DMEA 3786

DOCKET INDEX

ACTION DOCUMENTS

1. APPLICATION — DATE RECEIVED 4-22-56

2. CONTRACT — DATE 3-29-56

3. TERMINATION AGREEMENT: — DATE 12-17-56

   a. Mutual (with/without repayment provision).
   b. Unilateral.
   c. Amendment with automatic termination clause and with/without repayment provision.

4. CERTIFICATION — DATE

5. AUDIT REPORT — DATE

6. AMENDMENTS - NUMBERS — DATE

Docket Copy

RECEIVED DEC 13 1956 DMEA

TERMINATION AGREEMENT

It is agreed this 11th day of December, 19[illegible] between the United States of America, acting through the Depar[illegible] the Interior, Defense Minerals Exploration Administration, here[illegible] called the "Government," and Jack S. Josey and Frank C. Roper, [illegible] Marmik Oil Company, an Arkansas corporation; and Amurex Oil Comp[illegible] Delaware corporation; a Joint Venture, hereinafter called the "O[illegible] parties to that certain Exploration Project Contract No. Idm-E907[illegible] Docket No. DMEA-3786, dated March 29, 1956, hereinafter called the [illegible] tract," that:

1. Effective as of September 14, 1956, the Contract and all ob[illegible] gations of the parties thereunder, except as otherwise herein express[illegible] provided, shall be and are hereby terminated.

2. The Government shall contribute to allowable costs incurred prior to said effective date; and shall contribute to allowable costs incurred or to be incurred beginning with said effective date in performing winding-up and settlement actions provided for in the Contract, including the making and rendering of reports and accounts.

3. Any work or operations prosecuted or costs incurred by the Operator beginning with said effective date, except as otherwise provided in this termination agreement, shall be for the sole account of the Operator without contribution by the Government.

4. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including the rendering of the final report and final account.

5. All rights of the Government provided for in the Contract with respect to a certification of discovery or development, percentage royalty and lien for its payment, records, audit, and recovery of any overpayments, are preserved.

Indexed 10/24/56 [illegible] "Appr. Sol. Off."

6. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said Contract, except as otherwise provided in this termination agreement.

Ching
Ellis
Talpit
Selfridge
Matthews

IN WITNESS WHEREOF, these parties have executed this agreement as of the day and year first above written.

Jack S. Josey

Frank C. Roper

MARMIK OIL COMPANY

By W. C. Lemon

Title Pres.

THE UNITED STATES OF AMERICA

By W. M. Jones

Executive Officer
DMEA Field Team, Region III

AMUREX OIL COMPANY

By [illegible]

Title Vice-Pres.

Docket copy

RECEIVED

APR 13 1956

MF-200
(Revised June 1954)

Docket No. DMEA -3786

Commodity Uranium

Contract No. Idm-E 907

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXPLORATION PROJECT CONTRACT[1]

It is agreed this MAR 29 1956 day of ....., 195...., between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Jack S. Josey and Frank C. Roper, partners; Marmik Oil Company, an Arkansas corporation; and Amurex Oil Company, a Delaware corporation -- a Joint Venture, whose mailing address is 1706-17 C & I Life Building Houston, Texas, hereinafter called the "Operator," as follows:

ARTICLE 1. *This contract* is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200), the attached Exhibit "A," Annex I, and map (Figure 2).

The Operator shall not transfer or assign this contract or any right thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The land which is the subject of this contract (hereinafter called "the land") is in the State of Colorado, County of Fremont, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] See Annex I of [5] ..... in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] ....., [7] ....recorded in Book ....., page ....., official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: Royalty claims.

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] Insert name, and if an organization, its nature (corporation and place of incorporation, partnership with names of partners, etc.).
[3] State on a separate sheet marked "Annex I" the legal description or enough to identify the property, particularly excluding any areas from which the production is not to be subject to the Government's percentage royalty.
[4] Insert "owner," "lessee," "contract purchaser," "locator," etc.
[5] Insert "the entire interest," "the mineral rights," "an undivided one-third," etc.
[6] Insert "deed," "lease," "contract," "location notice," "patent," etc.
[7] If not recorded, so indicate by inserting "un."

of the land (lessor, seller, optionor, etc.), are attached, as follows: Consent to Lien by Leslie Taylor, Walter W. Higgins, Donald Higgins, M. H. Taylor, Alan Taylor, and M. H. Taylor, Jr. Subordination Agreements by Gordon Tolliver, C. C. Robison, and Elizabeth Zingheim.

(d) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. Until the lapse of the time within which the Government may make a certification of discovery or development without any such certification having been made, and after any such certification has been made, the Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. If the Government makes no certification of discovery or development within the time limited in Article 8, it shall thereafter have no claim against the land or any production therefrom except for any production referred to in Article 8(b)(1).

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of Uranium. The work to be performed is described in Exhibit "A." The Operator on or before May 1, 1956 shall commence the work, and on or before November 30, 1956 (unless the Operator's obligation to prosecute the work is terminated—see Article 10) shall either have completed the work or shall have incurred allowable costs (see Article 6) in a sum not less than the estimated total allowable cost set forth in Exhibit "A."

ARTICLE 4. *Performance of the work.*—(a) *Operator's responsibility.*—The work shall be performed with reasonable diligence, efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for liability insurance covering employment; and with suitable and adequate equipment, facilities, materials, supplies, and labor, to bring it to completion within the time fixed.

(b) *Independent contracts.*—To the extent that the allowable costs are estimated in Exhibit "A" with express reference to performance by independent contractors on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations), the work may be so performed; but if the reference in Exhibit "A" to any such independent contract requires the Government's approval thereof, payments under such contract will not be allowable costs unless the Government gives its written approval of the contract. Any such independent contract shall refer to some specific and identifiable part of the work, and shall be subject to all of the pertinent terms and conditions of this exploration contract; but the Government shall not be considered a party thereto, and its rights under this contract, including the right to terminate its contributions, shall not be affected thereby. Regardless of the provisions of any such independent contract and regardless of the Government's approval thereof, the Government will participate in payments to the independent contractor only on account of work performed in accordance with the provisions of this exploration project contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable.

(c) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after a certification of discovery or development to inspect production operations and underground workings. The operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 5. *Contribution by the Government.*—The estimated total allowable cost of the project, set forth in Exhibit "A," is the sum of $39,586.55. The Government shall contribute 75 percent of the allowable costs as they are incurred in a total sum not in excess of $29,689.91: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last

voucher or vouchers such sums as it sees fit not in excess of 10 percent of the estimated total cost of the work or not in excess of the amount of the Government's contribution to the cost of property which is or may become subject to disposal as provided in Article 9(c), whichever is greater. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 7(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. "Costs incurred" mean costs that have been paid or have become due and payable, or that in the opinion of the Government have become an obligation. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

ARTICLE 6. *Estimated costs.*—(a) *Categories of costs.*—The allowable costs of the work to which the Government shall contribute are limited to those that are direct, reasonable, necessary, and that are estimated in Exhibit "A" by categories as specified in this article. If any category or subcategory is omitted from the estimate of costs, or if the word "none" is annexed to the listing thereof, costs under such category or subcategory are not allowable. Any excess over any estimate which is indicated as the maximum of any category, subcategory, or item, either as to requirement or related cost, and any excess over the estimated total allowable cost of the work, shall not be allowable. Any excess over the estimate of any category, subcategory, or item, either as to requirement or related cost, not indicated as a maximum shall be allowable within the limit of the estimated total allowable cost of the work. To the extent that excesses over maximums other than the estimated total allowable cost of the work may be necessary for the performance of the work, the Operator shall incur such excesses for his own account without contribution by the Government; but except for any such necessary excesses in categories, subcategories, or items thereunder the Operator is not obligated to incur more than his agreed percentage of the estimated, total allowable cost of the work.

To the extent specified in this article or in Exhibit "A" the following categories, subcategories, and elements thereof are maximums; but if not so specified either here or in Exhibit "A" they are not maximums, and may be exceeded within the limit of the estimated total allowable cost of the work:

CATEGORY (1)—INDEPENDENT CONTRACTS.—Work to be performed under independent contracts (see Article 4(b)). The estimated total amount of this category and the estimated cost of each unit of work for performance under an independent contract are maximums.

CATEGORY (2)—PERSONAL SERVICES.

Subcategory (a)—Supervision.—All elements of this subcategory (number of supervisors, periods of employment, rates of pay, and total) are maximums.

Subcategory (b)—Technical services.—All elements of this subcategory (number of technicians, periods of employment, rates of pay, and total) are maximums.

Subcategory (c)—Labor.

CATEGORY (3)—OPERATING MATERIALS AND SUPPLIES.—Includes such items as drill bits and steel, explosives, fuel, pipe, power, small tools costing less than $50 each, timber, track.

CATEGORY (4)—OPERATING EQUIPMENT.

Subcategory (a)—Rental.—The number of each object to be rented [6 mine cars, 1 truck], the rate of rental [$100 per month, $5 per hour], and the total of this subcategory are maximums.

Subcategory (b)—Purchases.—The estimated total of this subcategory is a maximum.

Subcategory (c)—Depreciation.—All elements of this subcategory (time periods, rate of depreciation, and subcategory total) are maximums.

CATEGORY (5)—INITIAL REHABILITATION AND REPAIRS.—Estimates under this category include all requirements and related costs, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The estimated total of this category is a maximum.

Subcategory (a)—Initial rehabilitation and repairs of existing buildings, fixtures, and installations (exclusive of mine workings).—The estimated total of this subcategory is a maximum.

Subcategory (b)—Initial rehabilitation and repairs of operating equipment.—The estimated total of this subcategory is a maximum.

CATEGORY (6)—NEW BUILDINGS, FIXTURES, AND INSTALLATIONS (EXCLUSIVE OF MINE WORKINGS).—Estimates under this category include all requirements and related costs, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The estimated total of this category is a maximum.

CATEGORY (7)—MISCELLANEOUS.—Repairs and maintenance (other than initial) of operating equipment, analytical work, prints and other reproductions, accounting, Operator's share of payroll taxes, liability insurance covering employment, travel, communications, and any other items of requirement or cost that do not fall within any of the first 6 categories.

THE ESTIMATED TOTAL ALLOWABLE COST of the work is a maximum.

(b) *Nonallowable costs.*—The following costs are not allowable for contribution by the Government:

(1) *Costs of the land,* such as rental, depreciation, depletion, or other cost of acquiring, owning, or holding possession;

(2) *Indirect costs,* such as general overhead, corporate management, interest, taxes (other than payroll and sales taxes), insurance (other than liability insurance covering employment), damages to persons, damages to property (other than necessary repairs or replacements of equipment or other property used in the work);

(3) *Previous work* performed or costs incurred before the date of this contract; and

(4) *Deferred payments.*—Any costs incurred by the Operator under any rental-purchase agreement, installment-purchase agreement, or any agreement for the purchase of goods under the provisions of which payment of the full purchase price is deferred more than 90 days from the delivery of the goods; unless the purchase agreement is approved by the Government in writing.

(c) *Reductions in costs.*—The Operator shall account for and give the Government credit for any incidental benefits, credits, or money received in the ordinary course of business in prosecuting the work (as by salvage or sale of materials or equipment, furnishing of room or board, furnishing of power or services to third persons, rebates or discounts on purchases, etc.), in the same ratio in which the Government contributes to costs; and such amounts shall be treated as a reduction in costs incurred so that they are available for use within the limit of the original estimated total cost. This provision does not apply to receipts from production which are subject to the Government's percentage royalty under the provisions of Article 9. **See Article 13.**

ARTICLE 7. *Reports, accounts, audits.*—(a) *Operator's records.*—The Operator shall keep suitable records and accounts of the work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. If the Government elects to audit said records and accounts relating to the exploration work by certified public accountant, it may do so as a cost of the work to which the Operator shall contribute. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Operator. All of the Operator's vouchers and records and accounts relating thereto and the Government's payments thereof remain subject to adjustment until final audit by the Government. If work under this contract is carried on in conjunction with any other operations, or if labor, supervision, services, materials, supplies, equipment, facilities, or other requirements for carrying on the work are also used in connection with other operations, the costs shall be segregated and accounted for on a basis and by methods and accounts that are satisfactory to and approved by the Government.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing detailed costs incurred during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and related costs incurred.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 8. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after a sufficient final report and final account (see Article 7) has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, within a period of ten years from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except*, that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer*, sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling or assaying, or transportation, performed or paid by the Operator or by anyone other than the buyer, are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent) applied to the crude ore or other production after it is extracted from the ground, to put it into a commercially marketable form; excluding fabricating or manufacturing.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent), after the lapse of six months from the date the ore was extracted from the ground, remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value therof in the form in which and at the time when it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½)

percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

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

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 9. *Interests in purchased property.*—(a) *Title and ownership.*—All costs under this contract shall be incurred by the Operator in the Operator's own name and for the Operator's own account; but any property acquired to the cost of which the Government contributes shall belong to the Operator and the Government jointly in proportion to their respective contributions, although title thereto shall be taken in the name of the Operator.

(b) *Preservation of property.*—Until the final disposal of any property in which the Government has an interest the Operator shall preserve and protect same for the best interest of the Government, any reasonable and necessary costs thereof to be treated as an allowable cost of the project. After the completion of the work or termination of the Government's obligation to contribute, or when such property is not in use for or needed for the work, the Operator shall neither use it without the written consent of the Government nor without paying a reasonable rental to be fixed by the Government for its interest.

(c) *Disposal of property.*—Upon the completion of the work or termination of the Government's obligation to contribute to costs, or when the property is no longer needed for the work, the Operator shall promptly dispose of salable or salvageable property in which the Government has an interest 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 or the Government at a price at least as high as could be obtained from others, unless the Government in writing waives its interest in any such property. Without advance approval of the sales price by the Government the Operator shall not sell at any price any item of property the cost of which was more than $500, and shall not sell at less than 25 percent of the purchase price any item of property which cost $500 or less. The Government, in lieu of approving the sales price for any such item, may itself purchase the item at the best price which the Operator is able to obtain or himself cares to give. Property remaining upon any termination of the work shall be considered in groups or categories (such as drill steel, or explosives, or pipe, or rails), and if the original cost of the remaining unexpended portion of any such group or category is less than $50, the Government waives its interest therein. If necessary to accomplish the disposal of any item the Operator shall dismantle and sever it from the land, the cost thereof to be treated as a cost of the project.

(d) *Default of the Operator re disposal.*—If within 90 days after the completion of the work or termination of the Government's obligation to contribute to costs, or after the property is no longer needed for the work, or after such further time as the Government may in writing allow, the Operator has failed to sell or otherwise liquidate or dispose of any property in which the Government has an interest, the Government, at any time prior to final settlement under the contract, may pursue one of the following two courses: (1) the Government, by written notice to the Operator, may place upon such property what in its opinion is a fair valuation thereof, not in excess of the cost less 1.66 percent per month from the

date such property was purchased under this contract to the termination of said 90-day period; and such property shall thereupon be considered and accounted for as having been purchased by the Operator at the valuation so fixed by the Government; or (2) the Government may enter and take possession of such property wherever it may be found, and remove and dispose of it for the joint account of the parties.

ARTICLE 10. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon: (1) the Government shall be free of all obligation to contribute to costs not then incurred other than such as may be allowable under the provisions of the contract as necessary and incidental to winding up, reporting, and accounting; and (2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon: (1) the Government shall be relieved of all obligation to contribute to costs not incurred when the notice was given, other than such as may be allowable by the provisions of the contract as necessary and incidental to winding up, reporting, and accounting; and (2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The remedy provided for the Government in this paragraph "(b)" is in addition to any other remedy provided in this contract, and in addition to any other remedy the law may provide for breach of contract.

