 6, 1950, in Book 2910 Page 235 of Official Records, Document No. 54005.

21. By instrument dated May 29, 1951, recorded May 31, 1951, in Book 3024 Page 254 of Official Records, Document No. 31727, Frank W. Harrington and Martin E. Kritzer, leased to G. McGuire Pierce all those certain mining claims located in the Dinkey Creek Mining District, in the Kings River Area described as:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
for a term of 10 years commencing with date hereof and an option for an additional 10 years thereafter.

22. Proof of labor upon Young No. 1 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 341 of Official Records, Document No. 41976.

23. Proof of labor upon Young No. 2 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 341 of Official Records, Document No. 41977.

24. Proof of labor upon Young No. 3 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 342 of Official Records, Document No. 41978.

25. Proof of labor upon Young No. 4 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 342 of Official Records, Document No. 41979.

26. Proof of labor upon Young Group #1; Young Group #2; Young Group #3; Young Group #4 in the amount of $400.00 or more, between August 1, 1951 and September 15, 1951, at the expense of Frank W. Harrington, owner, dated June 26, 1952, recorded June 27, 1952, in Book 3182 Page 163 of Official Records, Document No. 33700.

27. Proof of labor upon Young Group #1, Young Group #2, Young Group #3 and Young Group #4 mining claims situate in the Dinkey Creek Mining District between July 1, 1951 and June 30, 1952, at the instance of Frank W. Harrington, owner, executed by G. McGuire Pierce, dated July 29, 1952, recorded July 28, 1952, in Book 3192 Page 299 of Official Records, Document No. 38542.

28. An agreement dated May 29, 1951, recorded September 24, 1952, in Book 3213 Page 542 of Official Records, Document No. 49893, executed by and between G. McGuire Pierce and Frank W. Harrington and Martin E. Kritzer, wherein it was agreed to pool their mining interests and that mining claims shall be worked and operated by Pierce for mutual benefits of said parties, wherein it was further agreed (1) that any and all mining claims and/or locations in the said Dinkey Creek Area which the parties now have, or which they or any of them may during the term hereof acquire by purchase, lease, or other wise; and specifically including the mining claims in said area designated as "Young Group 1, Young Group 2, Young Group 3, and Young Group 4", the lease of which has, contemporaneously with the execution hereof, been executed from Harrington and Kritzer to Pierce, shall be worked and operated on the terms and conditions hereinafter set forth. (2) That Pierce shall do all annual assessment work which may be required under Federal mining laws and the laws of the State of California, and shall carry on, manage, and superintend, and shall be in full charge of exploration, development and operations on all such claims; shall do all work thereon in good and miner like manner, mining all profitable ores and concentrates; etc. It is agreed and acknowledged by the parties that said mill, and milling equipment, are being purchased by Harrington and Kritzer under the terms of a conditional sales contract on which there is a balance due of $1250.00; and Pierce agrees to make payments on said contract out of working capital and/or proceeds of operation as the said payments shall become due.
Pierce agrees to furnish the Bulldozer owned by him described as TD 18 Tractor with Bucyrus Erie Angle Dozer, with double drum PCU; and in addition thereto furnish the sum of $5000.00 as initial working capital for said operations. Pierce further agrees to make application in his own name for government loans for exploration and for development and operation of said mining claims. It is specifically agreed that this agreement is not intended to be and shall not be construed as constituting a partnership agreement. It is further agreed that none of the parties hereto shall assign sell, convey or encumber any interest or right which he has now or to which he may become intitled under the terms hereof without the consent in writing of the other parties first obtained.

29. By instrument dated May 29, 1951, recorded September 24, 1952, in Book 3213 Page 548 of Official Records, Document No. 49894, Frank W. Harrington and Martin E. Kritzer, leased to G. McGuire Pierce all those certain mining claims located in the Dinkey Creek Mining District, in the Kings River Area, County of Fresno, described as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
for a term of 10 years commencing with the date hereof and an option for an additional 10 years thereafter.

30. A declaration of trust dated July 19, 1952, recorded September 24, 1952, in Book 3213 Page 552 of Official Records, Document No. 49895, executed by Martin E. Kritzer, as Trustee, which recites as follows, to wit: That Martin E. Kritzer of the City of Los Angeles, County of Los Angeles, State of California, hereinafter designated as "Trustor", has conveyed, transferred, assigned, and/or delivered to the Trustee by appropriate instruments duly executed and absolute in form, all that certain real and or personal property described in "Exhibit A" attached hereto and made a part hereof, which said property, together with any other property which the Trustor may hereinafter transfer or cause to be transferred to the Trustee, is designated in this Declaration of Trust as the "Trust Estate"; That the Trustee accepts such title to the Trust Estate as is conveyed to him hereunder, without liability or responsibility for the condition or validity of such title, and the same has been or will be transferred to the Trustee, and hereby declares that he holds and will hold said Trust Estate in TRUST, WITH POWER OF SALE, for the purpose of holding, managing, controlling, and disposing of the same and all income and other proceeds derived therefrom in the manner and for the uses and purposes and upon the terms, trusts, and conditions herein provided, namely:
First: The Trustee holds all the property, together with its rents, issues and profits, in trust upon the terms and conditions and for the uses and purposes hereinafter set forth, and any amendments that may hereafter be made hereto. This Trust shall in no event continue beyond the period of 25 years from and after the execution thereof. This trust is made for the use and benefit of the hereinafter named beneficiaries and such other persons now living as may hereafter be added as beneficial to and become a part of said Trust, to wit:

Martin E. Kritzer	Trustor	Sylvan Y. Allen	Atty and Creditor
Claude Kritzer	Brother of Trustor	Joe Costello	Friend and Creditor
Mona Hoffpauir	Mother of Trustor		
Doris Ross	Daughter of Trustor		
Carol Wilson	Daughter of Trustor		

A corporation now in process of formation and its name will be submitted by the Trustor.
Second: That during the existence of this Trust, the Trustee shall use the net income derived from said Trust Estate as follows:
a. To Sylvan Y. Allen, Attorney and Creditor, 5% of the net income and earnings from said Trust Estate;
b. To Joe Costello, friend and creditor, 2-1/2% of the net income and earnings derived from the said Trust Estate;

(Encumbrance No. 30 Continued)
c. For the support, maintenance, use, and benefit of the persons hereinafter named in such sums and amounts payable at such times as said Trustee in his sole and absolute discretion, may determine, but not exceeding the amount set forth herein:
1. To Claude Kritzer, brother of Trustor, 10%;
2. To Mona Hoffpauir, mother of Trustor, 17-1/2%;
3. To Doris Ross, daughter of Trustor, 5%;
4. To Carol Wilson, daughter of Trustor, 5%;
5. To a Corporation now in process of formation and its name will be submitted by the Trustor;
6. To Martin E. Kritzer, Trustor, all the remaining corpus of said Trust not otherwise specifically disposed of.
Reference is made to the record for full particulars.

31. An agreement dated June 25, 1953, recorded June 26, 1953, in Book 3323 Page 412 of Official Records, Document No. 36278, executed by and between Frank Harrington, Martin Kritzer and G. McGuire Pierce witnesseth: Whereas on the 29th day of May, 1951, the parties hereto entered into a pooling agreement relating to certain mining claims to be operated by G. McGuire Pierce, and Whereas, Frank Harrington, concurrently therewith leased to G. McGuire Pierce four certain mining claims described as:
Young Group #1, recorded in Volume 1939 Page 155 of Official Records
Young Group #2, recorded in Volume 1938 Page 182 of Official Records
Young Group #3, recorded in Volume 1939 Page 156 of Official Records
Young Group #4, recorded in Volume 1939 Page 155 of Official Records
Whereas, Martin Kritzer, concurrently therewith leased to G. McGuire Pierce certain millsites, and Whereas, concurrently therewith Martin Kritzer and/or Frank Harrington relinquished to G. McGuire Pierce certain permits which they or either of them had from the United States Forest Service in relation to a certain access road, which was directly connected with and leading to those claims which were the subject matter of the said pooling agreement, and Frank Harrington and/or Martin Kritzer had paid for costs in putting in said access road, and Whereas, the said pooling agreement provided for certain participating interest of the parties hereto in certain machinery and equipment, Now, therefore, it is mutually agreed by and between the parties hereto as follows:
1. That the said pooling agreement of May 29, 1951 is hereby mutally cancelled and the parties hereto do hereby release each other from all claims that may arise out of the said pooling agreement.
2. Frank Harrington and Martin Kritzer do hereby quitclaim to G. McGuire Pierce all of their right, title and interest which they may have or could assert under the aforesaid pooling agreement in and to all the machinery and equipment which is part of the submatter thereof, except that one certain F. W. D. dump truck.
3. G. McGuire Pierce does hereby quitclaim to Frank Harrington and Martin Kritzer all of his right, title and interest to and in said F. W. D. dump truck.
4. G. McGuire Pierce does hereby quitclaim to Frank Harrington the 4 mining claims described as Young Group #1, Young Group #2, Young Group #3 and Young Group #4, and will concurrently herewith execute a quitclaim deed for purposes of recordation, and does hereby agree that the lease from Frank W. Harrington to G. McGuire Pierce leasing the said four mining claims is hereby cancelled, void, and of no further force and effect, and G. McGuire Pierce does hereby relinquish possession of the same to Frank Harrington.

(Encumbrance No. 31 Continued)
5. G. McGuire Pierce does hereby quitclaim to Martin Kritzer the two mill sites located by Martin Kritzer, upon which location claims were filed in the name of Kritzer Mining Company, by Martin E. Kritzer, one of the millsites being located at the gate of Laurel Creek and the other close to Red Bluff, both being in the Dinkey Creek Mining District, and will concurrently herewith execute a quitclaim deed for purposes of recordation and does hereby agree that the lease from Martin E. Kritzer to G. McGuire Pierce leasing the said two millsites is hereby cancelled, void, and of no further force and affect, and G. McGuire Pierce does hereby relinquish possession of the same to Frank Harrington.
6. G. McGuire Pierce does hereby cancel that certain note in the sum of approximately $700.00 executed by Martin Kritzer in favor of G. McGuire Pierce, and will return the same marked cancelled and/or paid to said Martin Kritzer.

32. By deed dated June 25, 1953, recorded June 26, 1953, in Book 3323 Page 486 of Official Records, Document No. 36323, G. McGuire Pierce quitclaimed all his right, title and interest in and to all those certain mining claims to Frank W. Harrington, as follows:
Young Group #1, recorded in Volume 1939 Page 155 of Official Records
Young Group #2, recorded in Volume 1938 Page 182 of Official Records
Young Group #3, recorded in Volume 1939 Page 156 of Official Records
Young Group #4, recorded in Volume 1939 Page 155 of Official Records.

33. Proof of labor upon the following:
Young Group #1 recorded in Volume 1939 Page 155 of Official Records
Young Group #2 recorded in Volume 1938 Page 182 of Official Records
Young Group #3 recorded in Volume 1939 Page 156 of Official Records
Young Group #4 recorded in Volume 1939 Page 155 of Official Records
in the amount of $400.00, between September 1, 1952 and July 1, 1953, at the expense of Frank W. Harrington, owner, dated July 7, 1953, recorded July 8, 1953, in Book 3327 Page 318 of Official Records, Document No. 38334.

34. Proof of labor upon the following:
Young Group #1 recorded in Volume 1939 Page 155 of Official Records
Young Group #2 recorded in Volume 1938 Page 182 of Official Records
Young Group #3 recorded in Volume 1939 Page 156 of Official Records
Young Group #4 recorded in Volume 1939 Page 155 of Official Records
in the amount of $400.00, between June 20, 1954 and July 1, 1954, at the instance of Frank W. Harrington, dated...recorded July 1, 1954, in Book 3465 Page 573 of Official Records, Document No. 39674.

No liability is assumed under this report.

