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

Department of the Interior
Defense Minerals Administration
RECEIVED
APR 7 3 1955

400

224 New Customhouse
Denver 2, Colorado

April 1, 1955

WJM

Memorandum

To: J. F. Shaw
E. N. Harshman

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA 3538 (Tungsten), Thau and Stark (Elsie mine), Boulder County, Colorado

Attached are copies of a letter from the Chairman of the Operating Committee transmitting a memorandum from the Acting Assistant Solicitor with reference to extralateral rights involved in the subject loan application which incidentally has been withdrawn.

The extralateral rights analysis by the Acting Assistant Solicitor could, we assume, apply equally as well to any DMEA project.

W. M. Traver

W. M. Traver

Enclosures

WMT:sr

cc Chairman Op. Comm. (2)
Subject
Chron

400

MAR 29 1955

Mr. W. M. Traver, Executive Officer
DMEA Field Team, Region III
224 New Customhouse Building
Denver 2, Colorado

400

Re: Docket No. DMEA 3538-Tungsten
Thau and Stark
Elsie mine
Boulder County, Colorado

WSM

Dear Mr. Traver:

According to your memorandum of March 17, 1955, the subject application for exploration assistance was closed by Region III in conformity with a note from Mr. Stark.

In reviewing the same docket we note that our teletype of January 5, 1955, stated that the land subject to the Government's royalty is controlled by vertical boundaries. This opinion did not follow the views expressed in the standard handbooks on United States mining law, but was our understanding at that time. For your better information, we now enclose two copies of a memorandum dated February 9, 1955, by the Acting Assistant Solicitor, Defense Minerals, clarifying the position of DMEA in respect to extralateral rights.

Sincerely yours,

Noted by: George C. Selfridge
Chairman, Operating Committee

Enclosures

cc: Docket
Adm. Read. File
FT, Reg. 3
Code 400
Robt. Holliday, USBM
Thor Kiilsgaard, USGS
Oper Com.

FARutledge/WSMartin/ls
3/23/55

APPROVED:

J. H. Hedge
Member, Bureau of Mines

(s) R. D. Trace
Member, Geological Survey

400

Interior Department
Defense Minerals Exploration
Administration
1434441(-1) Revolving Fund, Defense
Production Act, Interior
(Allocated Working Fund to the
Office of the Secretary)

JAN - 5 1955

T E L E T Y P E

To: W. H. King, Executive Officer
DMEA Field Team, Region IV
Denver, Colorado

In event project is warranted Docket DMEA 3534, Thau and Stark, we suggest additional land be included inasmuch as DMEA royalties are controlled by vertical boundaries. Please teletype your comments.

George C. Selfridge
Chairman, Operating Committee

CC: DOCKET
FT, REG. IV
CODE 400
ADM. READ. FILE
OPER. COMMITTEE
R. W. GEEHAN, USBM
T. KIILSGAARD, USGS

FARutledge/WSMartin/ls
1-5-55

SENT
JAN 5 1955
Clerical Service Section

January 4, 1955

MEMORANDUM

To: Administrator, DMEA

From: Chief, Iron and Ferro-Alys Division, DMEA

Subject: Review of application unr Region IV delegated authority
Docket No. DMEA 3538 - Ingersen
Thau and Stark
Elsie mine
Boulder County, Colorad

A review of the subjec application for exploration assistance indicates that the applicant controls insufficient property for the requested exploration program. Therefore if a project is warranted, additional claims should be included unless: (1) the lessors have extralateral rights, and (2) DMEA could collect royalty on ore mined through the exercise of such rights.

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

FARutledge:fcc
1-4-55
cc to: Docket
Adm. Reading File
Code 400

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

W. P. MARSHALL, PRESIDENT

Docket (46)

1955 APR 6 PM 3 48

SYMBOLS

DL=Day Letter

NL=Night Letter

LT=Int'l Letter Telegram

VLT=Int'l Victory Ltr.

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

WP058 DL PD=CD NEWYORK NY 6 322PME:

=W S MARTIN, CHIEF IRON DIV=

3538 :DMEA DEPT OF INTERIOR:

WSM

=MEETING SCHEDULED IN WASHINGTON TODAY TO CLOSE LEASES POSTPONED DUE TO DELAY IN PRINCIPAL'S RETURN FROM WEST INDIES WILL ADVISE SOON AS TIME IS DETERMINED HOPE WILL BE THIS WEEK:

=J B LEWIS OLD DOMINION MANGANESE CO=

copy made for 1001 4-6-55 L.S.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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

Defense Minerals Administration
RECEIVED
APR 6 1955

224 New Customhouse
Denver 2, Colorado

April 1, 1955

Memorandum

To: J. F. Shaw
E. N. Harshman

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA 3538 (Tungsten), Thau and Stark (Elsie mine), Boulder County, Colorado

Attached are copies of a letter from the Chairman of the Operating Committee transmitting a memorandum from the Acting Assistant Solicitor with reference to extralateral rights involved in the subject loan application which incidentally has been withdrawn.

The extralateral rights analysis by the Acting Assistant Solicitor could, we assume, apply equally as well to any DMEA project.

W. M. Traver

W. M. Traver

Enclosures

[redacted]r

cc Chairman Op. Comm. (2)
Subject
Chron

400

Docket
Rutledge
Martin
Hoffman
Selfridge
Wheeler

MAR 29 1955

Mr. W. M. Traver, Executive Officer
DMEA Field Team, Region III
224 New Customhouse Building
Denver 2, Colorado

INTERIOR DEPT.

MAR 24 1955

SOLICITOR

Re: Docket No. DMEA 3538-Tungsten
Thau and Stark
Elsie mine
Boulder County, Colorado

Mr. Traver:

According to your memorandum of March 17, 1955, the subject application for exploration assistance was closed by Region III in conformity with a note from Mr. Stark.