(c) The giving of any notice by the Government under the provisions of this Article 10 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 11. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 12. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 13. *Changes and added provisions.*—

To the extent that costs are set forth in Exhibit "A" as "Fixed Unit Costs" they are in lieu of the actual costs that otherwise would be allowable costs of the project under Article 6 of the contract.

Robin
Dwyer
"Appd. Sol. Off."
Chung
Ellis
Champion
Selfridge
Yeghiaian

Executed in sextuplicate the day and year first above written.

JACK S. JOSEY and FRANK C. ROPER

Jack S. Josey (Partner)

Frank C. Roper (Partner)

THE UNITED STATES OF AMERICA

By

Administrator, Defense Minerals Exploration Administration

MARMIK OIL COMPANY

By M. C. Kramer, Pres.

AMUREX OIL COMPANY

By

Vice-Pres

I, Sarah Alice Norris, certify that I am the secretary of the corporation named as Operator herein; that M. C. Kramer who signed this contract on behalf of the Operator, was then President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Sarah Alice Norris

[CORPORATE SEAL]

I, H. Y. Rowe, Assistant secretary of the corporation named as Operator herein; that Charles J. Hoke who signed this contract on behalf of the Operator, was then Vice President of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

H. Y. Rowe

/CORPORATE/
[SEAL]

EXPLORATION PROJECT CONTRACT
JACK S. JOSEY and FRANK C. ROPER, et al.
DOCKET NO. DMSA-3786

ANNEX I

The land referred to in Article 2 of the contract form consists of 15 unpatented lode mining claims situated in an unsurveyed area approximately in Sections 22 and 27, T. 18 S., R. 73 W., 6th P.M., Fremont County, Colorado. The claims are shown on the attached map (Figure 2); and Notices of Location of which are recorded in the office of the County Recorder as follows:

Name	Book	Page
Big Hole No. 1	338	219
Big Hole No. 2	338	222
Big Hole No. 3	338	222
Big Hole No. 4	338	221
Big Hole No. 7	338	443
Big Bear No. 1	338	221
Big Bear No. 2	338	218
Big Bear No. 3	338	218
Big Bear No. 4	338	220
Big Bear No. 5	338	220
Big Bear No. 6	338	219
Cactus	343	177
Cactus No. 1	345	207
Zoe No. 1	342	18
Libby	342	18

The Operator is the owner of the Libby claim and lessee of all the other foregoing claims.

MF-203
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator Josey and Roper
Docket No. DMEA- 3786
Contract No. Idm-E
Contract Date

CONSENT TO LIEN

RECEIVED
APR 18 1956

To the United States of America:

Referring to that certain land in the County of Fremont, State of Colorado, described ~~as follows:1/~~

in the Assignment of Mining Lease and Agreement for Operation dated March 7, 1955 and recorded in book 344 page 489 official records of said county and described in the Location Certificate for the Cactus No. 1 claim filed for record April 16, 1955 in book 345 page 207, official records of said county,

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

3% royalty to Gordon Tolliver and C. C. Robison

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: None

Dated this 15th day of December, 1955.

Leslie Taylor [Seal] M. N. Taylor (Seal)
Leslie Taylor — Mark Taylor

Walter W. Higgins [Seal] Alan Taylor (Seal)
Walter W. Higgins — Alan Taylor

Donald Higgins [Seal] M. N. Taylor (Seal)
Donald Higgins — M. N. Taylor, Sr.

~~I, _____, certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.~~

_____
[Corporate Seal]

RECEIVED
APR 18 1956

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator [redacted]
Docket No. DMEA-[redacted]
Contract No. Idm-E
Contract Date

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of [redacted], State of [redacted], described [redacted]

[redacted]

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby—

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

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.

(OVER)

Dated this 15th day of December, 1955.

Gordon Tolliver [Seal]
Gordon Tolliver

C. C. Robison [Seal]
C. C. Robison

[Seal]

[redacted]

[Corporate Seal]

RECEIVED
APR 18 1956

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator Jenny and Roper
Docket No. DMEA- 3706
Contract No. Idm-E
Contract Date

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of Fremont, State of Colorado, described ~~as follows:~~ 1/

in the Location Certificate for the Libby claim filed for record November 10, 1954, in book 348, page 18 official records of said county.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

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.

(OVER)

Dated this 15th day of December, 1955.

Elizabeth Ginghem [Seal]
Elizabeth Ginghem

[Seal]

[Seal]

~~I, _____, certify that I am the _____, (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.~~

_____
[Corporate Seal]

EXPLORATION PROJECT CONTRACT
JACK S. JOSEY and FRANK C. ROPER et al.
DOCKET NO. DMEA-3786

EXHIBIT "A"

Description of the Work

The work consists of exploration by core and non-core drilling to test sedimentary beds of arkosic sandstone, shale and conglomerate, presumably of early Tertiary age. The first two stages of the work are indicated on the attached map entitled "Figure 2 - Map of Josey-Roper Claims . . .," which is attached hereto and made a part hereof.

Mineralization on the property referred to in Annex I occurs at various horizons. All holes shall be collared with a plug bit and drilled non-core to a point immediately above the estimated position of the first radioactive zone. Core drilling shall follow until the hole is bottomed. Drilling depths are estimated to range from 100 feet to 400 feet and to average 194 feet. The minimum size of core shall be AX. All holes shall be reamed and cased as necessary.

All core and cuttings from the cored section of drill holes shall be saved and properly stored for the use of the Government after being checked radiometrically for uranium. Samples indicating significant mineralization shall be analyzed chemically for uranium.

All drill holes shall be logged geologically and probed radiometrically, and the record of such logging and probing, together with certified copies of all assay certificates, shall be submitted with the Operator's monthly progress reports.

The project shall be supervised by a competent engineer-geologist who shall devote full time to the project work.

The work shall be divided into three successive stages. The Operator shall complete Stage I and perform as much of Stage II and Stage III as the Government considers justified by the results of the preceding work and which the Government approves in writing in advance.

The location, direction, inclination, and extent of all project work are subject to the approval of the Government.

Stage I

Prepare access roads and drill sites by a D-7 bulldozer or equivalent unit, and drill 16 holes aggregating not more than 3,120

feet. The positions of these holes are indicated on the attached map (Figure 2). There are five East-West fences with two to five holes in each fence, and a separate hole in the northeast corner of the property. The fences range from 950 feet to 1500 feet apart and the holes in the fences are approximately 600 feet apart except in the most southerly fence, and in the Big Bear No. 1 Claim. Drilling shall begin with the most southerly fence and work northward. If the 16 holes require more than 3,120 feet to reach the desired horizon, such amount of footage as the Government may approve in writing may be transferred from Stage III footage for work under this Stage I, and such transferred footage shall be deducted from Stage III.

Stage II

Prepare access roads and drill sites by a D-7 bulldozer or equivalent unit and drill 23 holes aggregating not more than 4,440 feet. The positions of these holes are tentatively indicated on Figure 2. They may be revised, following completion of Stage I, upon the written approval of the Government. If the 23 holes require more than 4,440 feet to reach the desired horizon, such amount of footage as the Government may approve in writing may be transferred from Stage III footage for work under this Stage II, and such transferred footage shall be deducted from Stage III.

Stage III

Prepare access roads and drill sites by a D-7 bulldozer or equivalent unit, and drill a maximum of 30 holes aggregating not more than 4,500 feet (minus any footage transferred to Stage I and Stage II) as offsets to Stage I and Stage II holes that show significant mineralization. The offset holes shall not be drilled closer than 100 feet from any previously drilled hole.

Estimated Cost of the Project

Actual Costs

Category (1) Independent contracts

3,965 feet non-core drilling @ $1.75/ft.	$ 6,938.75
8,095 feet core drilling @ $2.60/ft.	21,047.00
216 hours bulldozer work @ $12.50/hr.	2,700.00
Categories (2) through (7) None	
Estimated Total Actual Costs	$30,685.75

Fixed Unit Costs

The Government will contribute to the requirements set forth below on the basis of the fixed unit costs specified therefor, as these costs accrue, in lieu of actual costs. The fixed unit costs include all costs of the project whatsoever except those actual costs scheduled above under the category Independent Contracts. No other categories of actual costs in Article 6 of the contract form are allowable costs under this contract.

200 chemical sample analyses @ $3.50/sample	$ 700.00	
Incidental allowance for each foot of core and non-core drilling completed:		
12,060 feet @ $0.68/ft.1/	8,200.80	
Estimated Total Fixed Unit Costs		$ 8,900.80

SUMMARY

Estimated total actual costs	$30,685.75	
Estimated total fixed unit costs	8,900.80	
Estimated total cost of the project		$39,586.55
Government participation @ 75%		$29,689.91

1/ Includes all costs of the project whatsoever that are not included under the actual-cost category, Independent Contracts, and the fixed unit cost for analyses, and is in lieu of Categories (2) through (7) of actual costs under Article 6(a) of the contract. It includes such items as supervision, engineering, equipment, supplies, accounting, etc.

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/29	Ching	700
7/30	[illegible]	700
7-30	Chandler	800
		120
7/30	[illegible]	110
"	Mittendorf	100
		220
		225

JUL 30 1957

Messrs Gordon Tolliver
Socorro, New Mexico
and
C. C. Robison
Socorro, New Mexico

Re: Docket No. DMEA-3786 (Uranium)
Contract No. Idm-E907
Jack S. Josey and Frank C. Roper, partners; Marmik Oil Company, and Amurex Oil Company, a joint venture
Big Bear, et al., Claims
Fremont County, Colorado

Gentlemen:

Enclosed is a copy of a self-explanatory letter of today to the Operator under the above-cited contract.

This correspondence relates to the Subordination Agreement signed by you on December 15, 1955.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

Enclosure

Copy to Mr. Robison

MChing/gla
7-29-57
cc to: Admr.'s Reading File
Code 700, Mr. Ching
DMEA Field Team, Region III (2)

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/29	Ching	700
7/30	Ellis	700
7-30	Chambers	800
		120
7/30	Johnson	110
	Mittendorf	100
		220
		225

JUL 30 1957

Messrs. M. N. Taylor
Leslie Taylor
Walter W. Higgins
Alan Taylor
Donald Higgins
M. N. Taylor, Jr.
c/o M. N. Taylor
Texas Creek, Colorado

Re: Docket No. DMEA-3786 (Uranium)
Contract No. Idm-E907
Jack S. Josey and Frank C. Roper, partners; Marmik Oil Company, and Amurex Oil Company, a joint venture
Big Bear, et al., Claims
Fremont County, Colorado

Gentlemen:

Enclosed is a copy of a self-explanatory letter of today to the Operator under the above-cited contract.

This correspondence relates to the Consent to Lien signed by you on December 15, 1955.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

Enclosures

MChing/gla
7-29-57
cc to: Admr.'s Reading File
Code 700, Mr. Ching
DMEA Field Team, Region III (2)

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/29	Ching	700
7/30	Elliot	700
7-30	Chambers	800
		120
7/30	Josey	110
	Mittendorf	100
		220
		225

JUL 30 1957

Mrs. Elizabeth Zingheim
Canon City, Colorado

Re: Docket No. DMEA-3786 (Uranium)
Contract No. Idm-E907
Jack S. Josey and Frank C. Roper, partners; Marmik Oil Company, and Amurex Oil Company, a joint venture
Big Bear, et al., Claims
Fremont County, Colorado

Dear Mrs. Zingheim:

Enclosed is a copy of a self-explanatory letter of todsy to the Operator under the above-cited contract.

This correspondence relates to the Subordination Agreement signed by you on December 15, 1955.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

Enclosure

MChing/gla
7-29-57
cc to: Admr.'s Reading File
Code 700, Mr. Ching
DMEA Field Team, Region III (2)

8623

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
7/29	Chiang	700
7/30	Ellis	700
7-30	Chamber	800
		120
7/30	[illegible]	110
"	Mittendorf	100
7/30	P.K.	220
		225

JUL 30 1957

Mr. Robert H. Park, Agent
Jack S. Josey and Frank C. Roper, partners;
Marmik Oil Company, and
Amurex Oil Company, a joint venture
1706 C & I Life Building
Houston, Texas

Re: Docket No. DMEA-3786 (Uranium)
Contract No. Idm-E907
Big Bear, et al., Claims
Fremont County, Colorado

Dear Mr. Park:

Reference is made to your terminated exploration contract with the Government.

We sincerely regret that the work performed did not result in a certification of discovery or development under the provisions of the contract. In the absence of such certification, the Government retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this project. Your attention, however, is called to the provisions of the contract which require the operator to keep and preserve certain records for the period indicated.

Your interest in the DMEA exploration program and participation therein are fully appreciated.

Sincerely yours,

C. O. Mittendorf (for)

Administrator

MChing/gla
7-29-57
cc to: Admr.'s Reading File
Contract Adm. & Audit Division
Code 700, Mr. Ching
THKiilsgaard, Rm. 5224
DMEA Field Team, Region III (2)

8623

Docket

Ching
Ellis

Project Summary Report

By: Michael Ching

Date: July 24, 1957

1. Docket No. DMEA-3786 (Uranium)
   Contract No. Idm-E907

   Operator - A Joint Venture consisting of
   Jack S. Josey & Frank C. Roper, Partners
   Marmik Oil Company, an Arkansas corporation
   Amurex Oil Company, a Delaware corporation
   1706-17 C & I Life Building
   Houston, Texas

   Property: 15 unpatented lode mining claims, Big Hole Nos. 1-4 and 7, Big Bear 1-6, Cactus and Cactus No. 1, Zee No. 1, and Libby, situated in an unsurveyed area approximately in secs. 22 and 27, T. 18 S., R. 73 W., 6th P.M.&B., Fremont County, Colorado.

   Operator's Property Rights: Owner of the Libby claim and lessee of the remaining 14 claims. Consent to Lien, dated Dec. 15, 1955, by Leslie Taylor, Walter W. Higgins, Donald Higgens, M. N. Taylor, Alan Taylor, and M. N. Taylor, Jr. Subordination Agreements, dated Dec. 15, 1955 by Gordon Tolliver, C. C. Robinson and Elizabeth Zingheim.

2. Contract (Long Form), dated March 29, 1956
   Final starting date, May 1, 1956
   Actual starting date, May 1, 1956
   Contract completion date, Nov. 30, 1956
   Termination Agreement, dated Dec. 11, 1956, effective Sept. 14, 1956

   Work Authorized - Test potential uranium-bearing beds of Tertiary age by core and non-core drilling in three stages of 16, 23, and not more than 30 holes, respectively.

   Independent Contracts:

3,965 ft. non-core drilling @ $1.75/ft.	$6,938.75	
8,095 ft. core drilling @ $2.60/ft.	21,047.00	
216 hrs. bulldozing @ $12.50/hr.	2,700.00	$30,685.75
Fixed Unit Costs:		
200 chemical analyses @ $3.50/each	700.00	
Incidental allowance for each foot of drilling, 12,060 ft. @ $0.68/ft.	8,200.80	$8,900.80
Estimated Total Cost of the Project		$39,586.55
Government Participation @ 75%		$29,689.91

   Amendments - None

Work Completed:

Stage I - 16 holes:

735 ft. non-core drilling @ $1.75/ft.	$1,286.25	
2,284 ft. core drilling @ $2.50/ft.	5,710.00	
79 hrs. bulldozing @ $12/hr.	948.00	
2 chemical analyses @ $3.50/each	7.00	
Incidental expense, 3,019 ft. @ $0.68/ft.	2,052.92	$10,004.17

Stage II - 6 holes:

127 ft. non-core drilling @ $1.75/ft.	$222.25	
798 ft. core drilling @ $2.50/ft.	1,995.00	
32 hrs. bulldozing @ $12/hr.	384.00	
Incidental allowance, 925 ft. @ $0.68/ft.	629.00	$ 3,230.25

Total Cost of Project $13,234.42
Government Participation @ 75% ..... $ 9,925.81

Drilling was started on May 5 and completed on Sept. 13, 1956.