Yours truly,

SECURITY TITLE INSURANCE COMPANY

By

An Authorized Signature

CANCELLATION AGREEMENT AND QUIT-CLAIM

WHEREAS on the 29th day of May, 1951, an agreement of lease was entered into by and between Frank W. Harrington and Martin E. Kritzer, as lessors, and G. McGuire Pierce, as lessee, in which certain mining claims located in the Dinkey Creek Mining District, in the Kings River area, County of Fresno, State of California, described as:

YOUNG GROUP #1, recorded in Volume 1939 of Fresno County Official Records, at page 155;

YOUNG GROUP #2, recorded in Volume 1938 of Fresno County Official Records, at page 182;

YOUNG GROUP #3, recorded in Volume 1939 of Fresno County Official Records, at page 156;

YOUNG GROUP #4, recorded in Volume 1939 of Fresno County Official Records, at page 155;

were leased by Harrington and Kritzer to Pierce; and

WHEREAS, Martin E. Kritzer, under the said agreement, did lease and demise to Pierce, as Lessee, two millsites located by Kritzer, upon which location claims were filed in the name of Kritzer Mining Company by Martin E. Kritzer, one of the millsites being located at the gate of Laurel Creek, and the other close to Red Bluff, both being in the Dinkey Creek Mining District, and

WHEREAS a simultaneous agreement was entered into by and between Kritzer and Pierce relating to the said millsites, and

WHEREAS on the 29th day of May, 1951, a Pooling Agreement was entered into by and between Frank W. Harrington, Martin E. Kritzer and G. McGuire Pierce, which prohibited any assignment, sale, conveyance or encumbrance of any interest or right thereunder by any party thereto without the consent of the others, and

WHEREAS a Declaration of Trust, dated June 19, 1952, was executed by Martin E. Kritzer, and recorded on September 24, 1952, in Book 3213, at page 552, of Official Records of Fresno County, in which he is described as trustor, trustee and beneficiary, and said Martin E. Kritzer had secured no consent under the aforesaid

Pooling Agreement to assign, convey, encumber or sell any interest or right thereunder, and

WHEREAS Martin E. Kritzer, individually, and as trustee under the aforesaid Declaration of Trust did not and does not now have any right, title or interest in and to the said claims, Young Group #1, #2, #3 and #4, and

WHEREAS concurrently with the execution of this agreement, on or about June 25, 1953, there are being executed agreements by Frank W. Harrington, Martin E. Kritzer and C. McGuire Pierce, which agreements are cancellations of the aforesaid Pooling Agreement and Mutual Agreement of Cancellation of Lease and Millsites,

NOW, THEREFORE, it is hereby mutually agreed by and between Frank W. Harrington and Martin E. Kritzer, individually, and as trustee under the aforesaid Declaration of Trust, that the Mutual Agreement of Cancellation of Lease and Millsites and the Cancellation of Pooling Agreement, which are being executed concurrently with this agreement, are hereby approved and ratified by Martin E. Kritzer as trustee.

Martin E. Kritzer, individually, and as trustee, and Frank W. Harrington do hereby further agree as follows:

Frank W. Harrington does hereby remise, release and quitclaim to Martin E. Kritzer all of his right, title and interest in and to that certain FWD dump truck set forth in the Cancellation of Pooling Agreement, and Martin E. Kritzer, individually, and as trustee under the aforesaid Declaration of Trust, does hereby remise, release, and forever quitclaim to Frank W. Harrington the Quartz Mining Claims, and any interest whatsoever he could assert therein and thereto, individually, and as trustee, which are known and described as:

Young Group #1, recorded in Volume 1939 of Fresno County Official Records, at page 155;

Young Group #2, recorded in Volume 1938 of Fresno County Official Records, at page 182;

Young Group #3, recorded in Volume 1939 of Fresno County Official Records, at page 156;

Young Group #4, recorded in Volume 1939 of Fresno County Official Records, at page 155;

and said Martin E. Kritzer does hereby agree that the right to possession and the possession of the said mining claims are solely in Frank W. Harrington.

- Frank W. Harrington shall continue and remain in possession of the said mining claims known as Young Group #1, Young Group #2, Young Group #3, and Young Group #4.

Dated, June 25, 1953.

Frank W. Harrington

Martin E. Kritzer

Martin E. Kritzer, Trustee

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On ~~June~~ July 24, 1954, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank W. Harrington and Martin E. Kritzer, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Larry Wiley
Notary Public in and for said County and State

My Commission Expires 4/9/55

DOCKET
SURNAME
400
Chapman
Hoff
Holliday
Davis
Nelson
Yore
Selfridge

SEP - 7 1955

Mr. Neil B. Steuer
3226 Hampton Way
Fresno, California

Re: Docket No. DMEA 3562 - Tungsten
Swamp Lake property (Young Group
of Claims)
Fresno County, California

Dear Mr. Steuer:

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 our information, although noting a small amount of tungsten mineralization in outcrops and surface trenches on the Swamp Lake property (Young Group claims), indicates to us that the probability of disclosing minable tungsten ore reserves by your 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. O. Mittendorf

Administrator

SPHOLT:foc
cc to: Docket
Code 400
Adm. Read. File
Oper. Comm.
FT. REG. II
Messrs. Holliday, USBM
Kiilsgaard, USGS

Rec'd.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

September 2, 1955

MEMORANDUM

To: W. S. Martin, Chief, Iron & Ferro-Alloys Div., DMEA
Through: Chief, Ferrous Metals and Alloys Branch, Bureau of Mines

From: R. W. Holliday, Commodity Industry Analyst, Bureau of Mines

Subject: DMEA Docket No. 3562 - Tungsten
Neil B. Steuer
Swamp Lake property (Young Group of Claims)
Fresno County, California

Two different field teams have recommended denial of this application. In addition it appears that the applicant may be interested primarily in obtaining mill feed from exploration by drifts and crosscuts instead of using a more suitable diamond drill program.

I concur in the decision to deny this application.

R W Holliday
R. W. Holliday

September 2, 1955

MEMORANDUM

To: W. S. Martin, Chief, Iron & Ferro-Alloys Div., DMEA
Through: Chief, Ferrous Metals and Alloys Branch, Bureau of Mines

From: R. W. Holliday, Commodity Industry Analyst, Bureau of Mines

Subject: DMEA Docket No. 3562 - Tungsten
Hail B. Steuer
Swamp Lake property (Young Group of Claims)
Fresno County, California

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I concur in the decision to deny this application.

R. W. Holliday

RWHOLLIDAY/foc
9-2-55
cc to: File
Mr. Martin (3)
Mr. Melcher, USBM
Mr. Holliday

September 2, 1955

MEMORANDUM

To: W. S. Martin, Chief, Iron & Ferro-Alloys Div., DMEA
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RWHOLLIDAY/foc
9-2-55
cc to: File
Mr. Martin (3)
Mr. Melcher, USBM
Mr. Holliday

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

MEMORANDUM

To: Administrator, DMEA

From: Iron and Ferro-Alloys Division, DMEA

Subject: Denial of request for exploration assistance in the amount of $40,950.00
Docket No. DMEA 3562 - Tungsten
Neil B. Steuer
Swamp Lake property (Young Group claims)
Fresno County, California

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

1. The applicant, Neil B. Steuer, 3226 Hampton Way, Fresno, California, requested exploration assistance in the amount of $40,950 for diamond drilling, later changed to drifting and crosscutting on the Swamp Lake property (Young Group claims).

2. The applicant controls by lease from Frank W. Harrington, owner, the Young Group Nos. 1, 2, 3 and 4 unpatented lode mining lode claims, situated near Swamp Lake in the Dinky Creek Mining District, Fresno County, California.

3. The proposed program is by drifting and crosscutting from surface in the ore zones on the Swamp Lake property (Young Group claims).

4. In the area proposed to be explored by the applicant, sparse tungsten mineralization occurs as irregular scheelite-bearing pods and lenses in tactite along or near contacts with sedimentary rocks. There is no reason to predict that the size and grade of ore bodies will improve with depth.

5. The Field Team concludes that there is little probability of making a significant discovery and recommends denial. The Commodity Divisions of the Geological Survey and the Bureau of Mines concur in this recommendation. This property was also examined in 1951 under Docket No. DMA 786 (1559X) and the application denied.

Thos. L. Chapman

Thos. L. Chapman, Acting Chief
Iron and Ferro-Alloys Division

DOCKET
SURNAME

400
Chapman
Holt
Holliday
David

MEMORANDUM

To: Administrator, DMEA

From: Iron and Ferro-Alloys Division, DMEA

Subject: Denial of request for exploration assistance in the amount of $40,950.00
Docket No. DMEA 3562 - Tungsten
Neil B. Steuer
Swamp Lake property (Young Group claims)
Fresno County, California

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5. The Field Team concludes that there is little probability of making a significant discovery and recommends denial. The Commodity Divisions of the Geological Survey and the Bureau of Mines concur in this recommendation. This property was also examined in 1951 under Docket No. DMA 786 (1559X) and the application denied.

TLCHAPMAN/foc
8-29-55
cc to: Docket
Code 400
Adm. Read.
File
Operating Comm.

Thos. L. Chapman, Acting Chief
Iron and Ferro-Alloys Division

Docket

IN REPLY REFER TO:

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

August 26, 1955

Copy retained 400

Re: DMEA 3562
Neil B. Steuer
Swamp Lake property
(Young Group)
Fresno Co., Calif.
$40,950 - Tungsten

Memorandum

To: W. S. Martin, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team report.

The Young prospect has been the subject of two reports concerned with DMEA applications. Neither agrees with the views of the applicant, as expressed in the application, as regards probable tonnage and grade of the reserves.

I concur with the conclusions of the examiners and the denial recommendation of the Field Team.

N. E. Nelson

N. E. Nelson

IN REPLY REFER TO:

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

August 26, 1955

Re: DMEA 3562
Hail B. Steuer
Swamp Lake property
(Young Group)
Fresno Co., Calif.
$40,950 - Tungsten

Memorandum

To: W. S. Martin, Defense Minerals Exploration Administration

From: N. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team report.

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I concur with the conclusions of the examiners and the denial recommendation of the Field Team.

N. E. Nelson

N. E. Nelson

NENelson:iml
G-8/26/55

cc: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
R. Holliday, 3513

IN REPLY REFER TO:

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

August 26, 1955

Re: DMEA 3568
Neil B. Stoner
Swamp Lake property
(Young Group)
Fresno Co., Calif.
$40,950 - Tungsten

Memorandum

To: W. S. Martin, Defense Minerals Exploration Administration

From: H. E. Nelson, U. S. Geological Survey

Subject: Review of Field Team report.

The Young prospect has been the subject of two reports concerned with DMEA applications. Neither agrees with the views of the applicant, as expressed in the application, as regards probable tonnage and grade of the reserves.

I concur with the conclusions of the examiners and the denial recommendation of the Field Team.

H. E. Nelson

H. E. Nelson

HENelson:iml
G-8/26/55

cc: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
R. Holliday, 3513

Docket
TKC

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

1605 Evans Avenue
Reno, Nevada

August 19, 1955

Copy retained 400

Mr. Neil B. Steuer
3226 Hampton Way
Fresno, California

Re: Docket No. DMEA-3562 (Tungsten)
Swamp Lake Property
Fresno County, California

Dear Mr. Steuer:

I am returning your report on the "Tungsten Deposits of the Mud Lakes District".

We thank you for the use of this report, as well as for your cooperation with our engineers during their recent examination of your property.

Very truly yours,

S. Ricker
Executive Officer
DMEA Field Team, Region II

Encl.

SRicker:gh
cc: Operating Committee, DMEA, Wash., D.C.
R. M. Smith
File

RECEIVED
AUG 24 1955

DMEA

Docket

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

1605 Evans Avenue
Reno, Nevada

August 19, 1955

Memorandum

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

From: Executive Officer, DMEA Field Team, Region II

Subject: Docket No. DMEA-3562 (Tungsten)
Neil B. Steuer
Swamp Lake property (Young Group claims)
Fresno County, California

Reference is made to your letter of November 22, 1954 relative to a field examination of above subject property.

Attached are four copies of a report by H. K. Stager, Geological Survey and H. W. Jones, Bureau of Mines, in which it is recommended that the application for Government exploration aid be denied. Roscoe Smith and I concur in the recommendation.

The applicants report "Tungsten Deposits of the Mud Lakes District, Fresno County, California" has been returned to him.

S. Ricker

Attach.

RECEIVED

Reviewed by
DMEA OPERATING COMMITTEE
8-26-55
(date)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DOUGLAS McKAY, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION II

APPLICATION REPORT

DMEA-3562 (Tungsten)
Neil B. Steuer
Young Claims, Fresno County, California

by

H. W. Jones
Mining Engineer
U. S. Bureau of Mines

H. K. Stager
Geologist
U. S. Geological Survey

Reviewed by
DMEA OPERATING COMMITTEE
8-26-55
(date)

August 16, 1955

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ILLUSTRATIONS

Figure 1. Location map.

2. Claim map.

3. Young No. 1 Tungsten deposit, Fresno County, California

4. Young No. 2 Tungsten deposit, Fresno County, California

INTRODUCTION

Mr. Neil B. Steuer, 3226 Hampton Way, Fresno, California, applied for Government assistance in a $40,950 program under the Defense Minerals Exploration Administration, docket number 3562, to explore for tungsten on the Young claims, near Swamp Lake, Fresno County, California. The applicant estimated 38,000 tons of ore, assaying 1.0 percent WO_3, and wished to explore the property by diamond drilling to determine the amount and grade of ore present to facilitate planning the installation of a mill for concentration of scheelite from the ore.

A field examination was requested by the Operating Committee, and was made by H. K. Stager, U. S. Geological Survey, and H. W. Jones, U. S. Bureau of Mines, on July 9 and 10, 1955, accompanied by the applicant.

The applicant's maps were carefully studied and were compared with the geologic exposures in the prospect area. Some additional mapping was done and seven samples were taken by the examiners.

The property was also examined in 1951 under docket No. DMA-786 (1559X) for tungsten, and the application denied.

CONCLUSIONS AND RECOMMENDATIONS

The Young claims contain several exposures of tungsten-bearing material. The results of the examination indicate that the overall grade of the deposit is too low and the scheelite too erratically distributed to constitute a minable ore body.