In reviewing the same docket we note that our teletype of January 5, 1955, stated that the land subject to the Government's royalty is controlled by vertical boundaries. This opinion did not follow the views expressed in the standard handbooks on United States mining law, but was our understanding at that time. For your better information, we now enclose two copies of a memorandum dated February 9, 1955, by the Acting Assistant Solicitor, Defense Minerals, clarifying the position of DMEA in respect to extralateral rights.

Sincerely yours,

Noted by: George C. Selfridge

Chairman, Operating Committee (2/3)

Enclosures

cc: Docket
Adm. Read. File
FT, Reg. 3
Code 400
Robt. Holliday, USBM
Thor Kiilsgaard, USGS
Oper Com.

FARutledge/WSMartin/ls
3/23/55

APPROVED:

J. H. Hedges (2/3)
Member, Bureau of Mines

/s/ R. D. Trace (2/3)
Member, Geological Survey

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

224 New Customhouse
Denver 2, Colorado

March 17, 1955

Memorandum

To: J. F. Shaw
E. N. Harshman

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-3538, Thau and Stark

Enclosed is a copy of our letter of February 21, 1955 to the applicant. Based on Mr. Stark's note on the bottom of our letter, we have closed the subject docket.

W. M. TRAVER

W. M. Traver

Enclosure

WDB:pw

cc: Subject
Chron
Sec.Op.Comm. (2)
Administrator, DMEA

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

224 New Customhouse
Denver 2, Colorado

MAR 1 1955

February 21, 1955

Messrs. Thau and Stark
3101 Seventh Street
Boulder, Colorado

Re: Docket DMEA 3538

Gentlemen:

This will acknowledge receipt of your letter dated February 12 requesting additional time to furnish this office the information previously requested.

We will be pleased to hold the docket open for at least another 30 days with the understanding that you will advise us as soon as possible regarding the decision of the Bureau of Land Management in Washington concerning the Elsie lode mining claim No. 5.

Very truly yours,

W. M. Traver

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

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

Docket

224 New Customhouse
Denver 2, Colorado

March 17, 1955

WSM

Memorandum

To: J. F. Shaw
E. N. Harshman

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-3538, Thau and Stark

Enclosed is a copy of our letter of February 21, 1955 to the applicant. Based on Mr. Stark's note on the bottom of our letter, we have closed the subject docket.

W. M. TRAVER

W. M. Traver

Enclosure

RDB:pw

cc: Subject
Chron
Sec.Op.Comm.
Administrator, DMEA

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

224 New Customhouse
Denver 2, Colorado

DMEA
Dec'd,
MAR 17 1955

February 21, 1955

Messrs. Thau and Stark
3101 Seventh Street
Boulder, Colorado

Re: Docket DMEA 3538

Gentlemen:

This will acknowledge receipt of your letter dated February 12 requesting additional time to furnish this office the information previously requested.

We will be pleased to hold the docket open for at least another 30 days with the understanding that you will advise us as soon as possible regarding the decision of the Bureau of Land Management in Washington concerning the Elsie lode mining claim No. 5.

Very truly yours,

W. M. Traver

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

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

224 New Customhouse
Denver 2, Colorado

February 21, 1955

Messrs. Thau and Stark
3101 Seventh Street
Boulder, Colorado

3538

Re: Docket DMEA 3~~3~~58

Gentlemen:

This will acknowledge receipt of your letter dated February 12 requesting additional time to furnish this office the information previously requested.

We will be pleased to hold the docket open for at least another 30 days with the understanding that you will advise us as soon as possible regarding the decision of the Bureau of Land Management in Washington concerning the Elsie lode mining claim No. 5.

Very truly yours,

W. M. TRAVER,

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

HMC:jp
cc Subject
Chron
Harshman) with
Shaw) copy Thau &
Administrator) Stark ltr, 2/12/55

THAU & STARK
3101 7th. St.
Boulder. Colorado

DMEA
Date Rec'd
FEB 14 1955
BUREAU OF MINES

February 12, 1955

Mr. W. M. Traver
Executive Officer
Dmea Field Team, Region LII

Re: DMEA Docket-3538

Dear Sir:

In regard to your letter of February 8, 1955, we wish to state that we wrote to The Bureau of Land Management, Washington, 25 D. C. We requested that they send us the information that you wanted about The Elsie Lode Mining Claim No. 5. As of to date we have received no reply from them. We are writing them again today to see if we can get some action on it.

We have unwatered and rehabilitated the Elsie shaft to a depth of 265 ft. and wish to go down another 50 ft. before we have your geoligists look it over. This will take appoximately another 30 days.

We are still interested in our proposed exploration project and will send any further information as soon as we get it.

Sincerely yours

THAU AND STARK
Per Glen V. Thau

224 New Customhouse
Denver 2, Colorado

February 8, 1955

Mr. Glen W. Thau
Mr. R. E. Stark
3101 7th Street
Boulder, Colorado

Re: DMEA Docket-3538

Gentlemen:

This will acknowledge receipt of your letter dated January 31, 1955 in which you stated that you are still interested in the exploration program on the Elsie Lode Mining claim No. 5.

As yet, we have not received the information from you requested in our letter of December 6, 1954. If we have not received a reply within thirty days, we will presume that you are no longer interested in your proposed exploration program and we will close the docket.

Yours very truly,

W. M. TRAVER

W. M. Traver
Executive Officer
DMEA Field Team, Region III

HMC:pw

cc: Subject
Chron
Cosmors
Administrator DMEA
Harshman
Shaw

THAU & STARK
3101 7th Street
Boulder, Colorado

DMER

January 31 1955

United States
Department of The Interior
Defense Minerals Exploration Administration

224 New Customhouse
Denver 2, Colorado

Mr. W. H. King
Executive Officer, DMEA
Field Team, Region IV

Re: Docket No. DMEA 3538

Dear Sir

In reply to your letter, dated January 12, 1955.