Final Reports Received:

Operator's - Undated report received - Dec. 13, 1956
Field Team's - dated July 10, 1957, received July 15, 1957

3. Auditor's Report of Review, dated Dec. 27, 1956

Total cost as billed by Operator	$13,424.42
Exceptions	190.00
Total accepted cost	$13,234.42
Government participation @ 75%	$ 9,925.81

4. Certification of Discovery - None

5. Results and Comments:

Uranium occurs on the subject property in thin-bedded, flat-lying, carbonaceous, arkosic sandstone interbedded with siltstone and mudstone. The rocks are of Tertiary age and terrestrial and fluviatile origin.

Of the 22 holes drilled under the contract, 16 recorded anomalous radioactivity. Only 5 of these showed radioactivity amounting to 0.1% to 0.20% eU. The radioactive zones were encountered at a number of different horizons, ranging from 5 feet to 290 feet below the surface. Thickness of the radioactive zones ranged from 6 inches to 3 feet. The zones are lenticular in occurrence and very limited in horizontal dimensions. Correlation of assay data between holes is very difficult because of the rapid lateral lithologic change in the rocks. Although mineralization appears to be widespread on the property,

the occurrences are too low in grade and too limited in lateral extent to be of economic significance. No production has been made from the property and there are no known ore reserves.

The Operator agrees that the results of the drilling indicate that there is little possibility for the occurrence of significant ore deposits on the property. Termination of the contract was requested by the Operator and agreed to by the Government after 6 holes of Stage II had been drilled. Neither a certification of discovery nor further exploration is warranted on the property. Performance by the Operator was satisfactory.

Michael Ching

Michael Ching, Mining Engineer
Div. of Rare & Misc. Metals

IN REPLY REFER TO:

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

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 25 1957

DATE	INITIALS	CODE
7/25	P.K.	220
		225
Memorandum		
To:	E. W. Ellis, Defense Minerals Exploration Administration	
From:	N. E. Nelson, U. S. Geological Survey	

July 24, 1957
Re: DMEA 3786 Idm-E907
Josey & Roper et al
Big Bear Claims
Fremont County, Colo.
Uranium

Subject: Review of Field Team Final Report

The contract, awarded March 29, 1956, approved the expenditure of $39,586.55 on exploration by core and non-core drilling of a property underlain by rocks of terrestrial and fluviatile origin, probably of Tertiary age. The sedimentary rocks, conglomerate, arkosic sandstone, mudstone and sandy carbonaceous shale occur in a V-shaped basin surrounded by granite and lava.

Uranium-bearing material had been found in 4 widely spaced places and drilling had been done at 2 localities. The uranium-bearing material is found in thin-bedded flat-lying arkosic sandstone interbedded with siltstone and mudstone.

Radioactivity logging of 6 holes drilled by a previous operator on the Big Hole No. 3 claim had indicated, according to the application, a uranium content of as much as 0.1% e U_3O_8 in 5 of the 6 holes and the applicant reported a uranium content of 0.12% in core from 2 of the holes.

Except for a 1-foot channel sample taken on the Cactus claim by an A.E.C. representative cut samples of the outcrops had not assayed over 0.08% U_3O_8, Four grab samples taken by the applicant from the outcrop on the Cactus claim showed up to 0.93% U_3O_8 but the only check sample, that cut by the A.E.C. across 1 foot assayed only 0.16% U_3O_8.

The drilling done under the contract showed widespread distribution especially north and south and up and down, of low-grade uranium mineralization. Holes nearest the known deposits failed to extend the low-grade showings and Hole DH 28 near the old drilling

showed a maximum of 4 feet of 0.095% e U_3O_8. The highest foot-percent sample, 2 feet at 0.20% e U_3O_8 came from Holes 35 and 35A.

The contract was terminated at the request of the applicant after 22 holes had been drilled at a cost of $13,234.42, of which the Government's share is $9,925.81.

The examiners conclude the group was adequately explored and further exploration is not likely to discover ore bodies significantly larger or higher in grade than those already found. Certification is not recommended.

N. E. Nelson

N. E. Nelson

OFFICIAL FILE COPY DMEA RECEIVED JUL 18 1957		
DATE	INITIALS	CODE
7/18	C	220
		225

July 17, 1957

Lab Report No. 3786
Lab Sample No. Idm-E907
Commodity Uranium
Name of applicant Josey & Roper et al
Name of property Big Bear et al claims
Location of property Fremont County, Colo.
Estimated cost of proj. $13,234.42

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee

From: James Paone, Bureau of Mines Member JP
Uranium Commodity Committee

Subject: Review of Final Report
(Application, Field Term Report, etc.)

1. Date of subject document: 7/11/57. 2. Date received by reviewer: 7/16/57

3. Prior reports on this property known to reviewer: Yes [ ] No [ ]

4. Prior reports on nearby properties known to reviewer: Yes [ ] No [ ]

5. Information available on past production: Yes [ ] No [ ]

6. Other pertinent factors known to reviewer: Yes [ ] No [ ]

7. Explain items marked yes above:

8. Factors needing special consideration:
   a. Location [ ]
   b. Ownership [ ]
   c. Evidence of mineralization [ ]
   d. Geology [ ]
   e. Proposed exploration method [ ]
   f. Alternate exploration method [ ]
   g. Costs [ ]
   h. _____ [ ]

9. Action advised:
   a. Obtain information from applicant [ ]
   b. Refer to Field Team [ ]
   c. Denial [x]
   d. Agree with Field Team [ ]
      i. Consult with Mr. _____ at _____ ASC office.
   e. Disagree with Field Team [ ]
   f. Suggest alternate plan [ ]
   g. Request another examination [ ]
   h. Approval [ ]

10. Remarks: (Use back of page if necessary) **Certification of property not recommended.**

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
224 New Customhouse
Denver 2, Colorado

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 15 1957

DATE	INITIALS	CODE
7/15	P.K.	220
"	FZJ	130
		130
7/18	P.K.	220
22	[illegible]	100
11	[illegible]	70

July 11, 1957

Memorandum

To: Chairman, Operating Committee, DMEA

From: DMEA Field Team, Region III

Subject: Docket No. DMEA 3786 (Uranium), Contract No. Idm-E907, Josey & Roper et al., a Joint Venture (Big Bear et al. claims), Fremont County, Colorado - FINAL REPORT

Enclosed are the original and two copies of a joint final engineering and geologic report, dated July 10, 1957, by R. U. King, Geologist, Geological Survey, and Carl Belser, Mining Engineer, Bureau of Mines, pertaining to work completed under the subject Contract; and transmittal thereof, dated July 10, 1957, from E. N. Harshman, member of the DMEA Field Team.

The original and one copy of the Operator's final report were forwarded by memorandum of December 11, 1956.

The Contract was terminated before completion of all work provided for by a Termination Agreement, dated December 11, 1956, which was made effective September 14, 1956.

The exploration work completed under the Contract consisted of the drilling of 22 holes aggregating 3,082 feet core drilling and 862 feet of non-core drilling, incidental allowance on a total of 3,944 feet of drilling, 111 hours of bulldozer time preparing access roads and drill sites, and analysis of 2 samples; all at a total accepted cost of $13,234.42, toward which the Government contributed 75%, or an amount of $9,925.81.

Final payment to the operator was processed by this office January 7, 1957 in conformance with the Report of Review of reported project costs by the Contract Administration and Audit Division, DMEA, dated December 27, 1956.

A minor amount of low grade ore was discovered as a result of the exploration work. However, it is not considered significant.

Reviewed by
DMEA OPERATING COMMITTEE
7-17-57
(date)

FINAL F.T. REPORT

Therefore, Certification of the project as a Discovery or Development is not recommended.

W. H. King

W. H. King

E. N. Harshman

E. N. Harshman

Enclosures

WR

WSIK
HMC
T

IN REPLY REFER TO:

DMEA
DEPARTMENT OF THE INTERIOR

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Defense Minerals Exploration Administration
Denver Federal Center
Denver, Colorado

JUL 11 1957
REGION III
DENVER, COLORADO

July 10, 1957

OFFICIAL FILE COPY
DMEA
RECEIVED JUL 15 1957

DATE	INITIALS	CODE
		1302
		220

Memorandum

To: Executive Officer, DMEA Field Team, Region III

From: E. N. Harshman

Subject: DMEA Docket 3786 (Uranium), Contract Idm-E907, Jack S. Josey and Frank C. Roper et al., a Joint Venture (Big Bear, et al. claims) Fremont County, Colorado FINAL REPORT

Enclosed are the original and eight copies of a joint final report describing the results of exploration completed under the subject contract.

The drilling of 16 holes under Stage I and 6 holes under Stage II failed to discover significant amounts of uranium. The contract was terminated by mutual agreement effective December 11, 1955, without completion of all Stage II holes authorized in the contract.

The completed exploration did not result in a discovery of uranium-bearing material that now can be mined or might be mined in the foreseeable future.

Certification of a discovery is not recommended.

E. N. Harshman
E. N. Harshman
Member, Field Team

Enclosures (9)

Reviewed by
DMEA OPERATING COMMITTEE
7-17-57
(date)

DMEA
DEPARTMENT OF THE INTERIOR
JUL 11 1957
REGION III
DENVER, COLORADO

UNITED STATES
DEPARTMENT OF THE INTERIOR
FRED A. SEATON, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT BY FIELD TEAM
REGION III

DMEA 3786

Contract Idm-E907

Jack S. Josey and Frank C. Roper

Big Hole-Big Bear claim group

Fremont County, Colorado

Uranium

Joint Final Engineering and Geological Report

by

R. U. King, Geologist
Geological Survey

Carl Belser, Mining Engineer
Bureau of Mines

July 10, 1957

Reviewed by
DMEA OPERATING COMMITTEE
7-17-57
(Date)

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ILLUSTRATIONS

Figure — Follows page

1. Location map, Big Hole and Big Bear claim group, Josey and Roper, Fremont County, Colorado. DMEA 3786..... 2

2. Geologic map and sections showing drilling under the contract, Big Hole and Big Bear claim group, Josey and Roper, Fremont County, Colorado. DMEA 3786, Contract Idm-E907..... 16

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DMEA 3786

CONTRACT Idm-E 907

JACK S. JOSEY AND FRANK C. ROPER
BIG HOLE-BIG BEAR CLAIM GROUP
FREMONT COUNTY, COLORADO

SUMMARY AND RECOMMENDATIONS

Jack S. Josey and Frank C. Roper, lessees, applied for Defense Minerals Exploration Administration assistance to explore for uranium on the Big Hole-Big Bear group of 13 unpatented claims in the Echo Canyon area of Fremont County, Colorado. They proposed a single-stage exploration program consisting of 96 holes, or 9,100 feet of non-core and core drilling at an estimated cost of $42,156.00.

An examination was made on July 7, 1955, by W. D. McMillan of the U. S. Bureau of Mines, and Robert U. King of the U. S. Geological Survey, and a modified three-stage project was recommended for approval. A contract was signed on March 29, 1956, calling for 12,060 feet of drilling and incidental allowances at a total estimated cost of $39,586.55.

Uranium ore is found on the claims in thin-bedded flat-lying arkosic sandstone interbedded with siltstone and mudstone. The rocks are of Tertiary (?) age and of terrestrial and fluviatile origin. Associated with the uranium is carbonized fossil plant material.

? Contract dated March 24 mc.

Drilling started on January 20, 1956. Stage I was completed on August 12, 1956. A modified Stage II program was started on August 24, 1956, and completed on September 13, 1956.

A total of 22 holes comprising 3,994 feet of drilling was drilled at a cost of $13,234.42, of which the Government participation is 75 percent or $9,925.81.

Because so little uranium ore was discovered as a result of the exploration drilling, and because that which was found, occurs in thin discontinuous lenses which cannot be correlated between holes, it is recommended that no certification of discovery be issued.

LOCATION AND ACCESSIBILITY

The property, consisting of 13 claims is in secs. 22 and 27, T. 18 S., R. 73 W., 6th P.M. (unsurveyed), Fremont County, Colorado (fig. 1). The area known as Echo Canyon, is dissected by four north-trending steep-walled canyons with altitudes of 5,500 feet at their southern ends and about 6,000 feet at their northern ends. Between the canyons the surface is flat to gently rolling. The climate is semi-arid. Summers are warm and winters relatively moderate, though heavy rain or snow storms of short duration occur.

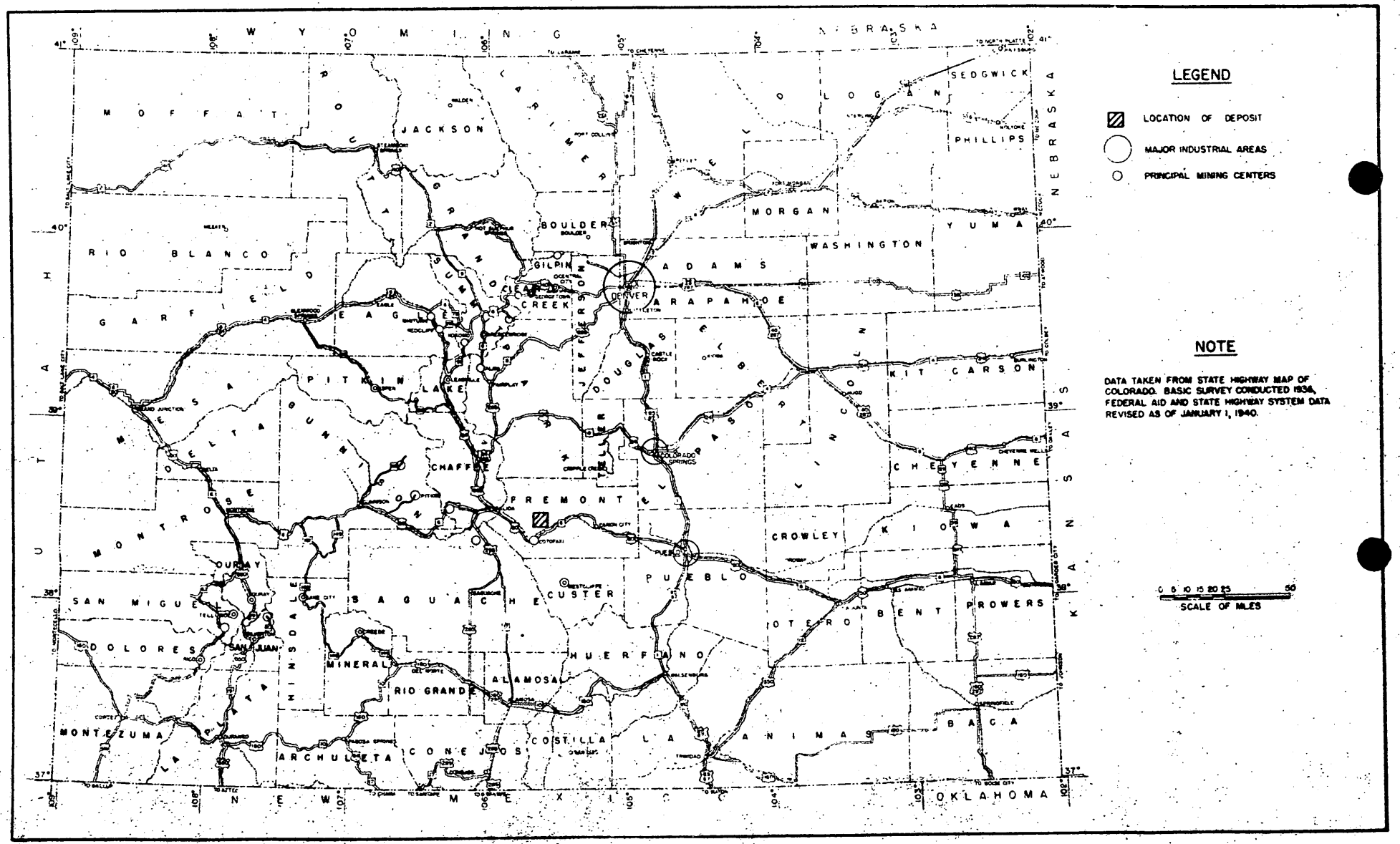

FIGURE 1 - LOCATION MAP, BIG HOLE AND BIG BEAR CLAIM GROUP, JOSEY AND ROPER, FREMONT COUNTY, COLO. DMEA 3786
CONTRACT Idm-E907

The Denver & Rio Grande Western railroad and U. S. Highway 50 pass through Echo Junction which is at the mouth of Echo Canyon on the Arkansas River. Supplies and labor are available at Canon City, 22 miles to the east, and the nearest ore-buying depots are Rifle and Grand Junction, 205 and 270 miles west, respectively.