The applicant originally proposed a diamond drilling program but now wishes to change to one of drifting and crosscutting. The drifting

program is too ambitious for the meager exposures. By drifting on these exposures, with Government assistance if possible, the applicant hopes to supply the ore necessary to run his mill. He is in the position of many inexperienced mine operators in that he is building a mill with no ore developed and before he has explored the deposit. The original drilling proposal which has been abandoned is better suited to explore the deposit, but would probably cost more than the value of the ore that might be discovered.

It is recommended that Government assistance under the DMEA program be denied.

LOCATION, ACCESSIBILITY AND LOCAL RESOURCES

The Young claims, also referred to as the Swamp Lake claims, are southwest of Swamp Lake at the headwaters of Dinkey Creek. They are in sections 19 and 30, T. 9 S., R. 27 E., M.D.M., Fresno County, California, on the west side of Brown Peak at an altitude of 9200 to 9600 feet.

The area is 13.5 miles from the Dinkey Creek store, and is accessible only by 4-wheel drive vehicles. Heavy snowfall blocks travel for 5 to 6 months of the year.

There is a sufficient supply of timber and water for all mining purposes. A tent house camp was established at Grouse Lake, about one half mile from the property. The nearest permanent housing facilities, however, are at Dinkey Creek Post Office.

The nearest supply center for mining material and labor is Fresno, Calif. 70 miles by road southwest of the property.

PROPERTY, HISTORY AND OWNERSHIP

The property consists of four lode claims held by location. They are the Young claims Nos. 1, 2, 3, and 4, listed at the Fresno County courthouse, Fresno, Calif. in vol. 1939 p. 155, vol. 1938 p. 182, vol. 1939 p. 156, and vol. 1939 p. 155.

The deposits are reported to have been discovered in 1941 by Ed Young. They were relocated by Joe Sadler in 1947, and transferred to Frank Herrington of Los Angeles, the present owner, who in turn leased them to Martin Kritzer until May 1951 and then to Col. Pierce, who retained an interest until they were leased by the present applicant, N. B. Steuer and C. E. Marsh in 1953. Mr. Steuer wrote a rather comprehensive geological report on the Mud Lakes District in 1950 while attending University of California at Los Angeles, and has based his later evaluations upon this report.

Except for a few shallow pits no work of consequence has been done and there has been no reported production from the property.

An open pit tungsten mine and 50-ton mill is currently in operation on the Mud Lake No. 7 deposit, 1-1/3 miles south of Swamp Lake. This property was successfully explored under DMA-1559X, Contract No. Idm-E68.

GENERAL GEOLOGY

The Young claims are in an area of high relief and much of the surface is covered with talus and alluvium. The rocks exposed in the vicinity of the claims are chiefly metamorphosed sedimentary rocks of probable Paleozoic age. These rocks are in a northwesterly

trending body about one mile wide and four miles long which is bounded on all sides by granitic rocks of the Sierra Nevada batholith.

A reconnaissance geologic map that includes the area was made by Krauskopf in 1942 and 1943.1/

Metamorphic rocks in the claim area are quartzite, schist, and hornfels. The quartzite is fine-grained, light-colored, and is conspicuous for the blocky talus slopes that form below the outcrops. The schist is a well foliated, gray, mica schist that weathers to brown on the outcrop. The hornfels is similar to the schist, except for lack of orientation of mica flakes, and grades laterally into schist. The metamorphic rocks strike about N. 10° to 30° W. and dip from 70° NE. to 20° SW.

The granitic rock in the claim area is a light gray porphyritic biotite granite.

Lenses of epidote-garnet tactite, metamorphosed from limy zones in the schist and hornfels, occur at and near the contact with granitic rocks. Tungsten ore deposits are associated with the tactite.

ORE DEPOSITS

The tungsten ore bodies are irregular scheelite-bearing pods and lenses in tactite at and near the contact of granite with the sedimentary rocks. They strike north and dip from 20° W. to 70° E., range from a fraction of an inch to 6 feet in width and from a few feet to 50 feet in length.

1/ Krauskopf, Konrad B., 1953, Tungsten Deposits of Madera, Fresno, and Tulare Counties, California: Calif. Div. Mines Special Report 35, pl. 1.

Scheelite, the only tungsten mineral that was seen, is erratically distributed in the tactite and the WO_3 content ranges from a trace to as much as 3 percent. Concentrations of scheelite several feet across that average about 0.5 percent WO_3 are commonly surrounded by nearly barren tactite. The minable pods of ore are from 40 to as much as several hundred feet apart in the tactite lenses. Gangue minerals are epidote, garnet, quartz, and calcite.

SAMPLING

A total of seven samples were taken at locations as indicated on figures 3 and 4. It is considered that they indicate the higher value of mineralization on the property in the scattered lenses within the tactite and do not represent the average values that would be encountered in mining. Trenches showing little to no scheelite were not sampled.

Sample descriptions and the results are as follows:

Sample No.	Length	Assay	Description
236	4.4'	0.19	Freshly exposed fine-grained garnet-epidote tactite, oxidized coating on outcrop. South end #2 claim.
237	4.5'	0.91	Roll in tactite, coarse garnet-epidote, quartz facing. North end #4 claim.
238	5.0'	0.83	Fine grained epidote-tactite, some manganese. Pits on either extension of lens show no scheelite.
239	3.5'	0.07	Lowermost exposure of tactite pendant showing scheelite mineralization. Young #2 claim.
240	6.0'	2.29	Coarse scheelite in fine grained epidote tactite, some garnet.

Sampling (cont'd.)

Sample No.	Length	Assay	Description
241	4.0'	0.10	Banded garnet-epidote tactite.
242	3.0'	0.78	Fine grained tungsten in epidote-garnet tactite.

ORE RESERVES

The applicant estimates that the reserve on the Young claims is 38,000 tons of indicated ore with an average grade of about 1 percent WO_3.

There are no measured reserves.

Krauskopf and Irwin (DMA docket 786 (1559X) July 1951) estimated a reserve of about 2,000 tons of ore with a grade between 0.5 and 1.0 percent WO_3. A review of the applicant's maps and the maps prepared during the previous examination, with a careful study and sampling of the outcrops under ultraviolet light, revealed that the appraisal by Krauskopf and Irwin is the more realistic estimate.

The tactite pods on the Young claims, although of minable grade, are small and erratically distributed. Several thousand tons of ore may be mined from the exposures on these claims but after the easily accessible surface ore has been removed the cost of exploration to find and mine additional pods and lenses of ore will probably exceed the value of the ore.

PROPOSED EXPLORATION

The applicant originally proposed a program consisting of about 2,500 feet of diamond drilling in 8 holes to test the downward extent

of the scheelite-bearing tactite lenses. Total cost of the program, that included road and camp construction, was estimated to be about $40,950. Since submitting the application in November 1954 the applicant has completed a road to the property, has built a tent camp and has transported a 50 ton per day mill to the property that he expected to place in operation by late July 1955. The applicant has changed his exploration plan from diamond drilling to drifting and crosscutting. He now plans to drive about 1,400 feet of underground drifts and crosscuts at an estimated cost of about $49,000 and is no longer interested in a drilling program.

The revised program planned by the applicant is aimed primarily at supplying ore for the mill at the property. It is too ambitious for the meager exposures of scheelite-bearing material on the property. Although the original drilling program would probably cost more than the value of the ore that might be discovered it would be better suited to explore the deposit than the present plan.

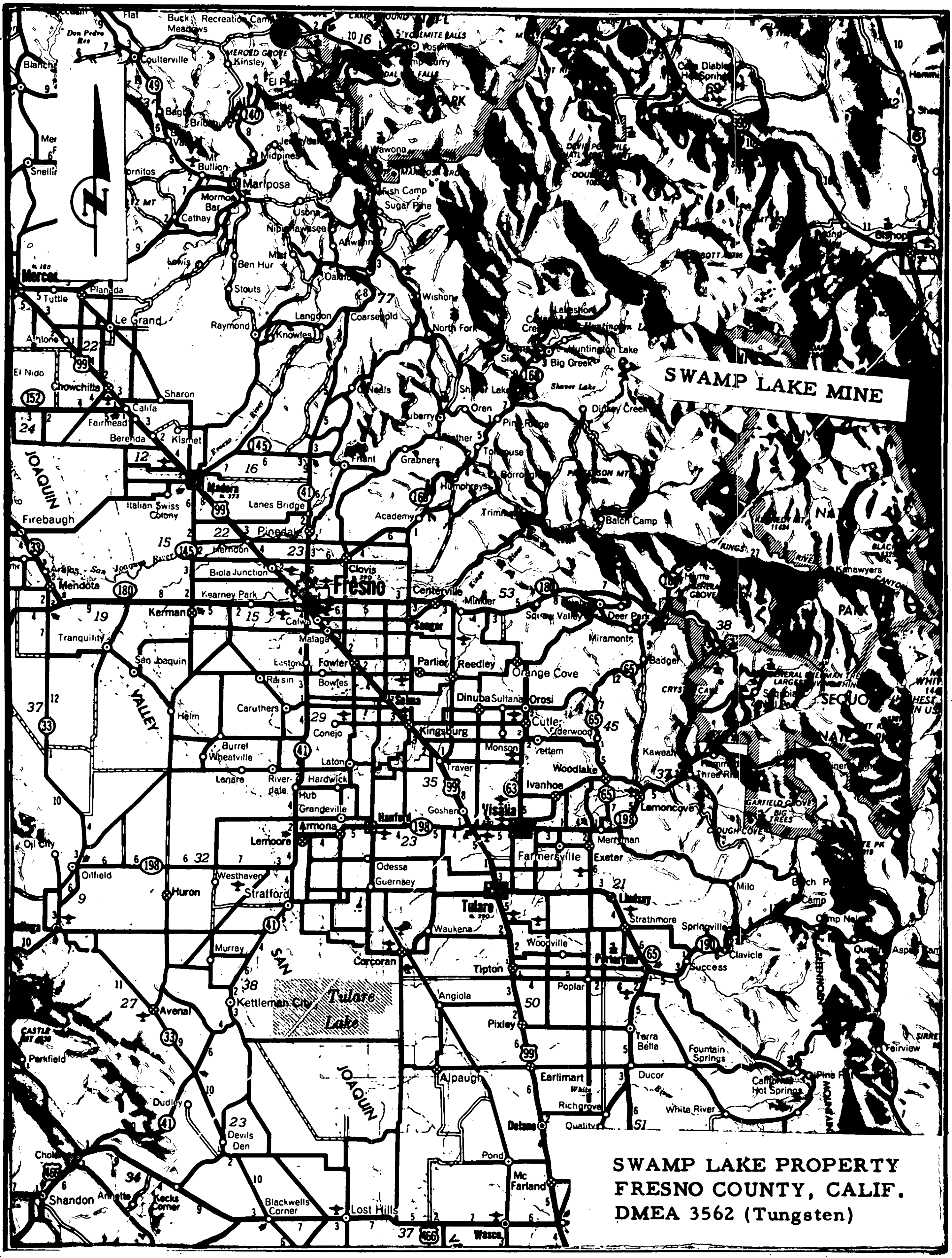
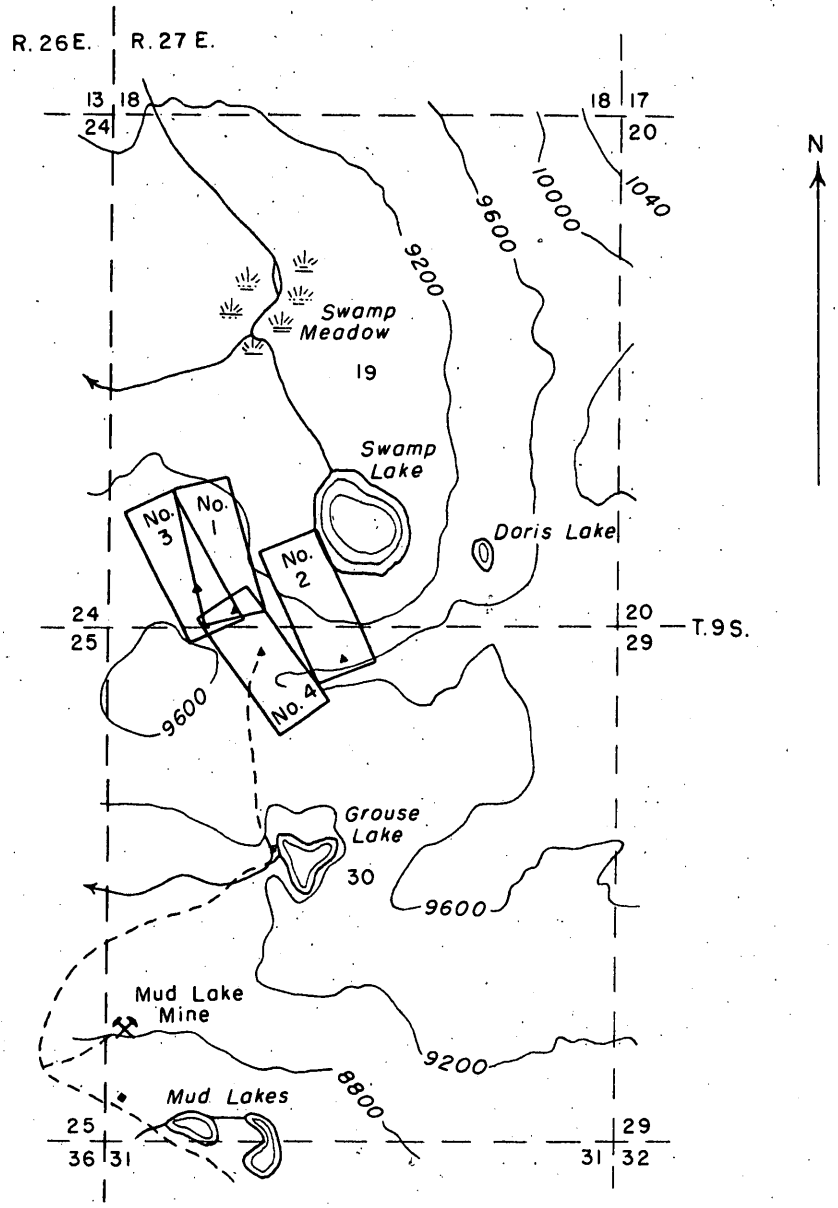