We are still interested in the exploration program which we proposed for the Elsie Lode Mining Claim No. 5.

We wrote The Director, Bureau of Land Management, Washington D. C. for the additional information that you requested in your letter dated December 6. 1954. As of the present date we have not received a reply. As soon as we receive this information we will forward it to you.

Sincerely Yours the Lessee

Glen W. Thau

R. E. Stark

R. E. Stark

Mr. George Selfridge
1-6-55
11:50 AM

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
JAN 6 1955

No reply necessary
WSM

BUR MINES DN 235 1-6-555 9-45 AM

CHAIRMAN, OPERATING COMMITTTEE, DMEA

REURTT 1-5-55, DOCKET DMEA 3538, THAU AND STARK. WE NOTIFIED APPLICANT ON 12-6-54, THAT FIELD EXAMINATION WOULD BE SCHEDULED WHEN APPLICANT MADE THIRD LEVEL ACCESSIBLE FOR EXAMINATION.

W H KING

Denver, Colo.

JAN 6 1 29 PM '55
BUREAU OF MINES
MAIL ROOM
WASHINGTON, D. C.

Docket
Rutledge
Martin
Selfridge
Wheadon
Johnson

Interior Department
Defense Minerals Exploration
Administration
14X4401(01) Revolving Fund, Defense
Production Act, Interior
(Allocated Working Fund to the
Office of the Secretary)

JAN - 5 1955

T E L E T Y P E

To: W. H. King, Executive Officer
DMEA Field Team, Region IV
Denver, Colorado

In event project is warranted Docket DMEA 3538, Thau and Stark, we suggest additional land be included inasmuch as DMEA royalties are controlled by vertical boundaries. Please teletype your comments.

George C. Selfridge
Chairman, Operating Committee (WS)

CC: DOCKET
FT, REG. IV
CODE 400
ADM. READ. FILE
OPER. COMMITTEE
R. W. GEEHAN, USBM
T. KIILSGAARD, USGS
Confirmation Copy, Reg IV

FARutledge/WSMartin/ls
1-5-55

SENT
JAN 5 1955
Clerical Service Section

R.C.B.

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

400

January 4, 1955

MEMORANDUM

To: Administrator, DMEA

From: Chief, Iron and Ferro-Alloys Division, DMEA

Subject: Review of application under Region IV delegated authority
Docket No. DMEA 3538 - Tungsten
Thau and Stark
Elsie mine
Boulder County, Colorado

A review of the subject application for exploration assistance indicates that the applicant controls insufficient property for the requested exploration program. Therefore if a project is warranted, additional claims should be included unless: (1) the lessors have extralateral rights, and (2) DMEA could collect royalty on ore mined through the exercise of such rights.

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

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 1-4-55

REFERRED TO:
1. ~~Gottfridge~~
2. ~~Administrator~~
3. ~~Mails & Files~~
4. Mr. Ruth

FOR:

- Action
- Approval
- Comment
- Conference
- Consideration
- Filing
- Instructions
- Investigation
- Initials
- Mailing
- Previous correspondence
- Recommendation
- Record of
- Referring to
- Reply for signature of
- Rewriting
- Signature
- Suggestions
- Your information

REMARKS: [illegible] Thing should be [illegible]

Check (X) before the items needing attention.

FARutledge:foc
Initials of sender.

GPO 16—63815-1

Agree, — but quicker.

Docket
Surname
400 Rutledge
Martin

January 4, 1955

MEMORANDUM

To: Administrator, DMEA

From: Chief, Iron and Ferro-Alloys Division, DMEA

Subject: Review of application under Region IV delegated authority
Docket No. DMEA 3538 - Tungsten
Thau and Stark
Klein mine
Boulder County, Colorado

A review of the subject application for exploration assistance indicates that the applicant controls insufficient property for the requested exploration program. Therefore if a project is warranted, additional claims should be included unless: (1) the lessors have extralateral rights, and (2) DMEA could collect royalty on ore mined through the exercise of such rights.

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

FARutledge:foc
1-4-55
cc to: Docket
Adm. Reading File
Code 400

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 18 1954

224 New Customhouse
Denver 2, Colorado

October 15, 1954

Memorandum

To: Administrator, Defense Minerals Exploration Administration
Attention: Code 200

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docketing for Exploration Assistance

Enclosed herewith in duplicate is DMEA Form 3a and MF-103 and supporting data pertaining to the following applications for Government assistance in exploration work:

Thau and Stark (Tungsten)
Boulder County, Colo.

W H King
W. H. King

Enclosures

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 19 1954

224 New Customhouse
Denver 2, Colorado

October

Memorandum

To: Administrator, Defense Minerals Exploration Administration
Attention: Code 200

From: Executive Officer, DMEA Field Team, Region IV

Subject: Docketing for Exploration Assistance

Enclosed herewith in duplicate is DMEA Form 3a and MF-103 and supporting data pertaining to the following applications for Government assistance in exploration work:

Thau and Stark (Tungsten)
Boulder County, Colo.

W. H. King

Enclosures

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 18 1954

Not to be filled in by applicant

Docket No. 3538
Metal or Mineral TUNGSTEN
Date Received
Estimated Cost $13,507
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: Thau and Stark 703 Evergreen Ave. Boulder, Colorado

Glen W. Thau 703 Walnut St. Boulder, Colorado
Roy E. Stark 703 Evergreen Ave. Boulder, Colorado

(*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

(*b*) State any mine name by which the property is known.