OWNERSHIP AND EXTENT

The 13 claims are recorded in the office of the County Clerk and Recorder of Fremont County, Colorado, as follows:

Claim	Book	Page	Date Recorded	Date Located	Locators
Big Hole No. 1	338	219	6/15/54	3/30/54	Leslie, Alan, & M.N. Taylor & M.N. Taylor, Jr.
" " No. 2	338	222	6/15/54	3/30/54	Taylors
" " No. 3	338	222	6/15/54	3/30/54	Taylors
" " No. 4	338	221	6/15/54	3/30/54	Taylors
" " No. 7	338	443	8/20/54	7/31/54	Donald Higgins, Walter W.H. Higgins, & Lester & M.N. Taylor
Big Bear No. 1	338	221	6/15/54	4/20/54	Taylors
" " No. 2	338	218	6/15/54	4/20/54	"
" " No. 3	338	218	6/15/54	4/20/54	"
" " No. 4	338	220	6/15/54	4/20/54	"
" " No. 5	338	220	6/15/54	4/20/54	"

Claim	Book	Page	Date Recorded	Date Located	Locators
Big Bear No. 6	338	219	6/15/54	4/20/54	Taylors
Zee No. 1	342	18	11/10/54	8/14/54	"
Cactus	343	177	2/15/55	12/26/54	"
Cactus No. 1	345	207	4/10/55	3/23/55	M.N. & Leslie Taylor

Donald and Walter Higgins and the Taylor family on February 24, 1955, gave a mining lease on all the above claims except the Cactus No. 1 to Gordon Tolliver and C. E. Robinson, who, on March 7, 1955, assigned their lease to the applicants, Jack S. Josey and Frank C. Roper. M. N. Taylor and Leslie Taylor leased the Cactus No. 1 claim on March 24, 1955, to Tolliver and Robinson who reassigned the lease on March 25, 1955, to Josey and Roper. The claims are shown on figure 2.

HISTORY AND PRODUCTION

The original discovery of uranium deposits in the Echo Canyon area was made by M. N. Taylor in early 1954. The Big Bear, Big Hole, Cactus, and Zee claims were located and leased to the New World Exploration Corporation, which drilled nine holes on two claims. Uranium ore was said to have been penetrated in five of the holes. Afterward, the claims were leased to Josey and Roper and 22 additional holes were drilled under contract Idm-E 907. No ore has been produced from the property.

GEOLOGY

The uranium deposits on the Josey-Roper property in the Echo Canyon area are in sedimentary rocks, presumably of Tertiary age, that are capped by indurated gravel wash and underlain by Precambrian granite. Tertiary lava rocks overlie the granite in the area to the north of the property.

The sedimentary rocks occupy a north-trending U-shaped basin-like depression known as Devil's Hole one-half to 1 mile wide by 5 miles long. It is rimmed on the east and west sides by high ridges of granite and on the north by a high plateau of volcanic rocks. The sedimentary rocks pinch out southward, and granite is exposed in the floor of the basin where it is breached by the drainage channel of Echo Canyon. The sedimentary rocks thicken northward but their thickness in the central and northern parts of the basin is unknown; drill holes 350 feet deep near the northern end of the property bottomed in arkosic sandstone (fig. 2). The sedimentary rocks are exposed chiefly along the steep walls of southward trending gullies.

The Echo Canyon basin appears to be a graben-type structure, in which the northern end of the faulted block has had the greater normal displacement. The presence of a northeastward-trending fault bounding the basin on the north is indicated by the abrupt change in

topography, and by fault structures exposed in a prospect cut excavated in conjunction with another DMEA application (DMEA Docket 4498). North-trending faults bounding the basin on the east and west sides are conjectural only. The sedimentary rocks dip gently to as much as 25° north and northeast.

The Tertiary (?) sedimentary rocks consist of conglomerate, arkosic sandstone, mudstone, and sandy carbonaceous shale.

Light colored, buff, crossbedded arkosic sandstone and conglomerate are the most abundant rock types. They commonly contain large fragments and boulders of volcanic rocks and in places grade into a coarse indurated gravel that caps the flat ridges between gullies.

The northern part of the property is underlain by fine-grained sandstone and mudstone. The beds are largely lenticular, and are commonly interlayered in the conglomerate. The mudstones are greenish-gray in contrast to the light tan to buff of the sandstone.

Sandy carbonaceous shale, in thin beds and lenses is interlayered with the sandstones and mudstones. The shale is generally greenish gray to dark brown depending on the fossil organic content.

It is in this latter formation that most of the uranium occurrences were originally discovered.

Radioactive anomalies and uranium mineralization were noted by the operator previous to the exploration project, in carbonaceous

shale and sandy beds on the Big Bear No. 1, Big Hole Nos. 3 and 4, and Cactus claims (fig. 2). Two of the radioactive anomalies on the Big Hole Nos. 3 and 4 claims had earlier been drilled by the New World Exploration Company. This early prospecting indicated the presence of ore grade uranium in as many as four separate beds ranging in depth from the surface to 100 feet. The uranium-bearing beds were indicated, from radiometric logging to range from 1 to 5 feet in thickness.

Under the contract 22 holes were drilled. In 16 of the holes anomalous radioactivity was recorded. Radioactivity amounting to 0.1 percent eU or greater was logged in 5 of the holes. However, the radioactive zones were encountered at a number of different levels, ranging from about 5 feet below the collar in hole no. 24 to 290 feet in hole no. 12. Thicknesses of the radioactive zones ranged from 6 inches to 3 feet.

Correlation of assay data between holes is doubtful because of the rapid lateral lithologic change in the rocks. The Arkosic sandstone, carbonaceous mudstone, and conglomerate beds, except in rare instances, were not continuous between holes. However a marked contrast in color and texture exists between the upper or shallow sedimentary deposits and the deeper rocks. The shallower rocks consist of yellow to brown, iron oxide-stained, coarse arkosic sandstone and

boulder conglomerate, whereas the deeper beds are generally gray, fine- to medium-grained arkosic sandstone and conglomerate. Both the upper and lower units contain beds of carbonaceous mudstone and sandy shale.

Drilling under the contract resulted in the discovery of as many as four separate uranium-bearing carbonaceous mudstone and sandstone lenses that range in depth from 5 to 290 feet. The uranium occurrences, however, are apparently lenticular and very limited in horizontal dimension. Mineralized outcrops in the Cactus, Big Bear No. 1, and Big Bear No. 4 claims, and a radioactive anomaly in Big Bear No. 3, previously prospected by the applicant and former owners, were found to have pinched out within 50 to 100 feet of the original discoveries (fig. 2).

Mechanical correlation of the better grade mineralized zones, indicates that the uranium occurs in a north-trending elongate bowl shaped basin. Such correlation based on radiometric assay data but without the benefit of lithologic and structural information, is of course speculative. However it does correspond in a general way to the regional structural setting.

Although uranium appears to be widespread on the Big Bear-Big Hole claim group in the Echo Canyon area, the occurrences are too low in grade, and too limited in lateral extent to be of economic

significance. It is concluded that further exploration in this area would not be likely to discover better grade material nor deposits of significantly larger size to be of economic importance.

ORE RESERVES

Radiometric probing indicated that 5 holes penetrated thin uranium mineralization at depths ranging from 5 feet to 290 feet. Radioactive equivalents of from 0.10 to 0.20 percent U were found, according to the operators' probing. No check probing was done by the DMEA. It is believed that no uranium-bearing material was found that could be considered as ore.

Original program and modifications

The contract provided for three stages of exploratory drilling consisting of 3,965 feet of non-core drilling, 8,095 feet of core drilling, 216 hours of bulldozing, and making 200 chemical analyses. Along with incidental allowance for 12,060 feet of drilling, the total cost was estimated at $39,586.55. Stage I was to consist of a maximum of 16 holes (3,120 feet); Stage II of not more than 23 holes (4,440 feet); and Stage III of not more than 30 holes (4,500 feet). The 16 Stage I holes were finished in August 1956, and a modified Stage II drilling program, consisting of seven holes was approved.

After completing six of the Stage II holes the applicant requested, on October 12, 1955, that the contract be terminated.

Description of the work completed

Sixteen Stage I holes totaling 3,019 feet of drilling, and 6 Stage II holes, totaling 925 feet of drilling, were completed according to the contract. As the results of the drilling were discouraging to the operator, he requested that the contract be terminated. No ore was produced from the property. The results of drilling are shown in Annex 1.

SUMMARY OF FACTUAL DATA

The contract called for a maximum of 12,060 feet of drilling to be done in three stages in which (if Stage I exceeded 3,120 feet of drilling and Stage II exceeded 4,440 feet of drilling) the balance could be taken from 4,300 feet of Stage III drilling. The maximum stipulated costs follow:

Independent contracts

3,965 feet of non-core drilling at $1.75/ft.	$ 6,938.75	
8,095 feet of core drilling at $2.60/ft.	21,047.00	
216 hours bulldozing at $12.50/hr.	2,700.00	
Total Independent contracts		$30,685.75

Fixed unit costs

200 chemical analyses at $3.50 each	$ 700.00		
12,060 feet incidental allowance at $0.68/ft.	8,200.80		
Total Fixed unit costs		$ 8,900.80	
Estimated total cost of project			$39,586.55
Estimated Government participation at 75 percent			$29,689.91

Actual costs

Stage I

735 feet of non-core drilling at $1.75/ft.	$ 1,286.25	
2,284 feet of core drilling at $2.50/ft.	5,710.00	
79 hours bulldozing at $12.00/hr.	948.00	
2 chemical analyses at $3.50 each	7.00	
Incidental expense 3,019 feet at $0.68/ft.	2,052.92	
Total cost Stage I		$10,004.17

Stage II

127 feet non-core drilling at $1.75/ft.	$ 222.25
798 feet core drilling at $2.50/ft.	1,995.00

32 hours bulldozing at $12.00/hr.	$ 384.00		
Incidental expense 925 feet at $0.68/ft.	629.00		
Total cost of Stage II		$ 3,230.25	
Total accepted cost of project			$13,234.42
Government participation at 75 percent			$ 9,925.81

CONCLUSIONS

The operators' statement, which follows, summarizes the conclusions he has reached from the results of the drilling: "Uranium mineralization in sediments underlying the Josey-Roper project area is present in the numerous, small, carbonaceous mudstone lentils and pods associated with cross-bedded arkosic sediments and ancient stream channels. The lentils are low in carbon content and formation porosity, and the uranium mineralization is correspondingly low in concentration.

"Information received from the drilling program conducted on the Josey-Roper project indicates that there is little possibility for the occurrence of uranium-ore deposits of commercial grade or size within the project area."

Although ore grade uranium mineralization was encountered in 5 holes poor lithologic correlation between holes restricts projection of uranium bodies to lenses of small diameter. This feature

coupled with the thickness (6" to 2 feet), depth (5 to 290 feet), and with the low grade of the ore bodies (max 0.2 percent eU), leads to the conclusion that significant uranium deposits are not likely to be found on the property.

The claim group has been adequately explored and further exploration is not likely to discover ore bodies significantly larger or higher in grade than already found.

Annex No. 1

Drill Hole Data

Stage I

Hole No.	Footage non-core	Footage core	Footage total	Percent core recovery	Depth in feet From - To	Gamma-ray log eU (percent)
1	20	60	80	34 ?	39 - 41	0.04
4	62	--	62	--		Barren
6	30	40	70	34		Barren
9	25	271	296	35	267 - 269	0.07
12	60	292	352	24	(90 - 93 (271 - 272 (289 - 291	0.08 0.07 0.11
15	60	290	350	21	(92 - 93 (114 - 116 (147 - 149	0.07 0.06 0.04
18	20	130	150	38		Barren
19	20	70	90	41		Barren
24	10	260	270	34	(5 - 7.5 (89 - 90	0.09 0.09
25	30	270	300	42	(152 - 154 (219 - 220	0.07 0.05
28	6	262	268	27	(48 - 50 (58 - 62 (108 - 111 (250 - 251	0.06 0.10 0.10 0.06
31	50	202	252	10	(136 - 137 (158 - 159 (208 - 209	0.06 0.08 0.07
					([illegible] - [illegible]	

Annex No. 1

Drill Hole Data

Stage I (continued)

Hole No.	Footage non-core	Footage core	Footage total	Percent core recovery	Depth in feet From - To	Gamma-ray log eU (percent)
34	20	130	150	34	33 - 34 98 - 100	0.05 0.09
36	120	--	120	--	18 - 20.5 35 36.5	0.05 0.03
*38	84	--	84	34	54.5- 56	0.07
39	118	7	125	34	18 - 20.5 84.5- 87.5	0.20 0.06
Total (16)	735	2,284	3,019	31.6		

*1 foot of non-core and 1 foot of total footage deducted

Annex No. 1

Drill Hole Data

Stage II

Hole No.	Footage non-core	Footage core	Footage total	Percent core recovery	Depth in feet From - To	Gamma-ray log eU (percent)
					(49 - 50	0.08
					(52 - 53	0.06
35A	28	72	100	10	(68 - 70	0.20
37	20	55	75	31	23 - 24	0.14
40	17	108	125	22		Barren
					(52 - 53	0.16
41	25	175	200	10	(178 - 179	0.08
					(81 - 82	0.05
					(130 - 132	0.08
42	20	130	150	14	(141 - 142	0.06
43	17	258	275	21		Barren
Total (6)	127	798	925	18.0		
Total all holes (22)	862	3,082	3,944	25		

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

224 New Customhouse
Denver 2, Colorado

1/ner Fo Chf 800
January 8, 1957
1-22 225

Mr. Robert C. Park, Agent
Josey and Roper, et al
1706 C. & I. Life Building
Houston, Texas

Re: Docket No. DMEA-3786 (Uranium),
Contract No. Idm-E907
Josey & Roper, et al, a Joint Venture
(Big Bear, et al Claims)
Fremont County, Colorado

Dear Mr. Park:

Final payment under Contract Idm-E907 is being processed by the Government.

During the review of reported project costs by the Contract Administration and Audit Division it was determined that the cost of moving the bulldozer on and off the job is not allowable under the terms of the contract. The following amounts have been disallowed and the Government's percentage of the cost has been deducted from the amount withheld from the final Form MF-104, Operator's Monthly Report and Voucher for September, 1956: -

Month	Amount Disallowed
May, 1956	$ 30.00
June, 1956	100.00
August, 1956	60.00
Total Amount Disallowed	$190.00

If you have any question regarding the disallowance, please feel free to contact this office.

Very truly yours,

Original signed by
W. M. TRAVER

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

JDC:bh
cc-Chm. Op. Comm. (2)
Harshman
Shaw (2)
Townsend
Finance Office, Reg. III
Corres. File E-907
Chron.