Fig. 1 LOCATION MAP CALIFORNIA



U.S. Geological Survey Base Map
Huntington Lake Quadrangle, 1953

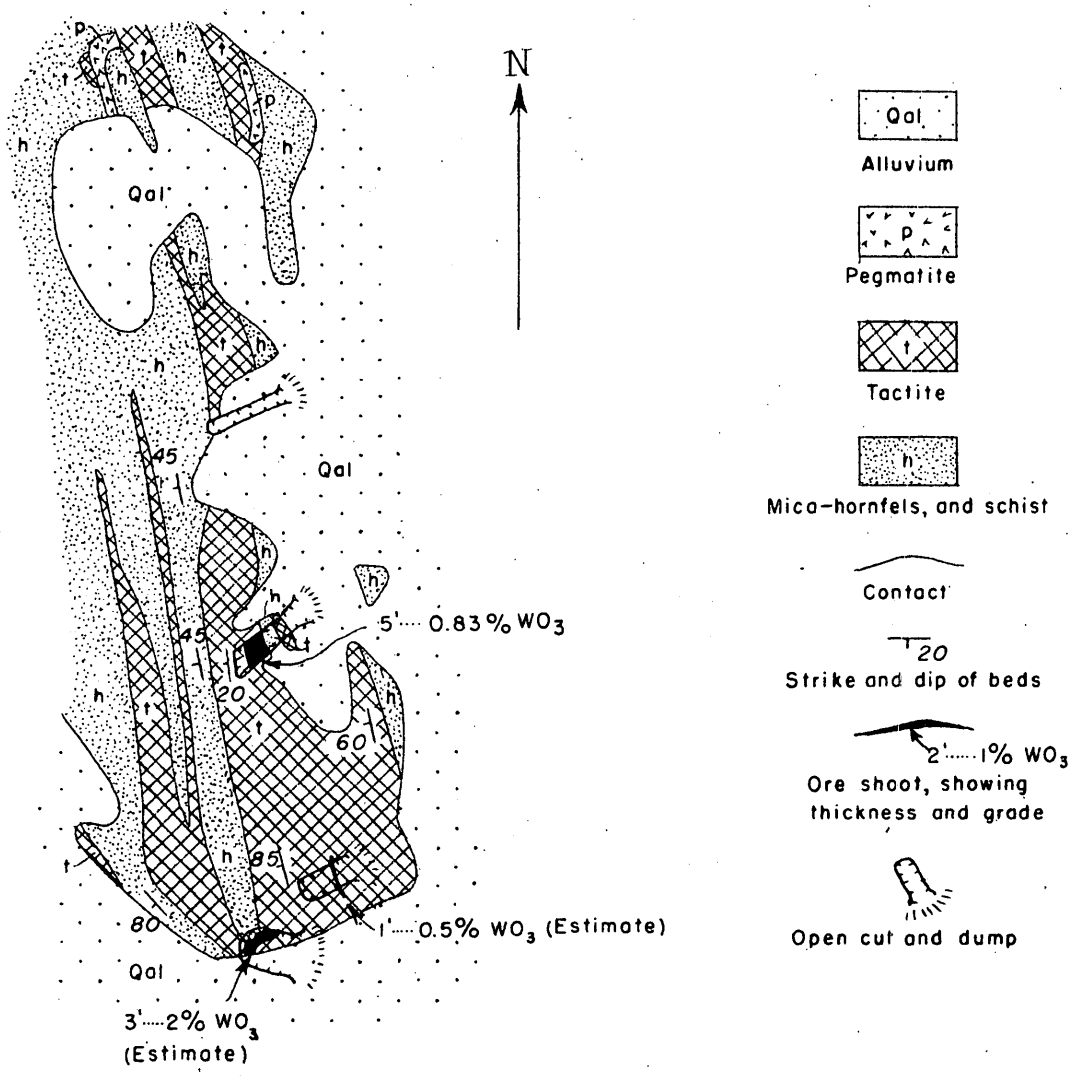
Figure 2. CLAIM MAP OF THE YOUNG GROUP OF CLAIMS
FRESNO COUNTY, CALIFORNIA

2000 0 2000 4000 Feet

Contour interval 400 feet
Datum is mean sea level

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

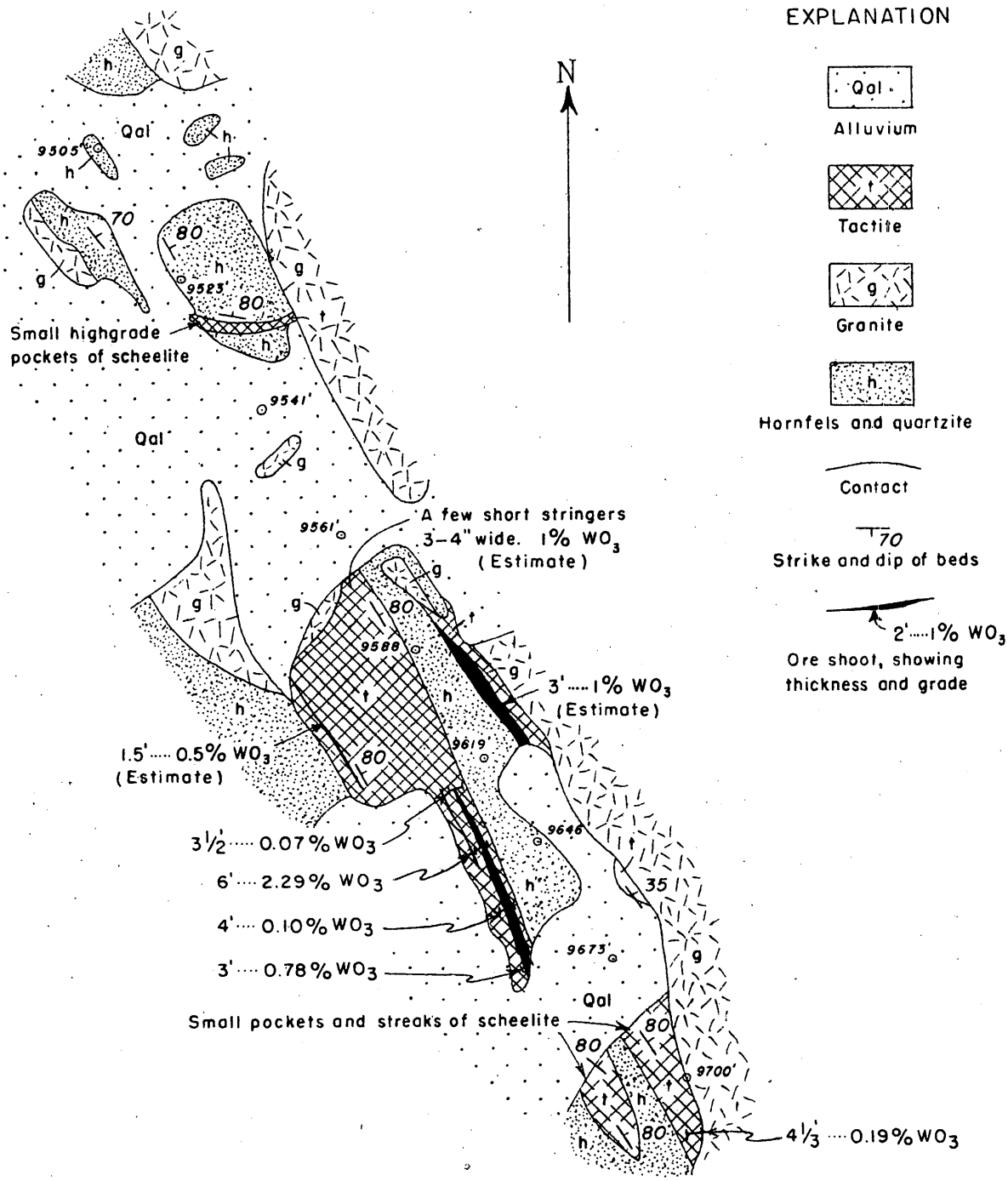
DMEA 3562
(TUNGSTEN)



Mapped with Brunton and tape
by K. B. Krauskopf and W. P. Irwin
June 15, 1951
Assays, July 1955

Figure 3. YOUNG NO. 1 TUNGSTEN DEPOSIT, FRESNO COUNTY, CALIFORNIA

0 50 100 150 Feet



Mapped with Brunton and tape
by K. B. Krauskopf and W. P. Irwin
June 15, 1951
Assays, July 1955

Figure 4. YOUNG NO. 2 TUNGSTEN. DEPOSIT, FRESNO COUNTY, CALIFORNIA

0 50 100 150 Feet

DOCKET
Surname:

Rutledge
Martin
Kettendorf

FEB 1 1955

Mr. Neil B. Steuer
3226 Hampton Way
Fresno, California

Re: Docket No. DMEA 3562 - Tungsten
Swamp Lake property (Young Group claims)
Fresno County, California

Dear Mr. Steuer:

Reference is made to your application for exploration assistance under the Defense Minerals Exploration Program and to the "Owner's Consent to Lien" requested in our letter of November 22, 1954.

In order to conform the above-mentioned forms to our latest requirement, it will be appreciated if you will make the following insertion under Article 4, "Changes and added provisions": In paragraph 2 the words "the period fixed in the contract or any amendment thereof has" are substituted for the words "ten years have."

Sincerely yours,

SIGNED

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

cc: Docket
Adm. Read. File
FT, Reg. 2 - San Francisco
Code 400
W. McInnis, USBM
T. Kiilsgaard, USGS

FARutledge/WSMartin/ls
2/1/55

R.C.K.

DOCKET
SURNAME
Ruthledge
Chapman
McFarlane
Newcomb
Hedges
Selfridge
Fehlman

NOV 22 1954

Mr. Emil B. Steuer
3226 Hampton Way
Fresno, California

Re: Docket No. DMEA 3562 - Tungsten
Sunup Lake property (Young Group
claims)
Fresno County, California

Dear Mr. Steuer:

The above-docketed application for exploration assistance for tungsten has been reviewed by the Loan and Purchase Division of the Defense Minerals Exploration Administration and referred to Mr. Spangler Ricker, Executive Officer, DMEA Field Team, Region III, 420 Custom House Building, 555 Battery Street, San Francisco, 11, California, for a field examination of the property.

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

Because the Owner's Consent to Lien submitted is on an obsolete form no longer in use, it would be appreciated if you would complete and return to us six copies of the enclosed revised form.

We are also enclosing the copy of your Option to Lease and Purchase Four Mining Claims, the Security Title Insurance Company report on title of claims, and the Cancellation Agreement and Quit-Claim, which you requested to be returned. The copy of your report on the Young Group claims will be returned by the Field Team as soon as it is no longer required.

Sincerely yours,

C. O. Mittendorf

Administrator

FARutledge:foc
11-17-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.
FT. REG. III
R. W. Geehan, USBM
Enclosure
Thor H. Kiilsgaard, USGS

RCh.

400

DOCKET SURNAME

Rutledge
Chapman
McGinnis
Selfridge
Johnson

NOV 22 1954

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

Re: Docket No. DMEA 3562 - Tungsten
Neil E. Stewart
Swamp Lake property (Young Group claims)
Fresno County, California

Dear Mr. Rieker:

The above-docketed application for exploration assistance is being referred to your office for a field examination of the property.

Enclosed is a copy of a report by the applicant on the "Tungsten Deposits of the Mud Lakes District, Fresno County, California." Please return this report to the applicant as requested, when it is no longer needed.

Ten copies of a relevant memorandum dated November 12, 1954, by E. L. Newcomb, Geological Survey are also enclosed for your information.

Sincerely yours,

George C. Selfridge by ESJ
Chairman, Operating Committee

ENCLOSURE

FARutledge:fec
11-16-54
cc to: Docket
Code 400
Adm. Reading File
Operating Comm.
FT. REG. III
R. W. Geehan, USBM
Thor H. Kiilsgaard, USGS

APPROVED:

J. H. Hedges by ESJ
Director, Bureau of Mines

E. L. Newcomb by ESJ
Director, Geological Survey

R.C.L.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
NOV 18 1954

Neil B. Steuer
3226 Hampton Way
Fresno, California
November 16, 1954

United States Department of the Interior
Defense Minerals Exploration Administration
Washington 25, D. C.