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise

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

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

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

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

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

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

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

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

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

_____

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

(*c*) The work will start within _____ days and be completed within 12 months from the date of an exploration project contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☐ 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 11 th. day of October, 1954

Thau and Stark
(Applicant)

By Glen W. Thau
R. L. Stark

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

3. Applicant's property rights

(a)Elsie Lode Mining Claim #5, U. S. Survey Lot #18534 and The Elsie Mill Site, U. S. Survey Lot #19120. Located in The Grand Island Mining District, Section 19 T I S R 72 E Boulder County, Colorado.

DEPARTMENT OF THE INTERIOR
Leasing Minerals Administration
OCT 18 1954

(b)

(b)THE ELSIE MINE

(c) Lessee

(d)Copy of lease on next pages

(e)Not applicable.

(f)Not applicable.

MINING LEASE

DEPARTMENT OF THE INTERIOR
Colorado Minerals Administration
RECEIVED
OCT 18 1954

THIS MEMORANDUM OF AGREEMENT, Made and entered into this 5th day of March, A. D, 1954, by and between

W. L. Tanner, S. H. Tanner, Nina Tryon, and Guy Tanner

OF THE County of Boulder and State of Colorado, parties of the first part and hereinafter for convenience designated as Lessors, and

Thau & Stark

a copartnership composed of Glen W. Thau and R. E. Stark, of the County of Boulder and State of Colorado, party of the second part, and hereinafter for convenience designated as Lessee, WITNESSETH:

That in consideration of the royalties hereinafter provided for to be paid by the Lessee, and of the promises, covenants and agreements of the Lessee hereinafter set forth to be punctually and faithfully kept and performed by it, and upon and subject to the terms and conditions herein expressed, the Lessors do hereby let and demise to the Lessee the following described mining property, to-wit:

The Elsie Lode Mining Claim No. 5, U. S. Survey Lot No. 18534, and The Elsie Mill Site, U. S. Survey Lot No. 19120, situated in the Grand Island Mining District in the County of Boulder and State of Colorado, together with all the privileges and appurtenances thereunto belonging;

TO HAVE AND TO HOLD the said mining property, subject to and upon all the terms, covenants and conditions of this agreement, for the purpose of developing the said mining property for the production of valuable ores therefrom and for the mining of such ores, from noon of the 5th day of March, A. D. 1954, to and until noon of the 5th day of March A. D. 1959, unless this agreement be sooner terminated as is allowed by its terms and conditions.

In consideration of the execution by the Lessors of this agreement, upon the terms and conditions herein expressed, the Lessee, for so long as this agreement shall remain in force, does hereby coenant and agree to and with the Lessors and it hereby promises them;

(a) That it will enter upon said demised mining property and commence work thereon on or before March 5th, 1954, and from that time work on said premises is so begun it will develop and mine the same continuously, working not less than two men who, in each calendar month, shall perform at least twenty (20) shifts of work each.

(b) That it will do all work and will conduct all operations upon and within the said mining property in mine fashion and in an economical and a thorough, skillful and workmanlike manner and so as to produce the greatest amount of ore possible with due regard to the development safety and preservation of the demised premises as a workable mining property and with due regard to the terms and conditions of this agreement and the inherencies hereof: that in all work upon and within said premises, at all times, it will observe and comply with all laws and regulations of the State of Colorado and also of the United States, and of any bureau of either thereof, which are now in force or which may be enacted or promulgated hereafter.

(c) Without, by the following enumeration or any other covenant or term hereof, limiting or lessening the undertaking of the Lessee, herein above expressed, to mine said premises in mine fashion and economically as above agreed, it promises hereby: That it will well and sufficiently timber all workings of said premises; that it will repair or replace all old timbering within the demised premises wherever and whenever necessary in accordance with good mining practice; that it will neither commit nor permit waste to be committed upon the demised premises or within any underground workings thereof; that, at all times, it will keep the shafts, drifts, tunnels, winzes and other undergroun workings thoroughly drained and clear of loose rock and rubbish and in a safe, unobstructed and secure condition except only as so prevented by extraordinary mining casualty; that it will stow no waste underground except in accordance with good mining practice and also with the written consent of the Lessors or their duly authorized representative; that it will make all shafts seven (7) feet long by four (4) feet wide in the clear and all drifts six (6) feet high by three (3) feet wide in the clear; that all shafts shall be measured along the strike of the vein and that it will follow the hanging or footwall subject to the approval and according to the directions of the Lessors; that it will do no stoping, development work or mining within (15) feet of any shaft incline or upraise without the written consent of the Lessors first had; that it will run all drifts, levels and cross-cuts of uniform grade so as to establish and constitute one entire general scheme of mine workings suitable for drainage and gravity tramming; that it will occupy and hold all cross or parallel lodes, spurs or mineral deposits of any kind which may be discovered in any manner by working within or from the demised premises as the property of the Lessors, the Lessee reserving the privilege of working the same, however, under the terms of this lease.

(d) That it will not assign this lease, or any interest thereunder, and that it will not sublet said premises, or any part thereof, without the written assent of said Lessors, and that it will not allow any party not in privity with the parties hereto to take or hold possession of said premises, or any part thereof, under any pretense whatever: that if the Lessors shall assent hereafter to an assignment of this lease, such assent shall not have the effect, by implication or otherwise, of justifying any succeeding assignment or subletting; that even though the consent of the Lessors to one assignment or subletting be had, no other subletting or assignment of the lease, or of any interest therein or thereunder, will be made unless the same be assented to in writing by the Lessors.

(e) That it will keep and preserve accurate payroll records for all payrolls of the Lessee for work done on the demised premises and that it will keep and preserve accurate records showing the weight, assay value or sample value and cost of transportation of all ores taken or mined from said premises, and that upon request it will permit the Lessors, or any of them, or their engineers or agents, during business hours, to inspect such payrolls and records and to make notes thereof and to take extracts therefrom; that it will furnish to the Lessors, or their agents, full, true and accurate information, either orally or in writing, as it shall be requested, of and concering the production of ores from said premises and the ore bodies and workings within the demised premises.