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

Mr. Thomas H. Brading
DMEA Auditor
224 New Customhouse Building
Denver 2, Colorado

Re: Report of Review
Idm-E907, DMEA-3786
Jack S. Josey & Frank C. Roper

Dear Mr. Brading:

Receipt is acknowledged of your Report of Review covering the above-cited project.

The report is acceptable and normal distribution may be effected.

Sincerely yours,

C. E. Fisher

for Jay L. Chambers, Chief
Contract Administration
and Audit Division

WBorovies/wb
December 31, 1956

Copy to: Docket
Admr. Reading File
Mr. Chambers

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

224 New Customhouse
Denver 2, Colorado

December 11, 1956

RECEIVED DEC 13 1956 D.M.E.A.

Mr. Robert H. Park
Josey-Roper et al.
1706-7 C. & I. Life Building
Houston 2, Texas

Re: Docket No. DMEA 3786 (Uranium)
Contract No. Idm-E907
Josey-Roper et al., a Joint Venture
(Big Bear et al. claims)
Fremont County, Colorado

Dear Mr. Park:

Enclosed are three Operator's Copies of executed TERMINATION AGREEMENT, which terminated Contract No. Idm-E907, effective as of September 14, 1956.

Final payment to the Operator under the provisions of the Contract will be processed upon release to this office of a Report of Review of reported project costs by the Contract Administration and Audit Division, DMEA, which we expect to have in our hands within this week.

Very truly yours,

Original signed by
W. M. TRAVER

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

JWT:prl

cc: Chairman, Op. Comm. (2)
Townsend
Corres. file
Chron.

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

RECEIVED
DEC 13 1956
D.M.E.A.

224 New Customhouse
Denver 2, Colorado

December 11, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA 3786 (Uranium), Contract No. Idm-E907, Josey-Roper et al., a Joint Venture (Big Bear et al. claims), Fremont County, Colorado

Enclosed are the Government's, Division, and Docket copies of the TERMINATION AGREEMENT, which was forwarded by your letter of October 31, 1956 for signature by members of the joint venture and this office.

Three copies of the TERMINATION AGREEMENT have been forwarded to the Operator, a copy distributed to the Finance Office, Region III, and to others concerned.

W. M. Traver

W. M. Traver

Enclosures

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

224 New Customhouse
Denver 2, Colorado

December 11, 1956

RECEIVED
DEC 13 1956
D.M.E.A.

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA 3786 (Uranium), Contract No. Idm-1967, Josey-Roper et al., a Joint Venture (Big Bear et al. claims), Fremont County, Colorado

Enclosed are the original and one copy of a final report submitted by the Operator pertaining to work completed under the subject contract.

The report was received by the Bureau of Mines Office at Denver Federal Center on September 24, 1956, as a part of the Operator's final accounting report. Therefore, forwarding copies of the report has been delayed pending resolution of matters with the Operator which were a prerequisite to processing the accounting report.

The Field Team final report will be submitted as soon as the engineering and geologic sections are available.

W. M. Traver

W. M. Traver

Enclosures

See Envelopes for Maps + Charts.

RECEIVED
SEP 24 1956
Div. of Mineral Technology
BUREAU OF MINES
Denver Experiment Station
Denver, Colorado

FINAL REPORT

JOSEY-ROPER CORE DRILLING PROJECT

BIG HOLE AREA, FREMONT COUNTY, COLORADO

Period from May 5, 1956 to September 13, 1956

Docket DMEA 3786 (Uranium)
Contract Idm-E907

Drilling Data

Drilling operations on the Josey-Roper Project were completed at 5:00 p.m., September 13, 1956. Four core holes were drilled during the period from September 1 to September 13, 1956. Schedule of holes drilled is as follows:

Hole No.	Date Commenced	Date Completed	Total Depth	Footage Non-Core	Footage Cored	Core Rec.
35&35A*	8-27-56	9-1-56	100'	28'	72'	10.2%
41	9-4-56	9-7-56	200'	25'	175'	10.0%
43	9-7-56	9-12-56	275'	17'	258'	21.0%
42	9-12-56	9-13-56	150'	20'	130'	13.5%

* Data on core hole Nos. 35 and 35A is combined as follows: C. H. No. 35 was commenced on August 27, 1956, drilled to;28', cored to 55', and abandoned August 28, 1956 at 55' with a diamond bit in the hole. C. H. No. 35A, located 20' south of No. 35, was commenced on September 1, 1956, drilled to 55', and cored to 100', and completed the same date.

Anomalous radioactivity was recorded by gamma ray log as follows:

C. H. #35	.075%Ue	49-50';	.065%Ue	52-53'
	.20 %Ue	68-70'.		

C. H. #41	.16%Ue	52-53';	.075%Ue	178-179'
C. H. #42	.05%Ue .055%Ue	81-82'; 141-142'.	.085%Ue	130-132;
C. H. #43	None			

A total of 22 holes were drilled on the project. Total footage drilled and cored during Stage I is as follows:

Calendar Month	Total Footage	Footage Drilled	Footage Cored	Percent Cored
May	692	455	237	34.2
June	1,086	91	995	91.6
July	652	90	562	86.2
August (12)	590	100	490	83.0
	3,020	736	2,284	75.6

Total footage drilled and cored during Stage II is as follows:

August	200	37	163	82.0
September	725	90	635	87.5
	925	127	798	86.3

Total footage drilled and cored during the project period is as follows:

Stage	Total Footage	Footage Drilled	Footage Cored	Percent Cored
I	3,020	736	2,284	75.6
II	925	127	798	86.3
	3,945	863	3,082	78.3

Anomalous radioactivity was found by gamma ray log in 16 of the 22 holes drilled. Radioactivity recorded as 0.2%Ue or above was found in 2 holes, Nos. 39 and 35. Radioactivity recorded in the range from 0.10%Ue to 0.19%Ue was found in 3 holes, Nos. 12, 37, and 41.

No core recovery of a radioactive zone was effected, so no core

analyses were made. The gamma ray logging equipment was calibrated in the test hole at the AEC laboratory in Grand Junction, Colorado.

Area Geology

Information gained from drilling outlined the presence of a narrow, elongate, north-south trending sedimentary basin which widens and deepens in the northern part of the project area. The basin is ringed by steep, mountainous ridges formed of granite and feldspathic rocks.

Sediments in the narrow portion of the basin reflect proximity to granitic source rocks by the character of the coarse-grained, angular, quartz and arkosic sandstone and conglomerate, and thick, poorly-cemented, boulder and pebble beds. The northern part of the project area is underlain by fine-grained, well-sorted clastic sediments. Fine-to-medium grained quartz and arkosic sandstone, shaley and argillaceous sandstone, and sandy shale characterize deposits in this part of the basin.

Correlation of stratigraphic horizons from hole to hole is difficult due to the rapid lateral changes present in the deposits; however, a general correlation may be made of the contact between the distinctive upper, brown and yellow, iron-oxide stained, coarse arkosic and boulder conglomerate horizon and the lower, finer-grained, gray, arkosic sandstone and conglomerate.

Normal dip of the sediments is to the north, while dip of the topographic slope is to the south at 450' per mile. This reversal of dip direction gives evidence of relatively recent uplift of the

basin on the north end.

Mineralization

Uranium mineralization is present in the outcrop within the project area and on adjoining claims in thin, brown and maroon, trashy mudstone lentils and pods located in areas of lacustrine and fluviatile crossbedding and ancient stream channels in the arkosic sediments. The mineralization is associated with the carbonaceous material present in the mudstone lentils, and since both carbon content and formation porosity is relatively low within the mudstone host rock, uranium mineralization is correspondingly low in concentration.

As discovered by drilling, numerous thin, low-grade radioactive zones are present throughout the sedimentary basin. This feature is a reflection of the highly erratic depositional history of the basin. Sedimentary formations present were deposited under varied conditions of climate, topography, and repeated uplift and degradation of the surrounding highland area. Geologic conditions conducive to deposition of small mudstone lentils and pods were repeated many times throughout the depositional history of the basin. The mudstone lentils and pods are small in areal extent and do not connect laterally.

Conclusion

Uranium mineralization in sediments underlying the Josey-Roper project area is present in the numerous, small, carbonaceous mudstone lentils and pods associated with cross-bedded arkosic sediments and ancient stream channels. The lentils are low in carbon content and

formation porosity, and the uranium mineralization is correspondingly low in concentration.

Information received from the drilling program conducted on the Josey-Roper Project indicates that there is little possibility for the occurrence of uranium ore deposits of commercial grade or size within the project area.

Respectfully submitted,

Jack Q. Frizzell

Jack Q. Frizzell, Geologist
Project Supervisor

JQF:mer

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

224 New Customhouse
Denver 2, Colorado

December 10, 1956

RECEIVED DEC 13 1956 DMEA

Messrs. Frank C. Roper and
Jack S. Josey
1706-7 C. & I. Life Building
Houston, Texas

Re: Docket No. DMEA 3786 (Uranium)
Contract No. Idm-E907
Jack S. Josey and Frank C. Roper
et al., a Joint Venture
(Big Bear et al. claims)
Fremont County, Colorado

Gentlemen:

Form MF-104, Operator's Monthly Report and Voucher, for September, 1956, has been received in this office and is being processed for payment. An amount of $500.00 is withheld from reimbursement pending resolution of matters relative to closing the account, which includes:

1. Return to this office of the original and seven properly executed copies of a proposed TERMINATION AGREEMENT which was forwarded to you November 6, 1956.

2. Release to this office of a Report of Review of contract expenditures by the Contract Administration and Audit Division, DMEA.

Very truly yours,

Original signed by
W. M. TRAVER

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

JDC:ewa

cc: Chairman, Op. Comm. (2)
Harshman
Shaw (2)
Townsend
Corres. E907
Chron.

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

224 New Customhouse
Denver 2, Colorado

CERTIFIED MAIL

December 6, 1956

RECEIVED DEC 10 1956 D.M.E.A.

Messrs. Frank C. Roper
and Jack S. Josey
1706-17 C. & I. Life Building
Houston, Texas

Re: Docket No. DMEA 3786 (Uranium)
Contract No. Idm-E907
Josey & Roper et al., a joint
venture (Big Bear et al. claims),
Fremont County, Colorado

Gentlemen:

By letter of November 6, 1956, we forwarded to you the original and seven copies of a proposed TERMINATION AGREEMENT for signature by the parties concerned and requested that after signature all copies be returned to us.

Inasmuch as considerable time has elapsed and we have not received the executed copies of the TERMINATION AGREEMENT, we will appreciate advice by return mail as to the reasons for the delay and advice as to the date on or before which we can expect to receive the executed copies of the TERMINATION AGREEMENT.

Very truly yours,

Original signed by
W. M. TRAVER

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

JWT:prl

cc: Chairman, Op. Comm. (2)
Harshman
Shaw
Townsend
Corres. file
Chron.

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

RECEIVED NOV 16 1956 DMEA

224 New Customhouse
Denver 2, Colorado

November 14, 1956

Mr. Robert H. Park, Agent
Josey and Roper, et al., a joint venture
1706-7 C & I Life Building
Houston 2, Texas

Re: Docket DMEA 3786 (Uranium)
Contract Idm-E907
Josey and Roper, et al., a joint venture
(Big Bear, et al claims)
Fremont County, Wyoming

Dear Mr. Park:

Reference is made to our letter to you dated October 12, 1956 and your reply of October 22, 1956 to this office, relative to the Accounting Report for August, 1956 and the Progress Report and Accounting Report for September, 1956.

These reports have not yet been received by the Government, therefore we will appreciate advice by return mail as to when we may expect to receive them.

Very truly yours,

Original signed by
W. M. TRAVER

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

Copy to:
Jack O. Frizell,
Consulting Geologist
7114 Central Ave., S.E.
Albuquerque, N. M.

JDC:jy
cc: Corresp. E907
Chm. Op. Comm. (2)
Harshman
Shaw (2)
Townsend
Chron.

700

Ching
file
Talbot
Selfridge
Mathews

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

OCT 31 1956

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

Re: Docket No. DMEA-3786 (Uranium)
Contract No. Idm-E907
Josey and Roper, et al.
Big Bear, et al., Claims
Fremont County, Colorado

Dear Mr. Traver:

In accordance with our teletype of October 19, 1956, we are enclosing the original and seven copies of a proposed Termination Agreement between the Government and the subject Operator, to be executed by you. You will note that three of the copies are for the use of the Operator.

If you and the Operator find the agreement in order, please have it executed as specified, and make the indicated distribution thereafter. If the agreement is not satisfactory, please return all copies to this office together with the suggested changes.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

Enclosures

APPROVED:

Frank D. Lamb
Member, Bureau of Mines

Thor H. Kiilsgaard
Member, Geological Survey

MChing/izm 10-25-56
cc to: Docket
Code 700
Mr. Ching
Admr.'s Reading File
Operating Committee
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

R.C.S.

FILE COPY
Surname:
Ching
Ching
Kilson
Davis
Selfridge
Mittelsdorf

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

DEPARTMENT OF THE INTERIOR

DMEA

OCT 19 1956

14X4401(01) Revolving Fund,
Defense Production Act,
Interior (Allocated Working Fund to the
Office of the Secy.)

T E L E T Y P E

W. M. TRAVER
EXECUTIVE OFFICER
DMEA FIELD TEAM, REGION III
224 NEW CUSTOMHOUSE BUILDING
DENVER 2, COLORADO

REURMEM OCTOBER 11 JOSLY AND ROPER, ET AL. DOCKET 3786

CONTRACT E907. WE WILL PREPARE TERMINATION AGREEMENT FOR YOUR

SIGNATURE.

George C. Selfridge

CHAIRMAN, OPERATING COMMITTEE

MChing/izm 10-19-56
cc to: Docket
Code 700
Mr. Ching
Admr.'s Reading File
Operating Committee
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA
Confirmation to Reg. III

R.C.S.

700

FILE COPY
Surname:
Ching
Ellis

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

October 19, 1956

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division

Subject: Preparation of Termination Agreement
Docket No. DMEA-3786 (Uranium)
Contract No. Idm-E907
Josey & Roper, et al.
Big Bear, et al., Claims
Fremont County, Colorado

Will you kindly prepare a Termination Agreement between the Government and the subject Operator in accordance with the attached draft. The agreement should be prepared for the signature of the Executive Officer of Region III on behalf of the Government.

/s/ Ernest Wm. Ellis

Ernest Wm. Ellis

Attachment

MChing/izm 10-19-56
cc to: Docket
Code 700
Mr. Ching

Rough Draft
MChing/iam
10-19-56

TERMINATION AGREEMENT

It is agreed this _____ day of _____, 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Jack S. Josey and Frank C. Roper, partners; Marmik Oil Company, an Arkansas Corporation; and Amurex Oil Company, a Delaware Corporation; a Joint Venture, hereinafter called the "Operator," parties to that certain Exploration Project Contract No. Idm-E907, Docket No. DMEA-3786, dated March 29, 1956, hereinafter called the "Contract," that:

1. Effective as of September 14, 1956, the Contract and all obligations of the parties thereunder, except as otherwise herein expressly provided, shall be and are hereby terminated;
2. The Government shall contribute to allowable costs incurred prior to said effective date; and shall contribute to allowable costs incurred or to be incurred beginning with said effective date in performing winding-up and settlement actions provided for in the contract, including the making and rendering of reports and accounts;
3. The Operator shall promptly perform all winding-up and settlement actions provided for in the Contract, including the rendering of the final report and final account;

4. All rights of the Government provided for in the Contract with respect to a certification of discovery or development, percentage royalty and lien for its payment, records, audit, and recovery of any over-payments, are ~~preceived~~ preserved; and

5. The Operator hereby releases and agrees to save the Government harmless from all claims or demands under or arising out of said Contract, except as otherwise provided in this termination agreement.