Subject: DMEA-3562

Attention: Robert E. Adams;

Dear Sir:

Thank you for your letter acknowledging my application dated Nov. 3, 1954 for exploration assistance under the defense production act of 1950.

Concerning my application assigned Docket Number DMEA-3562 and referred to the Iron and Ferro-Alloys Division; I would appreciate your advising me if there is any further information that I can send you concerning the application and if I will be offered an exploration project contract

Thank you for your consideration.

Yours respectfully
Neil B. Steuer
Neil B. Steuer

No answer required
JR.

11-17-54 Field Team referral prepared & he asked Steuer for new OCL forms.

Memorandum for files

Docket

Memo to Docket No. DMEA 3562
Neil B. Steurer
Swamp Lake deposits (Young Group claims)
Fresno County, California

The Young No. 1 and Young No. 2 deposits were the objective of a prior application, our Docket No. DMA 786, by the Kritzer Mining Company, to develop the Swamp Lake deposit and provide for milling facilities.

The deposit was seen in 1949 by W. O. Jenkins, who wrote a memorandum for Mr. Kritzer advising trenching, sampling, etc. Kritzer states that Neal Steurer, a graduate student at UCLA, mapped the deposits and wrote a geologic thesis in 1949. Steuer, now in Pueblo, informed Kritzer by wire in February that this report would be made available for a 15% interest in the property.

On May 29, 1951, the Young Group claims were leased to G. McGuire Pierce, who applied for exploration assistance under DMA 1559X on this and other property.

The DMA was requested by Mr. Kritzer's letter of May 29, 1951, to transfer the application under DMA 786 to that requested by G. McGuire Pierce under DMA 1559X.

By letter dated June 25, 1951, Mr. Pierce withdrew all claims except the Mud Lake No. 7 by filing an amended application for exploration assistance. This claim was the objective of an exploration contract, No. Idm-E68, which upon completion was certified as a discovery or development on March 26, 1952.

UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMA 786
1559X

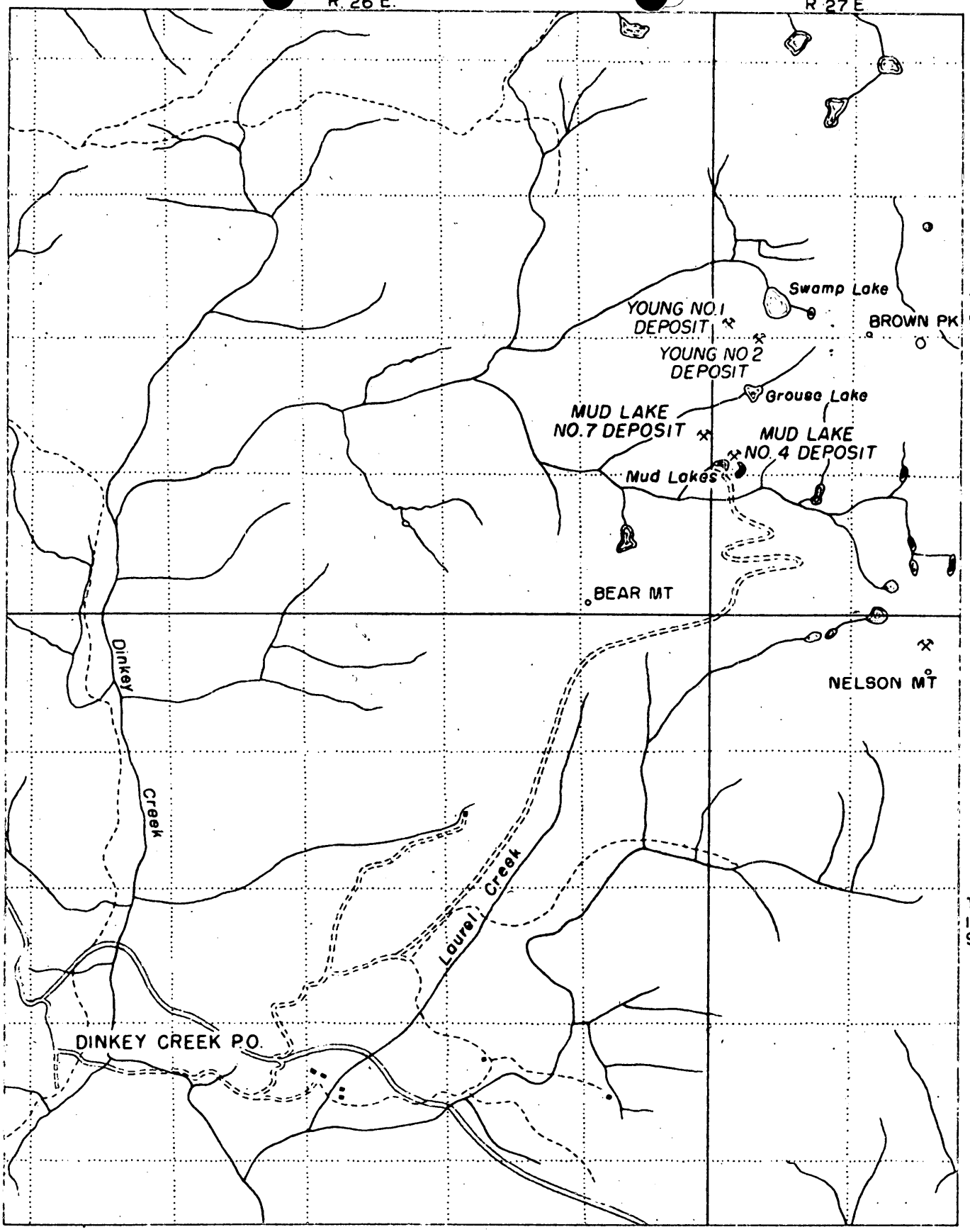


Plate No I INDEX MAP SHOWING LOCATION OF TUNGSTEN DEPOSITS NEAR SWAMP LAKE AND MUD LAKES, FRESNO COUNTY, CALIFORNIA

0 ½ 1 2 Miles

Docket

IN REPLY REFER TO:

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

Defense Minerals Administration
RECEIVED

November 12, 1954

Re: DMEA-3562
Neil B. Steuer
(Young Claims)
Mud Lakes District
Fresno Co., Calif.
$40,950 - Tungsten

Memorandum

To: W. S. Martin, Defense Minerals Exploration Administration

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

Subject: Review of application

The applicant's proposal involves diamond drilling a total of 1500-2500 feet to explore tactite zones formed along roof pendants of metasedimentary rocks in a granite intrusion.

The Young No. 1 and No. 2 claims were examined in 1951 by the Field Team in connection with docket DMA-786 (1559-X). The merit of the Young No. 1 claim was summed up in the following paragraph from the field examiners' report:

"The only occurrence of scheelite-bearing tactite of economic width and grade is in the southernmost cut. There the crest of the roll appears to constitute an ore control, and it is probable that a few tons of high-grade ore might be produced by mining down the plunge of the roll. The major part of the Young No. 1 tactite body appears devoid of scheelite, and the likelihood of developing an appreciable tonnage of ore is poor."

The following material was excerpted from the field report on the Young No. 2 claim:

"Tactite is exposed for a length of 310 feet. It has a maximum thickness of 55 feet, but the average thickness is considerably less.

"Several zones of scheelite-bearing tactite are present, which parallel the general attitude of the deposit. They range from a few inches to 3 feet in thickness, and have a total length of 170 feet. The average grade appears to be less than 1.0% WO_3.

"The Young No. 2 deposit contains possibly as much as 2,000 tons of inferred ore with a grade of 0.5 to 1.0% WO_3. Mining costs would be high, because the ore shoots are narrow and widely spaced. It is doubtful that an exploration program would disclose a large tonnage of ore."

At the time of the field examination, the Young No. 1 and No. 2 , the Mud Lake No. 4 and No. 7, and Mt. Nelson (Lone Wolf) deposits were under consideration for DMEA assistance. The Mud Lake No. 7 was the only deposit recommended for exploration by the Field Team. Indicated reserves were estimated to be 50,000 tons of 0.5% WO_3 on the Mud Lake No. 7 claim.

On a comparative basis there was no question that the Mud Lake No. 7 was the best exploration bet. In fact, as a result of DMEA work, this property was certified as a discovery and is paying off the Government's lien on the property.

Although the Young claims are not as promising as the Mud Lake No. 7, a limited amount of exploration work could result in a discovery of a few thousand tons of minable ore.

Apparently the Young No. 3 and No. 4 do not have very much favorable evidence because of extensive talus cover. From all the available data, it would appear that the Young No. 2 has the best chance for successful exploration. Any further exploration probably should be concentrated on this claim.

I believe a field referral should be made. The Young No. 3 and No. 4 claims have not been examined and may have a bearing on the merits of the proposed exploration. A small project of drilling, and perhaps some test pitting or trenching, may be justified if the work is commensurate to the size of the target and its possible ore reserves.

E. L. Newcomb

E. L. Newcomb

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

November 8, 1954
Subject: DMEA-3562
Re: Exploration Assistance
Swamp Lake or Young
Group Claims

Mr. Neil B. Steuer
3226 Hampton Way
Fresno, California

Dear Sir:

The receipt of your application dated November 3, 1954 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3562 and referred to the Iron and Ferro-Alloys Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

60932

November 3, 1954

DEPARTMENT OF THE INTERIOR
Defense Minerals
REC'D
NOV 5 - 1954

United States Department of the Interior
Defense Minerals Exploration Administration
Washington 25, D. C.

Gentlemen:

Herewith is my application for aid in an exploration project, pursuant to DMEA order 1.

As additional information I am enclosing a geological report of the district and the property in particular. This report was completed in 1950 under the direction of the Geology Department at U.C.L.A. In addition I have recently completed more geological work at the property and have included this additional work in the report following page 18. The names Swamp Lake Claims and Young Group Claims are synonomous and should not be confused to mean different properties.

It is my understanding that an application for an exploration project on this property has been filed previously and rejected. I do not know what the reasons for the rejection were, however, I have reason to believe that it may have been for lack of information and inexperience of the operator and possibly inaccessibility.

I am offering my report as additional information. A road has been completed to within one mile of the property and it is now a relatively simple matter to complete the road to the property. I believe that my training and experience as a geologist and my experience as a mining engineer will qualify me as an operator.

Inasmuch as it is getting quite late in the season I would be very grateful if you would give this application you immediate consideration so that a Government inspection team can look at the property before the weather becomes too inclement. This will probably be within the next four weeks. I understand that a govt. team has looked at the property in the past, however, considerable ore has been uncovered this year in doing the assesment work. (see enclosed photographs) I will be very happy to accompany a team to the property if necessary. It may be that your previous inspection and my additional information will furnish you with the data that you need.

It is my idea, if the exploration project warrants, to develop the property on a relatively moderate scale. I have designed a 25 ton portable concentrating plant and thus by stockpiling about 1/2 the ore at a lower elevation it will be possible to mill ore the year round. I have discussed the feasibility of such a semi-portable plant with several millwrights and machinery companys and they have all agreed that such a plant can be built at low cost and easily moved to a lower elevation when inclement weather at the higher altitudes prohibits operation.

Enclosed is the geological report, owners consent to lien, a copy of my option to lease and purchase the claims, and a copy of the title search.

Thank you for your consideration,

Yours respectfully

Neil B. Steuer

Neil B. Steuer
3226 Hampton Way
Fresno, California
Phone 71743

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED

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. 3562
Metal or Mineral TUNGSTEN
Date Received
Estimated Cost $40,950
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: Neil B. Steuer
3226 Hampton Way, Fresno, 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 Young Group Claims 1,2,3,&4 T.9S. R.27E. in portions of sections 19 and 30 (Ninteen & Thirty)

(*b*) State any mine name by which the property is known. Swamp Lake or Young Group Claims

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise lesee with option to purchase

(*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. Young Group #1-Volume 1939 page 155; Young #2, Vol.1938 page 182 Young Group #3 Volume 1939, page 156; Young Group#4, Vol 1939 page 155

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 .....

(*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 120 days and be completed within 6 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)? Yes

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

☒ Money ☐ 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 Nov 3, 1954

Kirl B. Stover
(Applicant)

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

Application For aid in an Exploration Project, pursuant to DMEA order 1, under the defense production act of 1950, as amended.

4. Physical description. (see also enclosure "Tungsten Deposits of the Mud Lakes District, Fresno County, California") Exploration presently consists of numerous prospect pits up to 20 feet in dept h. On Young Group Claims #1&2 an estimated 38,000 tons of 1% ore is exposed at the surface.

The property is easily accessible on foot or horseback from the end of a road one mile to the south at Mud lakes. All prospect pits and surface exposures are accessible for examination.

b. No current or past production. Ore reserves estimated at 38,000 tons containing about 1% scheelite. reserves estimated from surface exposures and prospect pits.

c. (see enclosed report) Tungsten ore occurs here in tactite bodies formed by the metamorphism of limestone. My reasons for wishing to explore are to determine the amount and grade of ore that may be present in addition to that now exposed on the surface and to determine the most economocal size of plant to install for the production (concentration) of scheelite from the ore.

d. An access road about one or two miles in length will be required. The property is about 70 miles from Fresno the closest shipping and supply point. A temporary residence camp would be constructed at the property.

e. Manpower, materials, supplies, equipment, and water are readily available. Power would be furnished by portable units.