(f) That it will take out and at all times during the term of this agreement it will keep in full force and effect, in the Colorado State Compensation Insurance Fund, such insurance under and pursuant to the Workmen's Compensation Act of Colorado, as the same is now or it may be from time to time if amended, as will fully ansure the Lessee itself and the Lessee's liability as an employer with respect to any and all persons employed by the Lessee in or under the demised premises or in any operations of the Lessee under this lease, including said Glen W. Thau and R. E. Stark, themselves.

(g) That neither because of this lease nor of anything herein contained, nor in any event at all, shall the said Glen W. Thau or R. E. Stark, or their respective heirs, executors or adminstrators, as the case may be, or any employee, agent or sublessee or contractor of or with the Lessee, or the heirs, executors or administrators of any of them respectively, as the case may be, be authorized, empowered or entitled to charge the Lessors themselves, nor any of them, in any event or circumstance, with any liability for injury to or with any liability for the death of either the said Glen W. Thau or the said R. E. Stark, or any of the employees, agents, contractors or sublessees of the Lessee; and that the Lessee will indemnify and save harmless the Lessors from and against any and all consequences, including any and all claims, demands, costs and expenses, which may arise or grow out of accidents or injuries to or the death of the said Glen W. Thau or R. E. Stark themselves and any and all persons while in any manner employed by or under the Lessee in operations under this agreement.

(h) Inasmuch as it is the intention that such production shall be made from the demised premises that the same will be taxed as producing mines under Sections 7260 and 7261 of the Compiled laws of Colorado of the year 1921, and other applicable statutes, that it will pay when due the taxes on the demised premises based on production made therefrom during the life of this agreement, and that it will pay also, when due, all goernmental taxes and charges, if any there are or shall be provided hereafter, on the production and sale, or either thereof, of ores mined or removed from the demised premises under this agreement.

(i) That it will pay promptly and punctually for all labor employed by it in its operations under this agreement and for all services rendered to it in the course thereof; that it will pay promptly and punctually also for all materials and supplies furnished to it for operations upon or in

the demised premises; that, at all times during the life of this agreement. it will keep the demised premises, and every part thereof, and all improvements thereupon or therein belonging to the Lessors, or which shall become a part of the realty, whether the same be made by the Lessee or not, free and clear of and from all liens and encumbrances of every kind and character; that it will keep posted in conspicous places on the shaft house or at the tunnel entrance on the demised premises, notices that the demised premised are being operated and mined by it as Lessee and that all labor thereon is performed and materials furnished to it as Lessee; that nothing in this agreement contained shall authorise the Lessee or any person or persons in privity with it to charge the demised premises, or any part thereof, or any interest therin, with any lien or encumbrance, whatsover.

(j) That it will deliver to the Lessors said demised premises, with the appurtenances and all improvements thereon and therein, in good order and condition, with all drifts, shafts, tunnels and other passages thoroughly clear of loose rock and rubbish and drained and the mine or mines ready for immediate continued working thereof (extraordinary mining casualty alone excusing), without demand or further notice at noon of the 5th day of March, A. D. 1959, or at any time previous thereto, upon demand for forfeiture; that if the term of this lease be extended by renewal or otherwise, it will likewise deliver possession of the demised premises to the Lessors in such said condition and ready for the immediate continued mining thereof upon the expiration of the extended term or at any time previous thereto upon demand for forfeiture; that upon the termination of this agreement, either in the initial or any succeeding term hereof, whether by lapse of time or otherwise, the Lessee will not remove any underground improvements and that it will leave in the mine all such improvements. including all timboring, rails and pipelines, as well as underground improvements of other kinds; that it will not remove from the demised premises any surface improvements which have become a part of the realty, such as ore bins, buildings, power lines and poles and any other such improvements; that it will remove, however, its own machinery, tools and supplies; that all improvements and installations of equipment made by the Lessee and which it shall not remove shall be and remain the property of the Lessors.

(k) That it will neither hold nor attempt to hold the Lessors liable for disturbed or interrupted possession of the demised premises, or of any ground thought by the parties hereto or any of them to be a part of the demised premises, if such possession be disturbed or interrupted in consequence of or by any legal or equitable proceeding in Court, or other proceedings in the nature of judicial proceedings, of whatsoever sort.

(l) That the Lessors, except at their option, shall not be obliged in consequence of this lease either by implication or otherwise, to undertake legal or equitable proceedings or other proceedings, or to defend any legal or equitable proceedings, in order to establish or defend title of the Lessors to any veins, lodes or ore bodies or to ascertain or determine whether or not any particular lode, vein or ore body is or is not a part of the demised premises and so subject to mining operations of the Lessee hereunder.

thereupon the Lessee shall forthwith surrender peaceably to the Lessors the said demised premises in the condition and together with the improvements thereon and therein as above agreed; Provided, however, that during the period succeeding the mailing of the notice and prior to the time fixed for the termination of this agreement in said notice and by this agreement, the Lessee may fully remedy any such default or defaults of which notice be so given and if such defaults be so remedied and the Lessors be made whole in respect thereto whithin said period of time, this agreement shall be and remain in force and effect the same as if no default had been declared. Anything to the contrary herein contained notwithstanding, the Lessors have and there is granted to them hereby the right, at their election, to cancel and termenate this agreement of lease forthwith, and without notice, if the Lessee shall fail to keep Workmen's Compensation insurance in force and effect, as above agreed, or to pay the premiums thereon, as above agreed, and thereupon the Lessors shall be entitled, without notice or previous demand, to the immediate possession of the demised premises, in the agreed condition and with the agreed improvements therein and thereupon; a letter, signed by said Lessors, shall be mailed by registered mail to the Lessee at the said address, or to any other proper address, setting forth that this agreement of lease is ended for such default of the Lessee; the letter shall be sent not to end but to evidence the fact that this agreement is ended because the Lessee has failed to keep in force or to pay for Workmen's Compensation insurance as above agreed.