In Witness Whereof, these parties have executed this agreement as of the day and year first above written.

RECEIVED
OCT 1 5 1956

224 New Customhouse
Denver 2, Colorado

October 12, 1956

Messrs. Frank C. Roper
and Jack S. Josey
1706-17 C. & I. Life Building
Houston, Texas

Attention:

Robert C. Park, Agent

Re: Docket DMEA 3786 (Uranium)
Contract Idm-E907
Josey and Roper et al., a joint venture
Big Bear et al. claims
Fremont County, Wyoming

Gentlemen:

Receipt is acknowledged of the following reports, all signed by Mr. Jack C. Frizzell, Geologist.

1. "Final Report, Stage I Drilling Program"
2. "Final Report" covering work under Stages I and II
3. "Progress Report, August, 1956"

We have not as yet received the following reports, which should be forwarded to the Government at the earliest possible date.

1. Accounting Report for August, 1956, including the accounting forms and cost documentation
2. Operator's Progress Report and Accounting Report for September, 1956

The matter of terminating the contract in its present status, prior to completion of all work outlined in the contract has been referred to the Washington office for their consideration and appropriate action, on which you will be informed at a later date.

Very truly yours,

E. N. Harshman

E. N. Harshman
Acting Executive Officer,
DMEA Field Team, Region III

JDC:jy
cc: Corresp. E907
Sec. Op. Comm. (2)
Harshman
Shaw (2)
Townsend Chron.

Copy to: Jack C. Frizzell,
Geologist

10/16/56

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

RECEIVED
OCT 15 1956

224 New Customhouse
Denver 2, Colorado

October 11, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Acting Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA 3786 (Uranium), Contract No. Idm-E907, Josey & Roper et al. (Big Bear claims et al.), Fremont County, Colorado.

Enclosed is the following material pertaining to termination of the subject contract:

1. The original and three copies of a letter dated September 14, 1956 from Jack Q. Frizzell, Geologist for the joint venture.

2. The original and three copies of a joint memorandum report from W. D. McMillan, Mining Engineer, Bureau of Mines, and Robert U. King, Geologist, Geological Survey.

The Operator drilled twenty-two holes under the contract, aggregating 3,945 feet, which is only about one-third of the total work outlined under the contract.

Because of the results obtained from drilling, the examining team recommends termination of the contract in its present status without issuing a Certificate of Discovery or Development, in which this office concurs.

Please advise if the Termination Agreement will be prepared in your office or if it is to be prepared by this office.

E. N. Harshman

E. N. Harshman

Enclosures

DMEA
DEPARTMENT OF THE INTERIOR
SEP 17 1956
REGION III
DENVER, COLORADO

September 14, 1956

Re: Docket DMEA 3786 (Uranium
Contract Idm E-907
Termination of Project

Mr. W. M. Traver
224 New Customhouse Bldg.
Denver 2, Colorado

Dear Mr. Traver:

Drilling on the Josey-Roper Project, Big Hole Area, Fremont County, Colorado, was terminated at 5:00 P. M., September 13, 1956, with the completion of core hole #42. Core hole #30 was not drilled under Stage II drilling since it was decided that drilling of the hole in an alternate location, as requested by me on August 28, 1956, would not be beneficial to the project. This decision was made after examination of the site in the field by W. D. McMillan, U. S. Bureau of Mines representative, and telephone conversation held with Josey and Roper.

A final report of findings is being prepared at present and will be forwarded to Mr. Shaw as soon as possible.

Sincerely yours,

Jack Q. Frizzell

Jack Q. Frizzell, Geol.

September 14, 1956

Re: Docket DMEA 3786 (Uranium
Contract Idm E-907
Termination of Project

Mr. J. W. Traver
224 New Customhouse Bldg.
Denver 2, Colorado

Dear Mr. Traver:

Drilling on the Josey-Roper Project, Big Hole Area, Fremont County, Colorado, was terminated at 5:00 P. M., September 13, 1956, with the completion of core hole #42. Core hole #30 was not drilled under Stage II drilling since it was decided that drilling of the hole in an alternate location, as requested by me on August 28, 1956, would not be beneficial to the project. This decision was made after examination of the site in the field by J. D. McMillan, U. S. Bureau of Mines representative, and telephone conversation held with Josey and Roper.

A final report of findings is being prepared at present and will be forwarded to Mr. Shaw as soon as possible.

Sincerely yours,

Jack G. Frazee II, Sr.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

RECEIVED
OCT 1 1956

REGION III

DMEA
DEPARTMENT OF THE INTERIOR
OCT 9 1956
REGION III
DENVER, COLORADO

Building 20
Denver Federal Center
Denver 2, Colorado
October 8, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III

From: W. D. McMillan
Robert U. King

Through: John F. Shaw JFS
E. N. Harshman ENH

Subject: Docket DMEA 3786 (Uranium) Contract Idm-E907,
Jack S. Josey and Frank C. Roper,
(Big Bear, Big Hole claim Group)
Fremont County, Colorado -- Termination of Contract

Jack Q. Frizzell, geologist for Josey-Roper, requested in a letter to the Executive Officer, Region III, dated September 14, 1956, that drilling under the subject contract be terminated. He stated that in his opinion further drilling would not result in significant discoveries of uranium deposits.

Results of DMEA exploratory drilling on the subject property have not been encouraging. From May 5, 1956, to September 13, 1956, 16 Stage I holes and 6 Stage II holes, totaling 3945 feet were completed. Holes were drilled on rows from 400 to 500 feet apart, the holes being spaced along the fences at 400- to 600-foot intervals (fig. 1). The drilling program was designed to explore for uranium deposits in sedimentary, arkosic sandstones, shales and conglomerates, presumably of early Tertiary age and of terrestial and fluviatile origin. The beds have an easterly strike, and dips range from 20° N. to 25° NE. Of the 22 holes completed, anomalous radioactivity was found in 16 holes. Radioactivity that recorded 0.20% U_3O_8e or above was found in Holes 35 and 39, and radioactivity that recorded from 0.10% to 0.19% U_3O_8 was found in Holes 12, 37 and 41.

The radioactive anomalies were found in thin beds ranging in depth from 7.0 to 250 feet, but could not be correlated from hole to hole. They were mainly in mudstone where no samples were taken.

Uranium mineralization is found in small carbonaceous mudstone lentils and pods associated with cross-bedded arkosic sediments. The examining team concludes that there is little possibility that additional drilling will discover uranium deposits of commercial grade and size, and recommend that the contract be terminated without a Certificate of Discovery.

W. D. McMillan
Mining Engineer

Robert U. King
Geologist

WDM/mw
cc: 9
Idm-E907
Chron
ENHarshman

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

224 New Customhouse
Denver 2, Colorado

September 19, 1956

Mr. Jack Q. Frimmell, Consulting Geologist
Jack S. Josey and Frank C. Roper, Partners;
Marmik Oil Company; and Amurex Oil Company;
A Joint Venture
Room 12, Queen's Rest Court
Highway 115
Canyon City, Colorado

Re: Docket DMEA 3786 (Uranium)
Contract Idm-E907
Josey and Roper, et al.
Big Bear claims, et al.
Fremont County, Colorado

Dear Mr. Frimmell:

Enclosed herewith are all copies of the Monthly Narrative Progress Report for the above contract for July, 1956 which have not been signed.

Please sign and return all copies as soon as possible in order that the July voucher may be processed for payment.

Very truly yours,

W. M. TRAVER

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

Enclosures

Copy to:
Robert H. Park, Agent
1706 C & I Life Building
Houston 2, Texas

JDC:jy
cc: Corresp. E907
Sec. Op. Comm. (2)
Shaw (2)
Townsend
Cooper
Chron.

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

RECEIVED
SEP 21 1956

224 New Customhouse
Denver 2, Colorado

September 18, 1956

Mr. Robert H. Park, Agent
1706 C. & I. Life Building
Houston, Texas

Re: Docket DMEA 3786 (Uranium)
Contract Idm-E907
Josey & Roper et al.
(Big Bear et al. claims)
Fremont County, Colorado

Dear Mr. Park:

We have a letter dated August 31, 1956 over the signature of Jack Q. Frizzell, Project Supervisor of the captioned contract, which requests relocation of core drill hole No. 30 as No. 30A, and abandonment of the original hole.

Mr. Frizzell, on September 14, 1956, wrote further requesting that core drill hole No. 30 not be drilled either at the original location or at a new alternative location, and that the project be terminated.

Accordingly, we are disregarding the request of August 31, 1956, and have referred the request for termination, dated September 14, 1956, to the field for recommendation.

You will be advised of the outcome.

Very truly yours,

W. M. TRAVER

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

cc: Mr. Jack Q. Frizzell
Project Supervisor
Josey & Roper et al.
Room 12, Queen's Rest Court
Highway 115
Canon City, Colorado

WMT:prl
cc: Sec. to Oper. Comm. (2)
Corres. E907
Shaw (2)
Harshman
Townsend
Chron.

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

RECEIVED
SEP 19 1956

224 New Customhouse
Denver 2, Colorado

September 17, 1956

Memorandum

To: John F. Shaw (2) - w/one copy of Operator's letter
E. N. Barshman - " " " " " "

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Contract Idm-E907, Jack S. Josey and Frank C. Boyer et al. (Big Bear et al. claims), Fremont County, Colorado.

Attached is a copy of a letter from the Operator of the subject contract, wherein he requests termination of the contract.

Please let us have a joint memorandum of your recommendations, returning at that time the attached copy of the letter.

W. M. TRAVER

W. M. Traver

WMT:prl

cc: Sec. to the Op. Comm. (2)
Corres. E907
Townsend
Chren

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

RECEIVED
SEP 12 1956

224 New Customhouse
Denver 2, Colorado

September 10, 1956

Mr. Robert H. Park, Agent
Jack S. Josey and Frank C. Roper, Partners
Marmik Oil Company and Amurex Oil Company;
a joint venture
1706 C & I Life Building
Houston, Texas

Re: Docket DMEA 3786 (Uranium)
Contract Idm-E907
Josey and Roper, et al.
Big Bear claim group
Fremont County, Colorado

Dear Mr. Park:

Form MF-104, Operator's Monthly Report and Voucher, for the month of June, 1956 has been received in this office and is being processed for payment with the following deductions.

Bulldozing

A total of 52 1/2 hours of bulldozing time was consumed during June, 1956 in the preparation of access roads and drill hole sites. The sites were prepared for

1. Stage I and Stage II holes which have been approved by the Government for drilling.

2. Tentative Stage II holes which have not been requested for drilling.

3. Proposed Stage II holes which have been denied by the Government.

Costs for the above bulldozing are approved, suspended and disallowed according to the following table.

		Drill Sites Prepared For			Prorated Bulldozing Time		
Date	Hours	Holes Approved	Holes Not Yet Requested	Holes Denied	Hours Approved	Hours Suspended	Hours Denied
6-5-56	8	2	0	0	8	0	0
6-6-56	7	0	3	3	0	3 1/2	3 1/2
6-7-56	8	1	3	0	2	6	0
6-8-56	8	0	0	3	0	0	8
6-9-56	7 1/2	0	0	2	0	0	7 1/2
6-10-56	7	7	0	0	7	0	0
6-12-56	7	0	1	1	0	3 1/2	3 1/2
Totals	52 1/2	--	--	--	17*	13	22 1/2

* 10 hours moving time at $10.00 per hour is also approved.

Suspended

13 hours bulldozing time at $12.00 per hour. The suspended costs will be subject to reclaim to the extent that the holes involved are subsequently approved for drilling.

Disallowed

22 1/2 hours bulldozing at $12.00 per hour.

You will note that the hours of bulldozing time approved, suspended and disallowed is prorated according to the number of drill hole sites prepared. If you have a breakdown of the actual time consumed in preparation of the individual drill hole sites, we request that you submit it to this office in order that we may make a more proper analysis of the time to be approved, suspended and disallowed.

Please delete on subsequent reporting Forms MF-104 and MF-104A, the units of work and costs which have been suspended and disallowed.

We note that on Form MF-104A in the column headed "Unit Costs to Date" you are entering the total costs to date for each item of work. The average cost to date per unit of work is to be entered in that column.

JDC:jy
cc: Corresp. E907
MF-104 File E907
Sec. Op. Comm. (2)
Shaw (2)
Townsend
Chron.

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.

RECEIVED
SEP - 4 1956

224 New Customhouse
Denver 2, Colorado

August 31, 1956

Mr. Robert H. Park, Agent
Jack S. Josey and Frank C. Roper, Partners
Marmik Oil Company, an Arkansas Corporation
Amurex Oil Company, a Delaware Corporation -
A Joint Venture
1706 C & I Life Building
Houston, Texas

Re: Docket DMEA 3786 (Uranium)
Contract Idm-E907
Josey and Roper, et al
Big Bear claim group
Fremont County, Colorado

Dear Mr. Park:

Form MF-104, Operator's Monthly Report and Voucher, for May, 1956 has been received in this office and is being processed for payment.

A disallowance has been made for the cost of one foot of non-core drilling and the incidental allowance for one foot of drilling in hole No. 38. The geologic and radiometric logs indicate that only 84 feet was drilled in this hole, whereas the cost of 85 feet was reported on Forms MF-104 and MF-104A.

We note that incidental allowance for the footage drilled was entered in the wrong space on Form MF-104A. Incidental allowance should be entered on the upper section of the form, in any of the spaces provided, by crossing out one of the items which is not applicable and substituting "Incidental Allowance." It is necessary that the units as well as costs for this item be entered on the form.

You are correct in your determination that documentation is not required for the items listed under "Fixed Unit Costs" in Exhibit "A" of the contract.

With the exception of the above statement relative to incidental allowance, the May, 1956 report was properly completed and documented.

Very truly yours,

W. M. TRAVER

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

JDC:jy

cc: Corresp. E907
Sec. Op. Comm. (2)
Shaw (2)
Townsend
Chron.

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

RECEIVED
AUG 13 1956

224 New Customhouse
Denver 2, Colorado

August 10, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Contract Idm-E907, Jack S. Josey and Frank C. Roper, Partners; Marmik Oil Company and Amurex Oil Company, a joint venture (Big Bear et al. claims), Fremont County, Colorado.

Enclosed are four copies of project work approval issued by the DMEA Field Team, Region III.

Also enclosed are three copies of the Operator's request for the work approval and four copies of a joint memorandum, dated August 6, 1956, from W. D. McMillan, Mining Engineer, Bureau of Mines, and R. U. King, Geologist, Geological Survey, pertaining to the Operator's request.

Copies of the work approval have been distributed to the Finance Office, Region III, and others concerned.

W. M. Traver

W. M. Traver

Enclosures

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

RECEIVED
AUG 13 1956

224 New Customhouse CERTIFIED MAIL
Denver 2, Colorado AIR MAIL August 10, 1956

Mr. Frank C. Roger
Jenny & Roger et al.
1706-17 C. & I. Life Building
Houston, Texas

Re: Docket DMEA 3786 (Uranium)
Contract IDm-8907
Jack E. Jenny and Frank C.
Roger, Partners; Harvik Oil
Company and Amurex Oil Company,
a Joint Venture
(Big Bear et al. claims)
Fremont County, Colorado

Dear Mr. Roger:

In reference to your request of July 9, 1956, and consistent with provisions in the contract, the Government's approval relative to drilling under Stage II of the contract is as follows:

Stage II Drill Holes Nos. 3-A, 3, 5, 7, 8, 10, 11, 26, 27, 33, and 29, as shown on the map, "Figure 2", attached to the contract, will not be drilled.