5. Proposed work would include 1500 to 2500 feet of coring to determine depth of ore bodies. (see enclosed report and maps) In addition the work would require the construction of an access road no longer than two miles.

d. Background of applicant includes degree in geology from U.C.L.A. Experience as a mining engineer with Anaconda Copper Mining Company at Butte, Montana. Applicant as an employee of the Shell Oil Co. has supervised core drilling projects to determine subsurface lithology and strunctural conditions. Applicant will supervise the operations.

6. a. Core drilling will be contracted. Maximum of 2500 feet at $8.00/foot cost $20,400 maximum
Road construction will be contracted at $100.00/day maximum cost $5000.00
b. Labor will be under direction of contractors, supervision will be done by applicant. Wages and salaries will be included in cost of contract. Geological consulting if necessary $1,000 Max. @ $100/day
c. Materials and supplies furnished by contractor, except board to be furnished by applicant at $3.00/day per man Cost Max. $2000.00 Cooks Salary will be paid by applicant at $400.00/month. Cost Max. $2400.00 Power will be furnished by applicant for purposes of lighting. Generating plant rental $400.00/month. Cost Max$2400.00
d. Operating materials and supplies furnished by contactors.
e. Rehabilitation and repairs: None
f. New buildings: Five buildings for housing @ $500.00 each total $2500

f. (continued) One mess hall @ $750.00 Total for new buildings improvements, installations $3250.00

g. Cost of all miscellaneous items except accounting will be furnished by contractors under conditions of contract. Accounting will be done by applicant at no cost.

h. General overhead estimated at about $2000.00 maximum.

7. I propose to furnish my share of the cost with money to be advanced to me pending approval of this application. by a second party

Neil B. Steiner

Neil B. Steiner

MF-203

OWNER'S CONSENT TO LIEN

RECEIVED

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of California, County of Fresno, described as

~~XXXXXXXX~~ the Young Group of Mining Claims, Young #1, Young #2, Young #3, and Young #4, located in the South Half of Section 19 and the North Half of Section 30, T-9-S, R-27-E, near Swamp Lake, Fresno County Mining District, Dinkey Creek.

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/ Neil B. Steuer
~~507 E. Holden Lane~~ 3226 Hampton Way
~~Midland, Texas~~ Fresno, California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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 which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the lessor's interest as owner and holder of mining claims filed and maintained upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 28,837.50, or ten years have elapsed from the date of the contract.

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.

Dated this 19 day of June, 1954.

Frank H. Harrington [Seal]

_____ [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. Annex on Back of Page

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

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

4/ Insert the maximum amount of the Government's contribution. 28,837.50

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a 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 required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon 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, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

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

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent 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) per cent 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) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(b) 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, 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.

(c) 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.

(d) 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.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

Legal Description at top of ~~Page~~ Owners Consent to lien:
Recorded in Vol 1939 Page 155
Vol 1938 Page 182
Vol 1939 Page 156
Vol 1939 Page 155
Fresno County

MF-203

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 Fresno, described as

~~XXXXXXXXXX~~ the Young Group of Mining Claims, Young #1, Young #2, Young #3, and Young #4, located in the South Half of Section 19 and the North Half of Section 30, T-9-S, R-27-E, near Swamp Lake, Fresno County Mining District, Dinkey Creek.

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/ Neil B. Steuer
~~507 E. Maiden Lane~~ 3226 Hampton Way
~~Midland, Texas~~ Fresno, California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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 which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien, the lessors interest as owner and holder of mining claims filed and maintained upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$28,837.50, or ten years have elapsed from the date of the contract.

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.

Dated this 19 day of June, 1964.

Frank H. Harrington [Seal]

_____ [Seal]

_____ [Seal]

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

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

4/ Insert the maximum amount of the Government's contribution. $28,837.50

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a 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 required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon 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, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

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(c) 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.

(d) 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.

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MF-203

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 **Fresno**, described as

~~xxxxxxxx~~ **the Young Group of Mining Claims, Young #1, Young #2, Young #3, and Young #4, located in the South Half of Section 19 and the North Half of Section 30, T-9-S, R-27-E, near Swamp Lake, Fresno County Mining District, Dinkey Creek.**

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/ **Neil B. Steuer**
~~507 E. Maiden Lane~~ 3226 Hampton Way
~~Midland, Texas~~ Fresno, California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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 which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the lessors interest as owner and holder of mining claims filed and maintained upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 28,837.50, or ten years have elapsed from the date of the contract.

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.

Dated this 19 day of June, 1964.

Frank H. Harrington [Seal]

_____ [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. Annex on Back of Page

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

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

4/ Insert the maximum amount of the Government's contribution. $28,837.50

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a 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 required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon 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, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

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

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent 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) per cent 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) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(b) 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, 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.

(c) 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.

(d) 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.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

Legal Description at Top of Page Owners Consent to lien Recorded in Vol 1939 Page 155
" 1938 " 182
" 1939 " 156
" 1939 " 155
Fresno County

MF-203

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 Fresno, described as

~~follows:~~ 1/ the Young Group of Mining Claims, Young #1, Young #2, Young #3, and Young #4, located in the South Half of Section 19 and the North Half of Section 30, T-9-S, R-27-E, near Swamp Lake, Fresno County Mining District, Dinkey Creek.

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/ Neil B. Steuer

~~507 E. Maiden Lane~~ 3226 Hampton Way

~~Midland, Texas~~ Fresno, California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

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 which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 28,837.50, or ten years have elapsed from the date of the contract.

The lessors interest as owner and holder of mining claims of land and improvements upon

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.

Dated this 19 day of June, 195 4.

Frank R. Harrington [Seal]

[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. Annex on Back of Page

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

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

4/ Insert the maximum amount of the Government's contribution. $28,837.50

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a 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 required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon 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, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

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

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent 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) per cent 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) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

(b) 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, 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.

(c) 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.

(d) 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.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

Legal Description at top of Page Owners Consent to lien
Recorded in Vol 1939 Page 155
" 1938 " 182
" 1939 " 156
" 1939 " 155

Please Return to Neil B. Steuer

NOV 4-1980

OPTION TO LEASE AND PURCHASE FOUR MINING CLAIMS

For and in consideration of the sum of $2,000.00, to be paid by NEIL B. STEUER, of 507 East Maiden Lane, Midland, Texas, to FRANK W. HARRINGTON, of 3841 West Slauson Avenue, Los Angeles, California, concurrently with the execution of this Option Agreement, Frank W. Harrington does hereby give to Neil B. Steuer the sole right and option to explore, lease and purchase the four mining claims hereinafter described upon the terms and conditions herein set forth.

1. This option shall not be effective unless and until Neil B. Steuer shall have paid $2,000.00 to Frank W. harrington for the execution of this option and returned an accepted copy Leasy & Harrington.

2. The four mining claims which are the subject matter of this option to explore, lease and purchase are known and described as follows:

> Young Group Mining Claims, Young #1, Young #2, Young #3 and Young #4, located at Swamp Lake, in Township 9 South, Range 27 East, in the Fresno County Mining District, Dinkey Creek, California.

The said mining claims have been duly recorded in the office of the County Recorder of the County of Fresno, State of California.

3. Neil B. Steuer, the optionee, shall have the right to do exploratory work upon the said four mining claims for the purpose of development of ore thereon, but shall not extract, mine, mill or sell ore during the exploratory work period, which shall be as follows: exploratory work shall be for a period of one year from the date of the execution of this option. In the event that the said exploratory work has not been completed within the said period of one year from the date of the execution of this option, or in the event that the said optionee elects to do exploratory work for a period of another year, then the said Neil

B. Steuer, upon his election to do exploratory work for an additional year, shall pay to Frank W. Harrington on or before one year from the date of this agreement an additional sum of $2,000.00, or, in lieu thereof, shall pay to Frank W. Harrington the sum of $200.00 per month on the 15th day of each and every month, commencing with the 15th day of June, 1955, until he shall have made twelve such monthly payments.

4. Neil B. Steuer shall have the option to purchase the foregoing four mining claims within a period of one year from the date of the execution of this option for the sum of $25,000.00, and shall receive a credit against said sum of $25,000.00 in the amount of $2,000.00 paid upon the execution of this option. In the event the said Neil B. Steuer does not elect to exercise the option to purchase the said four claims within a period of one year from the execution of this option for the said sum of $25,000.00, then the right to purchase the said four claims for said sum of $25,000.00 shall be null and void and of no further force and effect. In the event that Neil B. Steuer elects to purchase the said four claims during the said first year, the said sum of $25,000.00 shall be paid on or before the end of one year from the date of this option agreement.

5. In the event that Neil B. Steuer does not exercise the option to purchase and pay for the aforesaid mining claims within one year from date hereof, as hereinabove provided, and the said Neil B. Steuer does elect to start mining operations after the one year period, the optionor, Frank W. Harrington, will give to the said Neil B. Steuer, upon the latter's election, a lease on said mining claims, together with an option to purchase the aforesaid four claims. The lease shall be drawn on the standard form mining lease, Wolcott's Form No. 997, a copy of which is attached hereto. The option purchase price under the terms of the said lease shall be the sum of $100,000.00, payable as follows: there shall be credited against the said sum of

$100,000.00 the gross total of all rentals paid under the terms and conditions of the said lease by the lessee therein to the optionor herein; the said rentals shall be payable as follows: Five percent of the monthly gross receipts of each month of the term of said lease, or a minimum of $250.00 per month, whichever sum shall be the greater, until the lessee therein shall have sold an aggregate total of $75,000.00 of ore from the mining operations upon the said four leases; thereafter the lessee therein shall pay to Frank W. Harrington, lessor thereof, ten percent of the monthly gross receipts of each month of the term of said lease, or a minimum of $500.00 per month, whichever amount shall be the greater; all of the said payments to continue until the full sum of $100,000.00 shall have been paid to Frank W. Harrington under said lease, whereupon Frank W. Harrington will give an assignment of the aforesaid four claims to the lessee therein. The said payments under said lease shall be made on the 10th day of each month, calculated on the gross receipts of the preceding month, or the minimum monthly payment, whichever is the greater amount.

6. In the event that the optionee herein does elect to commence mining operations upon the said four claims after the first year but before two years from the date hereof, then and in that event the payments under the lease shall supersede the payments provided for under the option to do exploratory work, and the terms and conditions of payment under exploratory work shall be of no further force and effect, and the payments to be made to Frank W. Harrington shall be made as provided under the terms and conditions of the said lease.

7. This option agreement shall be executed and accepted by the optionee on or before the 25th day of June, 1954, and the payment of $2,000.00 called for herein shall be paid to Frank W. Harrington on or before the 25th day of June, 1954.

8. The option agreement shall cease and terminate upon the failure of the optionee to make any of the payments called

for hereinabove on the dates provided for payment of the same.

9. In the event that Frank W. Harrington, the optionor, shall waive any default or failure to pay as hereinabove provided, such waiver shall not be deemed to be a waiver of any subsequent defaults of a similar character or nature.

10. Upon demand and at the request of Frank W. Harrington, the optionee shall pay to optionor all the costs of mineral survey, title policy and any other costs relating to Frank W. Harrington obtaining a patent upon said four claims.

11. All payments shall be made to Frank W. Harrington at 3841 West Blauson Avenue, Los Angeles, California.

Dated: June 11, 1954.

Frank W. Harrington

Frank W. Harrington, Optionor

ACCEPTED:

Neil B. Steuer

Neil B. Steuer, Optionee.

Mine Lease

THIS INDENTURE, Made the _____ day of _____, 19__

BETWEEN FRANK W. HARRINGTON

Lessor

AND NEIL B. STEUER

Lessee

WITNESSETH: That the said Lessor, for and in consideration of _____ the rents, royalties, covenants and agreements hereinafter reserved and by the said Lessee to be paid, kept and performed, that said Lessor has granted, demised and let, and by these presents do grant, demise and let, unto the said Lessee, all the following described mine and mining property, situated in _____ Fresno County Dinkey Creek _____ Mining District, County of Fresno of California, to-wit:

Young Group Mining Claims, Young #1, Young #2, Young #3, and Young #4, located at Swamp Lake in Township 9 South, Range 27 East

TOGETHER with the appurtenances

TO HAVE AND TO HOLD unto the said Lessee for the term _____ so long as payments as hereinafter set forth shall be made to lessor from date hereof, unless sooner forfeited or determined through the violation of any covenant hereinafter against the said tenant _____ reserved.

AND IN CONSIDERATION of the said demise, the said Lessee do covenant and agree with said Lessor as follows:

To pay said Lessor ~~the further sum of~~

~~Dollars~~

on the ~~first~~ 10th day of each month during the life of this lease the amount of five percent of the monthly gross receipts of the preceding month or $250.00, whichever sum shall be the greater, until the lessee shall have sold an aggregate total of $75,000.00 of ore from the demised mining claims, and thereafter the amount of ten percent of the monthly gross receipts of the preceding month of $500.00, whichever shall be the greater amount, until the aggregate total of the said payments made to Lessor shall equal $100,000.00, whereupon the lessor shall transfer and assign all of his right, title and interest in and to the said four mining claims without any further payments and this lease shall cease and terminate.