All ores within said mining premises, either standing or broken down, and all ores either in bins or dumps, or otherwise assembled, upon the surface of said demised premises, at the termination of this lease, either by lapse of time or forfeiture or otherwise, shall be and remain the property of the Lessors; from the time of the recipt by the Lessee (or its successors or assigns, as the case may be) of any notice of default by the Lessee (or his successors or assigns) of such a nature that the lease shall stand terminated and ended at noon of the thirtieth day after the day whereon such notice shall be mailed, the Lessee shall neither ship nor in any wise remove, and it promises hereby that it will neither ship nor remove, any ores whatever from said premises, unless and until it shall have remedied its default and reinstated the lease as allowed by the terms hereof within said period of thirty days.

Anything to the contrary herein contained notwithstanding, the Lessors agree that if the Lessee be prevented from working the stipulated number of shifts in said demised premises in any calendar month or months because of the severity of the weather or because of strikes, that then such failure to work the stipulated number of shifts shall not entitle the Lessors to cancel and terminate the lease for such failure to work the mine the agreed number of shifts in such month or months.

In event of the sale of said demised premises, the Lessee shall retain all rights as previously agreed to in this lease.

The terms and conditions of this lease shall extend to, be binding upon and inure to the benefit of the successors and lawful assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this memorandum of agreement in duplicate originals.

_____ (SEAL) THAU & STARK, a copartnership

_____ (SEAL) By _____ (SEAL)

_____ (SEAL) By _____ (SEAL)

_____ (SEAL)

By _____
their Attorney-in-fact

~~Lessors~~

4. Physical description.

(a) The lessee has installed a hoist and rehabilitated shaft to the 100 ft. level. At the 100 ft. level a pump had to be installed, the lessee has unwatered and rehabilitated tothe 150 ft. level.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 18 1954

The only mine workings accessible for examination purposes at present are, the shaft from collar to the 150 ft. level and the Windy Tunnel, (also known as the 100 ft. level S.), from portal to shaft a distance of 300 ft.

(b) The present owner's estimate total past production at 40,000 units. Concentrates were assayed as high as 70 % WO_3.
There is no current production of ore.

(c) The country rock consists of the metamorphic rock of the Idaho Springs formation and is intruded at intervals by aplite and pegmatite dikesfrom the Boulder Creek batholith.

According to information supplied by Mr. George Cowdery, (well known miner and miner owner in The Grand Island Mining District), there are two ore chutes between The Elsie shaft and Beaver Creek. He states that he was in the Elsie Mine on the South level a few days before the mine was closed down. Shortly after World War One. At that time the operators were stoping on good ore. Ore was also showing in the bottom of the drift.

(4 c continued on next page)

(4 c continued)

Mr. Guy Tanner, one of the present owner's, sank the last 80 ft. lift at which time some ore, (up to two inches in width) was encountered at approximately the 250 ft. level, ore continued down for approximately 35 ft. said ore id pitching south.

(d) The Elsie Mine is about 100 yds. from an allweather road, it is 3 miles from a mill located at Nederland, Colorado.

(e) Manpower, materials, supplies, equipment and water are readily available, Electric power is now being used.

STOPED OUT

END OF DRIFT
80 FT. FROM SHAFT

APPROXIMATELY 60 FT. | 50 FT. | 50 FT. | 50 FT. | 100 FT.

COLLAR
of
ELSIE SHAFT

ORE
35 FT. IN
LENGTH OF SHAFT

THIS ORE BODY
PITCHES SOUTH ORE
WILL STILL BE UNDER
SHAFT

CAVE IN I DID NOT
MUCK OUT

THIS SKETCH SUBMITTED BY
GUY TANNER ONE OF THE
PRESENT OWNERS AND LAST
OPERATOR OF THE ELSIE MINE

STOPED OUT TO
WITHIN 10 FT.
OF CREEK

PITCHES OUT OF HILL
300 FT. ON SURFACE

ORE PITCHES UNDER
CREEK

WINDY TUNNEL

5. The exploration project.

(a) Ferberite Tungsten

(b) The lessee wishes to unwater and rehabilitate the existing shaft from the 150 ft. level to the bottom of shaft (330 ft. level)

The lessee then wishes to start drifting at the 310 ft. level in a Southerly direction by following the vein, for a distance of 300 ft. Sketch on following page.

(c) The work will start upon approval of this application and be completed within 12 months.

(d) The lessee, Glen W. Thau and Roy E. Stark have been leasing on this and adjoing property for the past year.

Glen W. Thau, is to be the miner, manager and will supervise the operation. He has had 7 year's mining experience, both working for wages and leasing. During this time he has performed all types of work connected with mining.

6. Estimate of costs

(a) Lessee will contract 300 ft. of drifting @ $32.00 per ft. $9600.00

(b) To unwater and rehabilitate shaft from the 150 ft. level to bottom or 320 ft. level. Estimated time is 60 working days, 8 hours per man per day.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 18 1954

Hoist man	$1.75 per hour for 480 hours	$ 840.00
Miner	$1.75 per hour for 480 hours	$ 840.00
Miner manager	$2.00 per hour for 480 hours	$ 960.00

(c) Operating materials and supplies

150 ft. 2 in. pipe (used) @ .30¢ per ft.	$ 45.00
pipe fittings	$ 15.00
90 ft. 3 wire electric cable for pump @ .50 ¢ per ft.	$ 45.00
Hand tools	$ 50.00
Electricity for power $45.00 per month for 3 months	$ 135.00

(d) Operating equipment to be furnished by lessee

Electric hoist @ $75.00 per month for 3 months	$ 225.00
Electric pump @ $75.00 per month for 3 months	$ 225.00
Hoisting bucket @ $15.00 per month for 3 months	$ 45.00