The Government approves the following holes for drilling under Stage II:

Hole No.	Recommended depth	Remarks
37	75 ft.	Depth based on information in adjacent holes.
35	100 ft.	Depth based on information in adjacent holes.
30	225 ft.	Depth based on information in adjacent holes.
9	125 ft.	Substituted for holes 33 & 29.

Hole No.	Recommended depth	Remarks
41	200 ft.	Substituted for holes 7 & 8.
42	150 ft.	Substituted for holes 27 & 26.
43	275 ft.	Substituted for holes 10 & 11.

The locations of the above approved Stage II drill holes are shown on the map entitled, "Figure 2. - Map of Jersey-Roper Claims Showing Location of Existing and Proposed Drill Holes, Fremont County, Colorado," which is attached hereto and made a part of this work approval.

The Government's approval of additional drilling under Stage II will depend upon the results of Stage I drill holes Nos. 13, 18, and 19.

Action on Stage III drilling will not be taken until all Stage I and Stage II drilling has been completed and the results thereof made available to the Government.

Nothing in this work approval shall be construed to increase the estimated total cost of the project, the aggregate amount which the Government may be required to contribute, the fixed unit cost of any item of work, nor any item of allowable cost which is expressly designated "maximum."

Very truly yours,

DMEA Field Team, Region III

W. H. Trover

E. E. Harshman

Enclosure

cc: Mr. Jack G. Frizzell, Geologist
Project Supervisor
Room 18, Queen's Rest Court
Highway 115
Canon City, Colorado
(Figure
Chairman, Sp. Comm. (4)
Finance Office, Reg. III
Incumbent file, Reg. III
(2)
File
Chron.

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Defense Minerals Exploration Administration
Denver Federal Center
Denver, Colorado

DMEA
Date Rec'd.
AUG 10 1956
BUREAU OF MINES
Denver, Colorado
RECEIVED
AUG 13 1956

August 6, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III
Through: John F. Shaw
E. N. Harshman

From: W. D. McMillan
R. U. King

Subject: DMEA Docket 3786, (Uranium) Contract Idm-E 907, Jack S. Josey and Frank C. Roper, Big Hole-Big Bear claim group, Fremont County, Colorado. Application for Stage II drilling.

An examination of the subject property was made on August 2, 1956, accompanied by Jack A. Frizell, Geological Project Supervisor for the operator.

At the time of the examination core hole 15 had reached a depth of 310 feet. This hole had found indications of uranium mineralization that possibly can be correlated with uranium-bearing beds found in hole nos. 12 and 25. Hole no. 15 will be continued to a depth of 400 feet. The only remaining Stage I holes not completed are nos. 18 and 19.

Uranium mineralization has been recorded by gamma-ray logs in 11 of the 13 holes completed to date, with hole no. 39 showing ore-grade material.

Because of the relatively low and uniform grade of uranium mineralization encountered (0.04 - 0.11 percent eU_3O_8) in the 13 holes at depths between 5 and 291 feet, it is recommended that exploration under Stage II be modified and reduced as follows:

Recommended Stage II exploration

(1) Hole No.	Recommended depth	Remarks
37	75 ft.	Depth based on information in adjacent holes.
35	100 ft.	Depth based on information in adjacent holes.
30	225 ft.	Depth based on information in adjacent holes.
40	125 ft.	Substituted for holes 33 & 29
41	200 ft.	Substituted for holes 7 & 8
42	150 ft.	Substituted for holes 27 & 26
43	275 ft.	Substituted for holes 10 & 11

(2) It is recommended that the applicant's request to eliminate holes 2a, 3, and 5 from Stage II drilling, due to their proximity to underlying granite, be approved.

(3) The applicant's proposal to drill offset holes around existing hole no. 39 should be considered only under Stage III exploration.

(4) The applicant's request to retain one undrilled location (out of holes 2a, 3, and 5) to offset Stage II drilling should be denied and should be considered only under Stage III exploration.

The location of recommended Stage II holes are shown on the accompaning map (fig. 2 - DMEA Docket 3786).

Note: Exploration of the northwest part of the property under Stage II will have to be consequent to completion of Stage I holes 15, 18, and 19.

L. A. Everett for
W. D. McMillan
Mining Engineer

R. U. King
R. U. King
Geologist

DMEA
Date Rec'd.

JUL 27 1956

BUREAU OF MINES
Denver, Colorado

RETURN ADDRESS
1706 C & I Life Bldg
Houston, Texas,
July 9, 1956.

MR. JOHN F. SHAW
U. S. Bureau of Mines
Room 137, Building 20
Denver Federal Center
Denver 2, Colo.

RECEIVED
AUG 13 1956

Re: Contract Idm E-907
Docket DMEA 3786 Uranium
Big Bear et al Claims
Fremont County, Colo.

Dear Mr. Shaw:

Application is hereby being made to subject contract for Stage No. 2 core drilling.

Proper maps, charts, logs, radiometric probing and chemical assays are enclosed as requested by Mr. W. M. Traver in his communication of April 16, 1956 directed to Jack S. Josey, Frank C. Roper et al.

I trust that the enclosed meets with your requirements and approval.

Thanking you very much for an early reply, I am

Very truly yours,

Jack S. Josey, Frank C.
Roper, Marmik Oil Company;
and Amurex Oil Company

BY: Frank C. Roper

Frank C. Roper

Encls.

JOSEY-ROPER CORE DRILLING PROJECT

BIG HOLE AREA, FREMONT COUNTY, COLORADO

Recommendation for Stage II Drilling Program

Docket DMEA 3786 (Uranium)
Contract Idm-E907

Drilling during Stage I on the Josey-Roper Project revealed the presence of a relatively deep sedimentary basin underlying the northern portion of the Project area with a shallower, less well-defined basin flanking to the south and east. Sandstone, shale, argillaceous sandstone, and arkosic conglomerates are the predominant sedimentary deposits in the deeper basin to the north, while heavy boulder beds, course conglomerates, and fragmental arkosics, characteristic of outwash-plain deposition, are present in the shallower structure.

Outcrop uranium mineralization is present in bedded deposits at several occurrences within the project area. The deposits are usually found in the thin, dark gray, brown, and maroon mudstone beds deposited at localities of ancient stream cross-bedding and in scour-and-fill structures. Laminated and disseminated carbon trash generally is associated with the mineralized deposits. Mineralization also occurs in arkosic sandstones which are in contact with mudstone lentils, or which contain thin, silty carbonaceous laminae.

Anomalous subsurface mineralization was recorded by

gamma-ray log in all of the holes drilled with the exception of holes #4 and #6. Mineralized zones encountered ranged from 5' to 250' in depth, 1' to 3' in thickness, and 0.03%Ue to 0.23%Ue in grade. Commercial mineralization was recorded in C. H. #39 and in experimental hole #39b, located 10' north of #39. The mineralization, which occurred from 17' to 19' in a dark gray, silty, carbonaceous mudstone, was recorded as 0.2%Ue in #39 and 0.23%Ue in #39b. Chemical analysis of a 4 inch section of core recovered from #39b assayed 0.07% U3O8. Core recovery through the zone was very poor and it is probable that the 4 inch section assayed represented fringe mineralization overlying or underlying the main zone. (Examine accompanying map for depth, thickness, and mineralization data for holes drilled to date).

Definite stratigraphic or gamma-ray correlations are not evident from drilling information as yet received. Additional drilling at locations between Stage I holes probably will reveal stratigraphic relationships from hole to hole, particularly in the northern part of the area.

Conclusions and recommendations

Uranium mineralization has been recorded by gamma-ray log on ten of the twelve core holes completed to date. Commercial mineralization occurs in C. H. #39, and below commertial grade deposits are present in the nine other mineralized holes. Drilling has revealed the presence of a sedimentary basin under-

lying the north part of the area in which fine-grained clastic sediments are deposited, thus being more favorable geologically for the concentration of uranium mineralization than the shallower basin on the south.

The relatively abundant occurrence of uranium-bearing zones plus the presence of favorable sedimentary conditions present sufficient cause for further drilling to be carried out in order to supplement exisiting information and to more thoroughly explore the productive potential of the project.

I recommend that the drilling program for State II be carried out as designated in Contract Idm-E907 with the following exceptions:

1. Core holes #2a, #3, and #5 not be drilled due to their being located in proximity to the granitic intrusives dipping under the valley fill on the southwest side of the project area.
2. Two of the undrilled locations be moved to positions 150' south and north on a bearing of S15°30'W of core hole #39. Since this is the only hole in which commercial mineralization has been found, an attempt should be made to ascertain the extent of the uranium-bearing horizon underlying that locality.
3. Retain one undrilled location unassigned as to location in the event that drilling now in progress

reveals any condition to which an offset core hole would be beneficial to Stage II information.

Respectfully submitted,

Jack Q. Frizzell

Jack Q. Frizzell, Geologist
Project Supervisor

JQF:mer

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

Big Bear Customhouse CERTIFIED MAIL
Denver 2, Colorado AIR MAIL August 10, 1956

Mr. Frank C. Rogers
Jenny & Rogers et al.
1706-17 S. & I. Life Building
Houston, Texas

Re: Docket DMEA 3786 (Uranium)
Contract DMe-1957
Jack K. Jenny and Frank C.
Rogers, Partners; Skyrock Oil
Company and Amerex Oil Company,
a Joint Venture
(Big Bear et al. claims)
Fremont County, Colorado

Dear Mr. Rogers:

In reference to your request of July 9, 1956, and consistent with provisions in the contract, the Government's approval relative to drilling under Stage II of the contract is as follows:

Stage II Drill Holes Nos. 2-4, 3, 5, 7, 8, 10, 11, 26, 27, 33, and 35, as shown on the map, "Figure 2", attached to the contract, will not be drilled.

The Government approves the following holes for drilling under Stage II:

Hole No.	Recommended depth	Remarks
37	75 ft.	Depth based on information in adjacent holes.
35	105 ft.	Depth based on information in adjacent holes.
30	205 ft.	Depth based on information in adjacent holes.
46	185 ft.	Substituted for holes 33 & 29.

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AUG 13 1956

Hole No.	Recommended depth	Remarks
41	200 ft.	Substituted for holes 7 & 8.
42	150 ft.	Substituted for holes 27 & 28.
43	275 ft.	Substituted for holes 10 & 11.

The locations of the above approved Stage II drill holes are shown on the map entitled, "Figure 2. - Map of Jenny-Roper Claims Showing Location of Existing and Proposed Drill Holes, Fremont County, Colorado," which is attached hereto and made a part of this work approval.

The Government's approval of additional drilling under Stage IV will depend upon the results of Stage I drill holes Nos. 15, 18, and 19.

Action on Stage III drilling will not be taken until all Stage I and Stage II drilling has been completed and the results thereof made available to the Government.

Nothing in this work approval shall be construed to increase the estimated total cost of the project, the aggregate amount which the Government may be required to contribute, the fixed unit cost of any item of work, nor any item of allowable cost which is expressly designated "maximum."

Very truly yours,

BSM Field Team, Region III

W. M. Drever

F. W. Strauss

Enclosure

cc: Mr. Jack L. Frizzell, Geologist
Project Supervisor
Room 18, Queen's Court
Highway 115
Canon City, Colorado

JWWgrl

cc: Chairman, Op. Comm. (4)
Finance Office, Reg. III
Amendment file, Reg. III

Barnhart
Shaw (2)
Townsend
Corres. file Chron.

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Defense Minerals Exploration Administration
Denver Federal Center
Denver, Colorado

DMEA
Date Rec'd.
AUG 10 1956
BUREAU OF MINES
Denver, Colorado

August 6, 1956

Memorandum

To: Executive Officer, DMEA Field Team, Region III
Through: John F. Shaw
R. E. Marshall

WXR
for FFS
EMH

From: W. A. McMillan
H. U. King

Subject: DMEA Project 3[illegible]6 (Uranium), Contract [illegible], Jack S. Josey and Frank C. Roper, Big Hole-Big Bear Claim Group, Fremont County, Colorado. Application for Stage II drilling.

An examination of the subject property was made on August 2, 1956, accompanied by Jack A. Frizzell, Geological Project Supervisor for the operator.

At the time of the examination core hole 18 had reached a depth of 310 feet. This hole had found indications of uranium mineralization that possibly can be correlated with uranium-bearing beds found in holes nos. 17 and 20. Hole no. 18 will be continued to a depth of 400 feet. The only remaining Stage I holes not completed are nos. 1[illegible] and 19.

Uranium mineralization has been recorded by gamma-ray logs in 11 of the 15 holes completed to date, with hole no. 3, showing ore-grade material.

Because of the relatively low and uniform grade of uranium mineralization encountered (0.04 - 0.11 percent eU_3O_8) in the 13 holes at depths between 5 and 291 feet, it is recommended that exploration under Stage II be modified and reduced as follows:

Recommended Stage II exploration

(1) Hole No.	Recommended depth	Remarks
37	75 ft.	Depth based on information in adjacent holes.
35	100 ft.	Depth based on information in adjacent holes.
30	225 ft.	Depth based on information in adjacent holes.
40	125 ft.	Substituted for holes 33 & 29
41	200 ft.	Substituted for holes 7 & 8
42	150 ft.	Substituted for holes 27 & 26
43	275 ft.	Substituted for holes 10 & 11

(2) It is recommended that the applicant's request to eliminate holes 2a, 3, and 9 from Stage II drilling, due to their proximity to underlying granite, be approved.

(3) The applicant's proposal to drill offset holes around existing hole no. 39 should be considered only under Stage III exploration.

(4) The applicant's request to retain one undrilled location (out of holes 2a, 3, and 9) to offset Stage II drilling should be denied and should be considered only under Stage III exploration.

The location of recommended Stage II holes are shown on the accompaning map (fig. 2 - DMSA Docket 3756).

Note: Exploration of the northwest part of the property under Stage II will have to be consequent to completion of Stage I holes 15, 18, and 19.

L. A. Everett for
W. D. McMillan
Mining Engineer

R. M. King
R. J. King
Geologist

Cw

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

RECEIVED
MAY 24 1956

224 New Customhouse
Denver 2, Colorado

May 22, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Acting Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Contract Idm-E907, Jack S. Josep and Frank C. Roper, Partners; Marmik Oil Company; and Amurex Oil Company; a joint venture (Big Bear et al. Claims), Fremont County, Colorado.

Enclosed are the original and two copies of a Power of Attorney, executed by the members of the joint venture, appointing Robert H. Park to act as the agent of the joint venture in all matters connected with Contract Idm-E907.

J. W. Townsend

J. W. Townsend

Enclosures

Power
of
Attorney

RECEIVED
MAY 24 1956

THE STATE OF TEXAS }
COUNTY OF HARRIS }

WE, the undersigned, members of a joint venture consisting of JACK S. JOSEY and FRANK C. ROPER, Individuals; and MARMIK OIL COMPANY, an Arkansas corporation, and AMUREX OIL COMPANY, a Delaware corporation, owners of an undivided interest in certain mining claims in Fremont County, Colorado, do hereby appoint ROBERT H. PARK, whose address is: 1706 C & I Life Building, Houston 2, Texas, to act as the Agent of said joint venture in all matters connected with the United States Department of the Interior, Defense Minerals Exploration Administration Contract Idm-E907, Docket No. DMEA 3786, and in behalf of said joint venture to submit to the Government all necessary reports and information required under said Contract; and said Agent is authorized to receive individually and to receipt for any monies that are now or may hereafter become due to said joint venture by reason of said Contract Idm-E907.

EXECUTED this the 27th day of August, 1956.