To deliver to said Lessor, his agents or assigns, each and every month during the life of this lease, a full report of all ore, or products and bullion extracted from said premises.

To enter upon said mine or premises and work the same, mine fashion, in manner necessary to good and economical mining, so as to take out the greatest amount of ore possible, with due regard to the safety, development and preservation of the said premises as a workable mine.

To enter and mine said premises as aforesaid steadily and continuously from the date of this Lease and that any failure to work said premises with at least _____ persons employed under ground for the space of _____ consecutive days may be considered a violation of this covenant. To well and sufficiently timber said mine at all points where proper, in accordance with good mining and to repair all old timbering wherever it may become necessary.

To allow said Lessor and his agent to enter upon and into all parts of said mine for the purpose of inspection, with use of all passages, ropes windlass, ladder-ways, and all other means of ingress and egress for such purpose.

To not assign this Lease, or any interest thereunder, and to not sublet the said premises, or any part thereof, without the written assent of said Lessor, and to not allow any person or persons except the said Lessee and his workmen to take or hold possession of said premises or any part thereof under any pretense whatever.

To occupy and hold all cross or parallel lodes, dips, spurs, feeders, crevices or mineral deposits of any kind, which may be discovered in working under this Lease, or in any tunnel run to intersect said _____ lode, or by said Lessee or any person or persons under him in any manner at any point within _____ feet of the center line of said lode, as property of said Lessor; with privilege to said Lessee of working the same, as an appurtenance of said demised premises, during the term of this Lease; and to not locate or record the same, or allow the same to be located or recorded, except in the name of the said Lessor.

To keep at all times the drifts, shafts, tunnels, and other passages and workings of said demised premises thoroughly drained and clear of loose rock and rubbish of all kinds.

To deliver up to said Lessor the said premises, with the appurtenances and all improvements _____ in good order and condition, with all shafts and tunnels and other passages thoroughly clear of rubbish and drained, and the mine in all points ready for immediate continued working (accidents not arising from negligence alone excusing), without demand or further notice, ~~or within~~ _____ days of _____, ~~[illegible]~~ at any time ~~[illegible]~~, upon demand for forfeiture.

And finally, upon the violation by said Lessee, or by any other person under him of any covenant or covenants hereinbefore reserved, the term of this Lease shall, at the option of said Lessor, expire, and the same and said premises with the appurtenances shall become forfeit to said Lessor, and said Lessor or his agent may thereupon, after demand of possession in writing, enter upon said premises and dispossess all persons occupying the same, with or without force, and with or without process or law, or at the option of said Lessor, the said tenant and all persons found in occupancy may be proceeded against as trespassers from the beginning of said term, both as to realty and the ore served therefrom, or as guilty of unlawful detainer.

Each and every clause and covenant of This Indenture shall extend to the heirs, executors and administrators of all parties hereto; and to the assigns of said Lessor, and as said Lessor may elect, to the assigns of said Lessee.

In Witness Whereof, the said parties hereto, the Lessor, and the Lessee, have hereunto set their hands and seals this _____ day of _____, 19____.

_____

_____

_____

SECURITY TITLE INSURANCE COMPANY

1927 MARIPOSA STREET, FRESNO, CALIFORNIA
P.O. BOX 1589
TELEPHONE 6-9461

EL CENTRO
FRESNO
HANFORD
MADERA
MERCED
MODESTO
RIVERSIDE
SAN BERNARDINO
SAN DIEGO
SAN LUIS OBISPO
SANTA ANA
SANTA BARBARA
STOCKTON
VISALIA

EDWARD A. MILLER, JR.
VICE PRES. & MANAGER

Max Tendler, Attorney at Law
229 No. Broadway
Los Angeles, California

Our Order No. 187960

Dear Sir:

We have made an examination of the Fresno County Recorder's Indices covering the following:

Young Group Mining Claim #1
Young Group Mining Claim #2
Young Group Mining Claim #3
Young Group Mining Claim #4

situated in the Dinkey Creek Mining District, and from such examination find the following:

1. A notice by Ed Young and J. B. Marsh of location of Young Group Mining Claim #1 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diable Base and Meridian, recorded August 5, 1941, Document No. 26189.

2. A notice by Ed Young and J. B. Marsh of location of Young Group Mining Claim #2 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diable Base and Meridian, recorded August 5, 1941, Document No. 26187.

3. A notice by Ed Young and J. B. Marsh of location of Young Group Mining Claim #3 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diable Base and Meridian, recorded August 5, 1941, Document No. 26190.

4. A notice by Ed Young and J. B. Marsh of location of Young Group Mining Claim #4 on July 28, 1941, situated in Kings River Area Mining District, Township 9 South, Range 27 East, Mount Diable Base and Meridian, recorded August 5, 1941, Document No. 26188.

5. Proof of labor upon Young Group #1 in the amount of $360.00 between July 28, 1941 and October 1, 1942, at the expense of Ed Young and J. B. Marsh, recorded October 23, 1942, Document No. 35286.

6. Notice to hold mining claim situated in the Dinkey Mining District, said claims being as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
executed by Ed Young and J. B. Marsh as owners, recorded June 29, 1943, Document No. 21984.

7. Notice to hold Nos. 1, 2, 3 and 4 of the Young Group Mining Claims situated in the Dinkey Creek Mining District, executed by J. B. Marsh and Ed Young, recorded June 11, 1946, Document No. 42785.

8. A notice by Joe S. Sadler of location of Young Group No. 1 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38998.

9. A notice by Joe S. Sadler of location of Young Group No. 2 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38997.

10. A notice by Joe S. Sadler of location of Young Group No. 3 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38996.

11. A notice by Joe S. Sadler of location of Young Group No. 4 on July 10, 1947, situated in the Dinkey Creek Mining District, recorded July 23, 1947, Document No. 38995.

12. By deed dated August 2, 1947, recorded August 11, 1947, Document No. 41944, J. B. Marsh quit claimed all his right, title and interest in and to all those certain mining claims as follows: Young Group Mining Claim, No. 1, 2, 3 and 4, located at Swamp Lake, in Township 9 South, Range 27 East, Mount Diablo Base and Meridian, in Fresno County Mining District at Dinkey Creek, California, to Joseph S. Sadler.

13. By deed dated September 26, 1947, recorded June 10, 1948, Document No. 28071, Ed Young quit claimed all his right, title and interest in and to all those certain mining claims as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records of Fresno County
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records.
Situated in the Kings River Area Mining District, to Joe Sadler.

14. By deed dated June 8, 1948, recorded June 10, 1948, Document No. 28072, Joe Sadler quitclaimed all his right, title and interest in and to all those certain mining claims as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records,
situate in the Kings River Area, to Frank W. Harrington.

15. Notice to hold mining claims situated in the Kings River Area Mining District, said claims being as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
executed by Frank W. Harrington, owner, dated June 29, 1948, recorded July 1, 1948, Document No. 31811.

16. Proof of labor upon Young Group Mining Claims Nos. 1, 2, 3 and 4, in the amount of $8000.00, between July 1, 1948 and July 1, 1949, at the expense of Joseph Sadler and Frank W. Harrington, owners, dated April 7, 1949, recorded April 8, 1949, Document No. 17537.

17. Notice to hold mining claims situated in the Kings River Area Mining District, said claims being as follows: Young Group #1; Young Group #2; Young Group #3; Young Group #4; executed by Frank W. Harrington, owner, dated June 27, 1949, recorded June 28, 1949, Document No. 31469.

18. Notice to hold mining claims situated in the Kings River Area, Mining District, said claims being as follows: Young Group #1; Young Group #2; Young Group #3; Young Group #4; executed by Frank W. Harrington, owner, dated July 29, 1949, recorded August 1, 1949, Document No. 36555.

19. Proof of labor upon the following:
Young Group #1 - recorded in Volume 1939 of Fresno County Official Records, Page 155
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records,
in the amount of $400.00 or more, between October 10, 1949 and June 30, 1950, at the expense of Frank W. Harrington, owner, dated June 28, 1950, recorded June 29, 1950, in Book 2886 Page 262 of Official Records, Document No. 35700.

20. Proof of labor upon Young Group #1 and Young Group #2 situated in Kings River Mining District, in the amount of $200.00 between September 27, 1950 and October 1, 1950, at the expense of Frank W. Harrington, owner, dated...Recorded October 6, 1950, in Book 2910 Page 235 of Official Records, Document No. 54005.

21. By instrument dated May 29, 1951, recorded May 31, 1951, in Book 3084 Page 234 of Official Records, Document No. 31727, Frank W. Harrington and Martin E. Kritzer, leased to G. McGuire Pierce all those certain mining claims located in the Dinkey Creek Mining District, in the Kings River Area described as:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
for a term of 10 years commencing with date hereof and an option for an additional 10 years thereafter.

22. Proof of labor upon Young No. 1 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 341 of Official Records, Document No. 41976.

23. Proof of labor upon Young No. 2 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 341 of Official Records, Document No. 41977.

24. Proof of labor upon Young No. 3 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 342 of Official Records, Document No. 41978.

25. Proof of labor upon Young No. 4 in the amount of $100.00 between July 1, 1950 and June 30, 1951, at the expense of Frank Harrington, owner, dated July 31, 1951, recorded July 31, 1951, in Book 3048 Page 342 of Official Records, Document No. 41979.

26. Proof of labor upon Young Group #1; Young Group #2; Young Group #3; Young Group #4 in the amount of $400.00 or more, between August 1, 1951 and September 15, 1951, at the expense of Frank W. Harrington, owner, dated June 26, 1952, recorded June 27, 1952, in Book 3188 Page 163 of Official Records, Document No. 33700.

27. Proof of labor upon Young Group #1, Young Group #2, Young Group #3 and Young Group #4 mining claims situate in the Dinkey Creek Mining District between July 1, 1951 and June 30, 1952, at the expense of Frank W. Harrington, owner, dated July 25, 1952, recorded July 28, 1952, in Book 3192 Page 299 of Official Records, Document No. 38542.

28. An agreement dated May 29, 1951, recorded September 24, 1952, in Book 3213 Page 542 of Official Records, Document No. 49893, executed by and between G. McGuire Pierce and Frank W. Harrington and Martin E. Kritzer, wherein it was agreed to pool their mining interests and that mining claims shall be worked and operated by Pierce for mutual benefits of said parties, wherein it was further agreed (1) that any and all mining claims and/or locations in the said Dinkey Creek Area which the parties now have, or which they or any of them may during the term hereof acquire by purchase, lease, or other wise; and specifically including the mining claims in said area designated as "Young Group 1, Young Group 2, Young Group 3, and Young Group 4", the lease of which has, contemporaneously with the execution hereof, been executed from Harrington and Kritzer to Pierce, shall be worked and operated on the terms and conditions hereinafter set forth. (2) That Pierce shall do all annual assessment work which may be required under Federal mining laws and the laws of the State of California, and shall carry on, manage, and superintend, and shall be in full charge of exploration, development and operations on all such claims; shall do all work thereon in good and miner like manner, mining all profitable ores and concentrates; etc. It is agreed and acknowledged by the parties that said mill, and milling equipment, are being purchased by Harrington and Kritzer under the terms of a conditional sales contract on which there is a balance due of $1250.00; and Pierce agrees to make payments on said contract out of working capital and/or proceeds of operation as the said payments shall become due.
Pierce agrees to furnish the Bulldozer owned by him described as TD 18 Tractor with Bucyrus Erie Angle Dozer, with double drum PSU; and in addition thereto furnish the sum of $5000.00 as initial working capital for said operations. Pierce further agrees to make application in his own name for government loans for exploration and for development and operation of said mining claims. It is specifically agreed that this agreement is not intended to be and shall not be construed as constituting a partnership agreement. It is further agreed that none of the parties hereto shall assign sell, convey or encumber any interest or right which he has now or to which he may become intitled under the terms hereof without the consent in writing of the other parties first obtained.

29. By instrument dated May 29, 1951, recorded September 24, 1952, in Book 3213 Page 548 of Official Records, Document No. 49894, Frank W. Harrington and Martin E. Kritzer, leased to G. McGuire Pierce all those certain mining claims located in the Dinkey Creek Mining District, in the Kings River Area, County of Fresno, described as follows:
Young Group #1 - recorded in Volume 1939 Page 155 of Official Records
Young Group #2 - recorded in Volume 1938 Page 182 of Official Records
Young Group #3 - recorded in Volume 1939 Page 156 of Official Records
Young Group #4 - recorded in Volume 1939 Page 155 of Official Records
for a term of 10 years commencing with the date hereof and an option for an additional 10 years thereafter.