(e) Rehabilitation and repairs

10 stulls @ $1.50 ea.	$ 15.00
100 16 ft. lagging @ .60 ¢ ea.	$ 60.00
1000 bd. ft. rough lumber for skids and ladders	$ 85.00
100 lbs. spikes @ .13 ¢ per lb.	$ 13.00

(f) None

(continued on next page)

6. Estimate of costs. (continued)

(g) Miscellaneous

2 miner's lamps (electric) @ $5.00 per month for 3 months	$ 15.00
Bookeeper @ $50.00 per month for 3 months	$ 150.00
Workmen's compensation @ $1.24 per day, for 60 days	$ 74.40
Employer's liability insurance, for 3 months	$ 17.00
Payroll taxes, Social Security @ 2% for 60 days	$ 52.80

(h) none

Total $13507.20

(a) The lessee is prepared to furnish thier share of the cost of the proposed project.

(b) The lessee proposes to furnish thier share of the cost partly by the use of equipment belonging to them and the difference to be made up in cash

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 COLORADO, County of BOULDER, described as follows:1/

Elsie Lode Mining Claim #5 U. S. Survey Lot # 18534 and the Elsie Mill Site, U. S. Survey Lot # 19120, located in the Grand Island Mining District Sec. 19 T I S R 72 E Boulder County, Colorado

DEPARTMENT OF THE INTERIOR
Minerals Administration
RECEIVED
OCT 18 1954

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/ Thau & Stark
Glen W. Thau 703 Walnut St. Boulder, Colorado
Roy E. Stark 703 Evergreeen Ave. Boulder, Colorado

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 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/$ 10130.40, 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 11 th day of October, 1954.

M. Tanner [Seal] _____ Seal
S. H. Tanner [Seal]
Guy J. Tanner [Seal]
Mark O. Tyson

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

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

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

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

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.

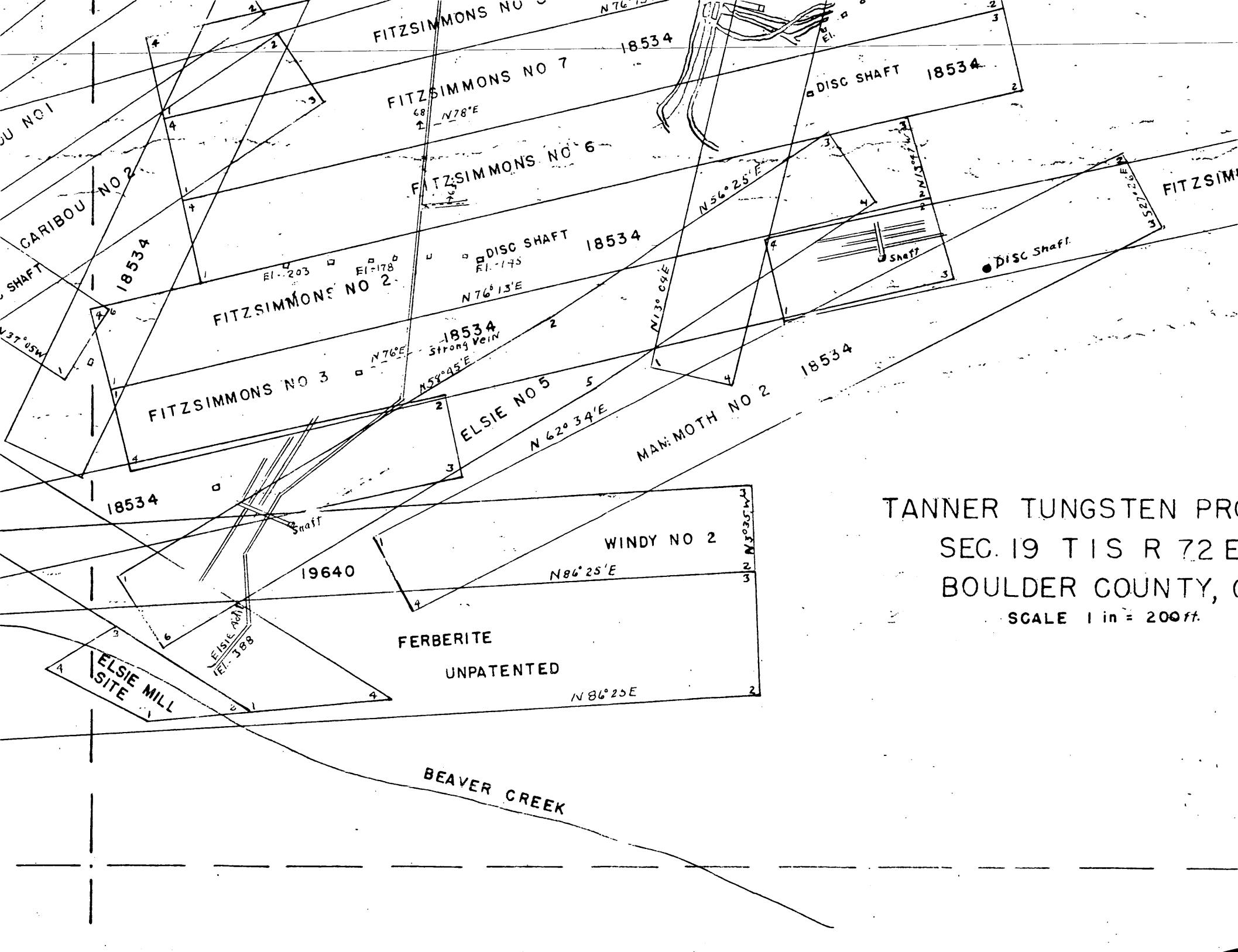
(For instance: the percentage royalty on a net amount of five dollars ($5.00) per ton, would be one and one-half (1½) per cent; on a net amount of ten dollars ($10.00) per ton, three and one-half (3½) per cent.)

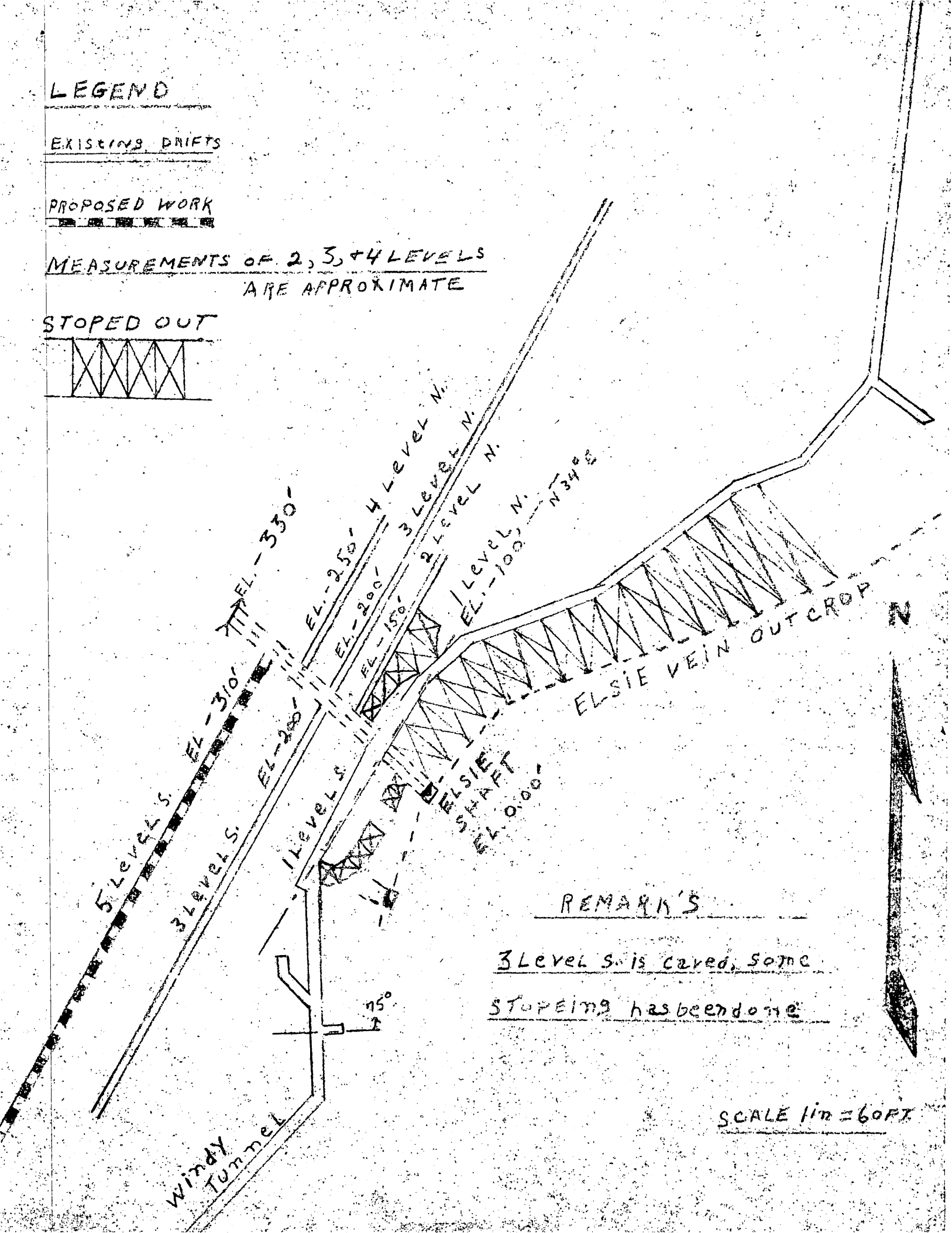
(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is 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.


TANNER TUNGSTEN PRO
SEC. 19 T 1 S R 72 E
BOULDER COUNTY, C
SCALE 1 in = 200 ft.
FITZSIMMONS NO 7
18534
DISC SHAFT
FITZSIMMONS NO 6
N 78° E
CARIBOU NO 2
SHAFT
FITZSIMMONS NO 2
DISC SHAFT
El. 203
El. 178
El. 175
N 76° 13' E
N 56° 25' E
N 13° 09' E
Shaft
DISC Shaft
FITZSIMMONS NO 3
N 76° E
Strong Vein
N 58° 45' E
ELSIE NO 5
N 62° 34' E
MAMMOTH NO 2
WINDY NO 2
N 86° 25' E
19640
Shaft
FERBERITE
UNPATENTED
N 86° 25 E
ELSIE MILL SITE
ELSIE ADIT
El. 388
BEAVER CREEK


LEGEND
EXISTING DRIFTS
PROPOSED WORK
MEASUREMENTS OF 2, 3, + 4 LEVELS ARE APPROXIMATE
STOPED OUT
EL. -330'
EL. -310'
EL. -250'
EL. -200'
EL. -150'
EL. -100'
EL. -280'
4 LEVEL N.
3 LEVEL N.
2 LEVEL N.
1 LEVEL N.
N 34° E
5 LEVEL S.
3 LEVEL S.
1 LEVEL S.
ELSIE VEIN OUTCROP
ELSIE SHAFT
EL. 0.00'
N
75°
Windy Tunnel
REMARKS
3 Level S. is caved, some stopeing has been done
SCALE 1in = 60FT.

BUREAU OF MINES

OFFICIAL BUSINESS

U. S. Bureau of Mines
420 Custom House
555 Battery Street
San Francisco 11, California

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