30. A declaration of trust dated July 19, 1952, recorded September 24, 1952, in Book 3213 Page 552 of Official Records, Document No. 49895, executed by Martin E. Kritzer, as Trustee, which recites as follows, to wit: That Martin E. Kritzer of the City of Los Angeles, County of Los Angeles, State of California, hereinafter designated as "Truster", has conveyed, transferred, assigned, and/or delivered to the Trustee by appropriate instruments duly executed and absolute in form, all that certain real and or personal property described in "Exhibit A" attached hereto and made a part hereof, which said property, together with any other property which the Truster may hereinafter transfer or cause to be transferred to the Trustee, is designated in this Declaration of Trust as the "Trust Estate"; That the Trustee accepts such title to the Trust Estate as is conveyed to him hereunder, without liability or responsibility for the condition or validity of such title, and the same has been or will be transferred to the Trustee, and hereby declares that he holds and will hold said Trust Estate in TRUST, WITH POWER OF SALE, for the purpose of holding, managing, controlling, and disposing of the same and all income and other proceeds derived therefrom in the manner and for the uses and purposes and upon the terms, trusts, and conditions herein provided, namely:
First: The Trustee holds all the property, together with its rents, issues and profits, in trust upon the terms and conditions and for the uses and purposes hereinafter set forth, and any amendments that may hereafter be made hereto. This Trust shall in no event continue beyond the period of 25 years from and after the execution thereof. This trust is made for the use and benefit of the hereinafter named beneficiaries and such other persons now living as may hereafter be added as beneficial to and become a part of said Trust, to wit:

Martin E. Kritzer	Truster	Sylvan Y. Allen	Atty and Crediter
Claude Kritzer	Brother of Truster	Joe Costelle	Friend and Creditor
Nena Kritzpauir	Mother of Truster		
Doris Ross	Daughter of Truster		
Carol Wilson	Daughter of Truster		

A corporation now in process of formation and its name will be submitted by the Truster.
Second: That during the existence of this Trust, the Trustee shall use the net income derived from said Trust Estate as follows:
a. To Sylvan Y. Allen, Attorney and Crediter, 5% of the net income and earnings from said Trust Estate;
b. To Joe Costelle, friend and crediter, 2-1/2% of the net income and earnings from the said Trust Estate;

(Encumbrance No. 30 Continued)
c. For the support, maintenance, use, and benefit of the persons hereinafter named in such sums and amounts payable at such times as said Trustee in his sole and absolute discretion, may determine, but not exceeding the amount set forth herein:
1. To Claude Kritzer, brother of Truster, 10%;
2. To Mona Hoffpauir, mother of Truster, 17-1/2%;
3. To Doris Rees, daughter of Truster, 5%;
4. To Carol Wilson, daughter of Truster, 5%;
5. To a Corporation now in process of formation and its name will be submitted by the Truster;
6. To Martin E. Kritzer, Truster, all the remaining corpus of said Trust not otherwise specifically disposed of.
Reference is made to the record for full particulars.

31. An agreement dated June 25, 1953, recorded June 26, 1953, in Book 3323 Page 412 of Official Records, Document No. 36278, executed by and between Frank Harrington, Martin Kritzer and G. McGuire Pierce witnesseth: Whereas on the 29th day of May, 1951, the parties hereto entered into a pooling agreement relating to certain mining claims to be operated by G. McGuire Pierce, and Whereas, Frank Harrington, concurrently therewith leased to G. McGuire Pierce four certain mining claims described as:
Young Group #1, recorded in Volume 1939 Page 155 of Official Records
Young Group #2, recorded in Volume 1938 Page 182 of Official Records
Young Group #3, recorded in Volume 1939 Page 156 of Official Records
Young Group #4, recorded in Volume 1939 Page 155 of Official Records
Whereas, Martin Kritzer, concurrently therewith leased to G. McGuire Pierce certain millsites, and Whereas, concurrently therewith Martin Kritzer and/or Frank Harrington relinquished to G. McGuire Pierce certain permits which they or either of them had from the United States Forest Service in relation to a certain access road, which was directly connected with and leading to these claims which were the subject matter of the said pooling agreement, and Frank Harrington and/or Martin Kritzer had paid for costs in putting in said access road, and Whereas, the said pooling agreement provided for certain participating interest of the parties hereto in certain machinery and equipment, Now, therefore, it is mutually agreed by and between the parties hereto as follows:
1. That the said pooling agreement of May 29, 1951 is hereby mutally cancelled and the parties hereto do hereby release each other from all claims that may arise out of the said pooling agreement.
2. Frank Harrington and Martin Kritzer do hereby quitclaim to G. McGuire Pierce all of their right, title and interest which they may have or could assert under the aforesaid pooling agreement in and to all the machinery and equipment which is part of the submatter thereof, except that one certain F. W. D. dump truck.
3. G. McGuire Pierce does hereby quitclaim to Frank Harrington and Martin Kritzer all of his right, title and interest to and in said F. W. D. dump truck.
4. G. McGuire Pierce does hereby quitclaim to Frank Harrington the 4 mining claims described as Young Group #1, Young Group #2, Young Group #3 and Young Group #4, and will concurrently herewith execute a quitclaim deed for purposes of recordation, and does hereby agree that the lease from Frank W. Harrington to G. McGuire Pierce leasing the said four mining claims is hereby cancelled, void, and of no further force and effect, and G. McGuire Pierce does hereby relinquish possession of the same to Frank Harrington.

(Encumbrance No. 31 Continued)
5. G. McGuire Pierce does hereby quitclaim to Martin Kritzer the two mill sites located by Martin Kritzer, upon which location claims were filed in the name of Kritzer Mining Company, by Martin E. Kritzer, one of the millsites being located at the gate of Laurel Creek and the other close to Red Bluff, both being in the Dinkey Creek Mining District, and will concurrently herewith execute a quitclaim deed for purposes of recordation and does hereby agree that the lease from Martin E. Kritzer to G. McGuire Pierce leasing the said two millsites is hereby cancelled, void, and of no further force and affect, and G. McGuire Pierce does hereby relinquish possession of the same to Frank Harrington.
6. G. McGuire Pierce does hereby cancel that certain note in the sum of approximately $700.00 executed by Martin Kritzer in favor of G. McGuire Pierce, and will return the same marked cancelled and/or paid to said Martin Kritzer.

32. By deed dated June 25, 1953, recorded June 26, 1953, in Book 3323 Page 486 of Official Records, Document No. 36323, G. McGuire Pierce quitclaimed all his right, title and interest in and to all these certain mining claims to Frank W. Harrington, as follows:
Young Group #1, recorded in Volume 1939 Page 155 of Official Records
Young Group #2, recorded in Volume 1938 Page 182 of Official Records
Young Group #3, recorded in Volume 1939 Page 156 of Official Records
Young Group #4, recorded in Volume 1939 Page 155 of Official Records.

33. Proof of labor upon the following:
Young Group #1 recorded in Volume 1939 Page 155 of Official Records
Young Group #2 recorded in Volume 1938 Page 182 of Official Records
Young Group #3 recorded in Volume 1939 Page 156 of Official Records
Young Group #4 recorded in Volume 1939 Page 155 of Official Records
in the amount of $400.00, between September 1, 1952 and July 1, 1953, at the expense of Frank W. Harrington, owner, dated July 7, 1953, recorded July 8, 1953, in Book 3327 Page 318 of Official Records, Document No. 38334.

34. Proof of labor upon the following:
Young Group #1 recorded in Volume 1939 Page 155 of Official Records
Young Group #2 recorded in Volume 1938 Page 182 of Official Records
Young Group #3 recorded in Volume 1939 Page 156 of Official Records
Young Group #4 recorded in Volume 1939 Page 155 of Official Records
in the amount of $400.00, between June 20, 1954 and July 1, 1954, at the instance of Frank W. Harrington, dated...recorded July 1, 1954, in Book 3465 Page 573 of Official Records, Document No. 39674.

No liability is assumed under this report.

Yours truly,

SECURITY TITLE INSURANCE COMPANY

By [illegible]
An Authorized Signature

CANCELLATION AGREEMENT AND QUIT-CLAIM

WHEREAS on the 29th day of May, 1951, an agreement of lease was entered into by and between Frank W. Harrington and Martin E. Kritzer, as lessors, and G. McGuire Pierce, as lessee, in which certain mining claims located in the Dinkey Creek Mining District, in the Kings River area, County of Fresno, State of California, described as:

YOUNG GROUP #1, recorded in Volume 1939 of Fresno County Official Records, at page 155;

YOUNG GROUP #2, recorded in Volume 1938 of Fresno County Official Records, at page 182;

YOUNG GROUP #3, recorded in Volume 1939 of Fresno County Official Records, at page 156;

YOUNG GROUP #4, recorded in Volume 1939 of Fresno County Official Records, at page 155;

were leased by Harrington and Kritzer to Pierce; and

WHEREAS, Martin E. Kritzer, under the said agreement, did lease and demise to Pierce, as Lessee, two millsites located by Kritzer, upon which location claims were filed in the name of Kritzer Mining Company by Martin E. Kritzer, one of the millsites being located at the gate of Laurel Creek, and the other close to Red Bluff, both being in the Dinkey Creek Mining District, and

WHEREAS a simultaneous agreement was entered into by and between Kritzer and Pierce relating to the said millsites, and

WHEREAS on the 29th day of May, 1951, a Pooling Agreement was entered into by and between Frank W. Harrington, Martin E. Kritzer and G. McGuire Pierce, which prohibited any assignment, sale, conveyance or encumbrance of any interest or right thereunder by any party thereto without the consent of the others, and

WHEREAS a Declaration of Trust, dated June 19, 1952, was executed by Martin E. Kritzer, and recorded on September 24, 1952, in Book 3213, at page 552, of Official Records of Fresno County, in which he is described as trustor, trustee and beneficiary, and said Martin E. Kritzer had secured no consent under the aforesaid

Pooling Agreement to assign, convey, encumber or sell any interest or right thereunder, and

WHEREAS Martin E. Kritzer, individually, and as trustee under the aforesaid Declaration of Trust did not and does not now have any right, title or interest in and to the said claims, Young Group #1, #2, #3 and #4, and

WHEREAS concurrently with the execution of this agreement, on or about June 25, 1953, there are being executed agreements by Frank W. Harrington, Martin E. Kritzer and G. McGuire Pierce, which agreements are cancellations of the aforesaid Pooling Agreement and Mutual Agreement of Cancellation of Lease and Millsites,

NOW, THEREFORE, it is hereby mutually agreed by and between Frank W. Harrington and Martin E. Kritzer, individually, and as trustee under the aforesaid Declaration of Trust, that the Mutual Agreement of Cancellation of Lease and Millsites and the Cancellation of Pooling Agreement, which are being executed concurrently with this agreement, are hereby approved and ratified by Martin E. Kritzer as trustee.

Martin E. Kritzer, individually, and as trustee, and Frank W. Harrington do hereby further agree as follows:

Frank W. Harrington does hereby remise, release and quitclaim to Martin E. Kritzer all of his right, title and interest in and to that certain FWD dump truck set forth in the Cancellation of Pooling Agreement, and Martin E. Kritzer, individually, and as trustee under the aforesaid Declaration of Trust, does hereby remise, release, and forever quitclaim to Frank W. Harrington the Quartz Mining Claims, and any interest whatsoever he could assert therein and thereto, individually, and as trustee, which are known and described as:

Young Group #1, recorded in Volume 1939 of Fresno County Official Records, at page 155;

Young Group #2, recorded in Volume 1938 of Fresno County Official Records, at page 182;

Young Group #3, recorded in Volume 1939 of Fresno County Official Records, at page 156;

Young Group #4, recorded in Volume 1939 of Fresno County Official Records, at page 155;

and said Martin E. Kritzer does hereby agree that the right to possession and the possession of the said mining claims are solely in Frank W. Harrington.

- Frank W. Harrington shall continue and remain in possession of the said mining claims known as Young Group #1, Young Group #2, Young Group #3, and Young Group #4.

Dated, June 25, 1953.

Frank W. Harrington

Martin E. Kritzer

Martin E. Kritzer, Trustee

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On ~~June~~ July 24, 1954, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank W. Harrington and Martin E. Kritzer, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Larry Wiley
Notary Public in and for
said County and State

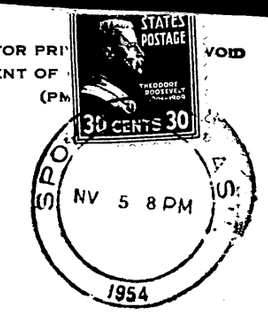
My Commission Expires
4/9/58

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

OFFICIAL BUSINESS

[illegible] EDWARD ST
[illegible] WASHINGTON

PENALTY FOR PRI[illegible] VOID
PAYMENT OF [illegible]
(PM[illegible]



Mr. George C. Selfridge, Chairman
Operating Committee
Defense Minerals Exploration Administration
Department of the Interior
Washington 25, D. C.

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

CALIFORNIA
KAISER QUADRANGLE

R. U. Goode, Geographer in charge.
Topography by R. B. Marshall.
Triangulation by E. T. Perkins.
Surveyed in 1901 and 1902.

APPROXIMATE MEAN DECLINATION 1902.

Scale 1/125000

Contour interval 100 feet
Datum is mean sea level

DIAGRAM OF TOWNSHIP

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Polyconic projection. North American datum.

KAISER, CALIF.
Edition of 1904
reprinted 1950
N3700-W119°00'/30'

DMA 1559-X

Enclosure (k)

Lobo claims
DMEA 2125

Enclosure (k)

DMA 1559-X