WITNESS:
1. [signature]
2. [signature]

[signature]
JACK S. JOSEY

WITNESS:
1. [signature]
2. [signature]

[signature]
FRANK C. ROPER

ATTEST:
[signature]
Secretary

(CORPORATE SEAL)

MARMIK OIL COMPANY
By [signature]
President

ATTEST:
[signature]
Secretary

(CORPORATE SEAL)

AMUREX OIL COMPANY
By [signature] H.R.
Vice President

RHP:fr

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

224 New Customhouse
Denver 2, Colorado

May 15, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Contract Idm-E907, Jack S. Josey and Frank C. Roper, Partners; Marmik Oil Company and Amurex Oil Company, a joint venture (Big Bear et al. Claims), Fremont County, Colorado

Enclosed are four copies of approval from this office for the moving of two Stage I drill holes from the locations as shown on the map, Figure 2, attached to the contract.

Also enclosed are four sets of data, consisting of the Operator's letters of May 8 and May 12, 1956.

W. M. Traver

W. M. Traver

Enclosures

RECEIVED
MAY 17 1956

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

224 New Customhouse
Denver 2, Colorado

May 15, 1956

Mr. Jack Q. Frizzell, Geologist
Project Supervisor
Jessy and Roper et al.
Room 18, Queen's Rest Court
Highway 115
Canon City, Colorado

RECEIVED
MAY 17 1956

Re: Docket DMEA 3706 (Uranium),
Contract 26m-2907,
Jack S. Jessy and Frank O. Roper,
Partners; Harmik Oil Company and
Amurex Oil Company; a joint venture
(Big Bear et al. Claims)
Fremont County, Colorado

Dear Mr. Frizzell:

In reference to your letters of May 8 and May 12, 1956, this constitutes the Government's approval for you to move Stage I drill holes from the locations shown on the map, Figure 2, attached to the Contract, as follows:

1. Drill hole No. 38 will be moved South 74° 30' East a distance of 35 feet.

2. Drill hole No. 34 will be moved due West a distance of 45 feet.

Nothing in this work approval shall be construed to increase the estimated total cost of the project, the aggregate amount which the Government may be required to contribute, the fixed unit cost of any item of work, nor any item of allowable cost which is expressly designated "maximum."

Very truly yours,

JWT:prl
cc: Chairman, Oper. Comm. (4)
Finance Office, Region III
Amendment file
Harshman
Shaw
Townsend
Corres. file
Chron.

DMEA Field Team, Region III

By W. M. Travers
W. M. Travers
Executive Officer

DMEA
Date Rec'd.
MAY 14 1956
BUREAU OF MINES
Denver, Colorado

May 12, 1956

Mr. W. M. Traver
Executive Officer
Field Team, Region III
D. M. E. A.
224 New Customhouse
Denver 2, Colorado

Re: Contract Idm E907
Docket DMEA 3786

Dear Mr. Traver:

Due to Core Hole #34 being located on a steeply sloping creek bank underlain by massive boulders I request that the following relocation be made:

Move due West a distance of 45 feet. Elevation will be increased 7.5 feet, from 5678.2 to 5685.7.

Approximately 10 days time lapse is anticipated before this hole will be drilled.

Sincerely yours,

Jack Q. Frizzell

Jack Q. Frizzell, Geol.
Project Supervisor

Room 12
Queen's Rest Court
Highway 115
Canon City, Colorado

DMEA
Date Rec'd.

MAY 11 1956

BUREAU OF MINES
Denver, Colorado

May 8, 1956

Mr. W. M. Trawer
Executive Officer
Field Team, Region III
D. M. E. A.
224 New Customhouse
Denver 2, Colorado

Re: Contract Ldm E907
Docket DMEA 3786

Dear Mr. Traver:

Due to Core Hole #38 being located on a steeply sloping creek bank underlain by massive boulders I request that the following relocation be made:

Move easterly on a bearing of S74°30'E a distance of 35 feet. Elevation will be increased 11.2 feet, from 5561.6 feet to 5572.8 feet.

I would appreciate approval of this request as soon as possible.

Sincerely yours,

Jack Q. Frizzell

Jack Q. Frizzell, Geol.
Project Supervisor

Room 12
Queen's Rest Court
Highway 115
Canon, City, Colorado

Phone 0418-J1

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

[illegible] New Customhouse
Denver 2, Colorado

May 15, 1956

Mr. Jack G. Frizzell, Geologist
Project Supervisor
Jenny and Rager et al.
Room 1[illegible], Queen's Hotel Court
Highway 115
Canon City, Colorado

RECEIVED
MAY 17 1956

Re: Contract DMEA 5706 (Uranium),
Contract [illegible],
Jack E. Jenny and Frank G. Rager,
Partners; Mercury Oil Company and
Amerex Oil Company; a joint venture
(Big Bear et al. Claims)
Fremont County, Colorado

Dear Mr. Frizzell:

In reference to your letters of May 8 and May 12, 1956, this constitutes the Government's approval for you to move Stage I drill holes from the locations shown on the map, Figure 2, attached to the Contract, as follows:

1. Drill hole No. [illegible] will be moved South 74° 39' East a distance of 35 feet.

2. Drill hole No. 54 will be moved due West a distance of 45 feet.

Nothing in this work approval shall be construed to increase the estimated total cost of the project, the aggregate amount which the Government may be required to contribute, the fixed unit cost of any item of work, nor any item of allowable cost which is expressly designated "maximum."

Very truly yours,

JWF:jrl
cc: Chairman, Oper. Comm. (4)
Finance Office, Region III
Management file
Burnham
Shaw
Townsend
Corres. file
Chron.

DMEA Field Team, Region III

By W. M. Shiver
W. M. Shiver
Executive Officer

DMEA
Date Rec'd.
MAY 14 1956
BUREAU OF MINES
Denver, Colorado

May 12, 1956

Mr. W. M. Traver
Executive Officer
Field Team, Region III
D. M. E. A.
224 New Customhouse
Denver 2, Colorado

Re: Contract Idm E907
Docket DMEA 3786

Dear Mr. Traver:

Due to Core Hole #34 being located on a steeply sloping creek bank underlain by massive boulders I request that the following relocation be made:

Move due West a distance of 45 feet. Elevation will be increased 7.5 feet, from 5678.2 to 5685.7.

Approximately 10 days time lapse is anticipated before this hole will be drilled.

Sincerely yours,

Jack Q. Frizzell

Jack Q. Frizzell, Geol.
Project Supervisor

Room 12
Queen's Rest Court
Highway 115
Canon City, Colorado

DMEA
Date Rec'd

MAY 11 1956

BUREAU OF MINES
Denver, Colorado

May 8, 1956

Mr. W. M. Traver
Executive Officer
Field Team, Region III
D. M. E. A.
224 New Customhouse
Denver 2, Colorado

Re: Contract Idm E907
Docket DMEA 3786

Dear Mr. Traver:

Due to Core Hole #38 being located on a steeply sloping creek bank underlain by massive boulders I request that the following relocation be made:

Move easterly on a bearing of S74°30'E a distance of 35 feet. Elevation will be increased 11.2 feet, from 5561.6 feet to 5572.8 feet.

I would appreciate approval of this request as soon as possible.

Sincerely yours,

Jack Q. Frizzell

Jack Q. Frizzell, Geol.
Project Supervisor

Room 12
Queen's Rest Court
Highway 115
Canon, City, Colorado

Phone 0418-J1

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

224 New Customhouse
Denver 2, Colorado

May 1, 1956

RECEIVED
MAY 4 - 1956

Messrs. Frank C. Roper
and Jack S. Josey
1706-17 C. & I. Life Building
Houston, Texas

Re: Docket DMEA 3786 (Uranium),
Contract Idm-E907,
Jack S. Josey and Frank C. Roper,
partners; Marmik Oil Company; and
Amarex Oil Company; a joint venture,
(Big Bear et al. Claims),
Fremont County, Colorado

Gentlemen:

Reference is made to the fourth paragraph of our letter to you of April 3, 1956, relative to a power of attorney designating some one person to act as the agent of the joint venture to conduct affairs with the Government in conjunction with the administration of Contract Idm-E907.

If you are intending to execute the power of attorney, prompt attention should be given the matter so that the power of attorney will be on file in this office when your first accounting reports pertaining to work completed under the Contract are received.

If you are not intending to have a power of attorney executed for the purpose outlined, we will appreciate advice from you to that effect by return mail.

Very truly yours,

W. M. TRAVER

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

JWT:prl
cc: Chairman, Oper. Comm. (2)
Marshman
Shaw
Townsend
Corres. file
Chron.

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

RECEIVED
APR 18 1956

224 New Customhouse
Denver 2, Colorado

April 16, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Contract Idm-E907, Jack S. Josey and Frank C. Roper, partners; Marmik Oil Company; and Amurex Oil Company; a joint venture, (Big Bear et al. Claims) Fremont Co., Colorado

Enclosed are the Government's, Division, and Docket copies of Exploration Project Contract Idm-E907, which were forwarded by your letter of March 29, 1956, for signature by the Applicants.

Also enclosed are two copies of a letter, dated April 16, 1956, by which we forwarded the Operator's copy of the contract, forms and instructions relative to reporting on work performed under the contract.

W. M. Traver

W. M. Traver

Enclosures

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

224 New Customhouse
Denver 2, Colorado

CERTIFIED MAIL

April 16, 1956

Messrs. Frank C. Roper
and Jack S. Josey
1706-17 C. & I. Life Building
Houston, Texas

Re: Docket DMEA 3786 (Uranium),
Contract Idm-E907,
Jack S. Josey and Frank C.
Roper, partners; Marmik Oil
Company; and Amurex Oil
Company; a joint venture
(Big Bear et al. Claims)
Fremont County, Colorado

Gentlemen:

Enclosed herewith is your copy of Exploration Project Contract Idm-E907, Docket DMEA 3786.

Also enclosed are six copies of form MF-104, "Operator's Monthly Report and Voucher," and six copies of form MF-104A, "Operator's Unit Cost and Progress Report." At the completion of the first calendar month of operations and monthly thereafter, you are required to submit five copies of the forms to Mr. John F. Shaw, U. S. Bureau of Mines, Room 137, Building 20, Denver Federal Center, Denver 2, Colorado, each copy complete with all pertinent and supporting data. The sixth form is for your records.

Form MF-104, "Operator's Progress Report and Voucher," must be accompanied by maps or sketches showing the location and extent of work performed and a narrative report describing the work performed and conditions encountered. The monthly accounting report will not be processed for payment unless it is accompanied by a signed narrative report and other pertinent data. Additional copies of forms MF-104 and MF-104A will be forwarded to you each month on receipt of your report for the prior month.

For your information and in reply to many questions that have been asked, after forms MF-104 and MF-104A are received an engineer will check progress and approve your accounts, after which they will be sent

to the Regional Office, Region III, U. S. Bureau of Mines, 224 New Customhouse, Denver 2, Colorado, for auditing and vouchering. If the report is in order, a check will be issued by the Treasury Department for the Government's portion of the costs. If you have any difficulty in completing these forms and the reports, please call on either Mr. Shaw or this office for assistance.

In the matter of your claim for reimbursement of drilling costs under the terms of the contract, reimbursement to you will be on the basis of a hole or holes completed to the objective in compliance with conditions in Exhibit "A" attached to the contract, under the heading, "Description of the Work," and as described under the applicable stage. Therefore, your monthly report should include only such holes that are completed to that extent, and the required records made a part of your claim for reimbursement.

The contract is prepared on form MF-200 and under the provisions of Exhibit "A", which is a part of the contract, the allowable costs are a combination of actual incurred costs, with an allowable maximum unit cost established for the work under Category (1) on all stages and fixed unit costs for performing the remaining items of work or service. Under the provisions of the contract the work under Category (1) is to be performed by subcontract. Your claim for reimbursement for such work must be supported each month by a copy of the billing from the independent contractor, or submit for our records a copy of the subcontract agreement.

In the event you desire to perform the work under Category (1) on company account, instead of subcontracting it as provided in the contract, it will be necessary that you obtain written approval from this office prior to commencing any of the work.

Your requests to this office for work approval, changes in the contract, or any other communication pertaining to operations under the contract, must be in writing, of which please supply the original and five copies, each copy complete with maps or other pertinent data.

The location of the holes to be drilled under Stage I are indicated on the map, Figure 2, attached to the contract. Should terrain or other conditions require any material change in the location of any of the drill holes, approval of this office for the change must be obtained prior to the performance of the work. Otherwise, the work may not be acceptable for reimbursement to you under the terms of the contract.

Your attention is directed to the provision that work under both Stages II and III is contingent on the results of the work completed under the prior stage and that performance of the work is subject to the prior written approval of the Government.

When the work under a stage is completed, you must request approval from this office for the work you propose to perform under the next stage. Your request for the work approval must be in sextuplet, each copy complete with a map showing the location of holes previously drilled and the location of the holes you propose to drill under the next stage. Your request should be complete with drill logs, results of radiometric probing, chemical analysis returns, and any other pertinent data which will be of value to the Government in appraising the work performed under the prior stage.

You should anticipate a suspension of operation between stages of work to enable the Government geologist and engineer to evaluate the results of the work performed and make their recommendations to this office relative to the additional work you propose.

To eliminate as much delay to operations as possible, if that is of serious consideration, you should expedite forwarding of the results of the work completed and your request for the Government's approval of the additional work you propose.

No oral statement of any person shall be construed to modify or change the terms of the contract. Field representatives of the Government are not authorized to approve any changes in the work program or contract provisions. Such approval can only be given by the Washington Office, DMEA, or by the DMEA Field Team, Region III.

It is a regulation that reimbursement for the cost of work accomplished prior to the date of the contract will not be allowed. It is a <u>requirement and imperative that you notify this office in writing the date work actually commences under the contract</u>, with a copy to Mr. Shaw.

Very truly yours,

W. M. Traver

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

Enclosures
JWT:prl
cc: Chairman, Oper. Comm. (2)
Finance Office, Region III
Amendment file
Harshman
Shaw
Townsend
Corres. file
Chron.

4-5-56

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

RECEIVED
APR 5 - 1956

224 New Customhouse
Denver 2, Colorado

CERTIFIED MAIL

April 3, 1956

Messrs. Frank C. Roper
and Jack S. Josey
1706-17 C & I Life Building
Houston, Texas

Re: Docket DMEA 3786 (Uranium),
Jack S. Josey and Frank C. Roper,
Partners; Marmik Oil Company; and
Amurex Oil Company, a Joint Venture,
Big Bear et al. Claims, Fremont Co.,
Colorado; Proposed Exploration
Contract Idm-E907

Gentlemen:

Enclosed are the Government's, Division, Docket, Finance Office, and Field Team copies of proposed Exploration Project Contract Idm-E907, which has been revised to include the Marmik Oil Company and Amurex Oil Company in the joint venture.

If the contract is satisfactory to you, all copies are to be signed as indicated on the last page of the contract form by the two individual partners and the two oil companies. The signature of an authorized official of each of the oil companies is to be attested to by the secretary of that company and the corporate seal of each oil company affixed, as provided on the last page of contract form MF-200.

Upon return to this office of all copies of the contract properly executed, the "Operator's Copy" will be forwarded to you, together with forms and instructions relative to reporting on the work performed under the contract.

To eliminate the necessity that all four participants in the joint venture sign correspondence, reports, and possible documents in conjunction with the contract, it is suggested that one person be designated by power of attorney to act as the agent of the joint venture in conducting all affairs under the DMEA contract. For that purpose, there follows a sample Power of Attorney that, if properly executed and signatures notarized, would be acceptable:

"We, the undersigned members of a joint venture, consisting of Jack S. Josey and Frank C. Roper, partners; Marmik Oil Company, an Arkansas corporation; and Amurex Oil Company, a Delaware corporation, do hereby appoint _____ to act as the Agent of said joint venture in all matters connected with the United States Department of the Interior, Defense Minerals Exploration Administration Contract Idm-2907, Docket No. DMEA 3786, and in behalf of said joint venture to submit to the Government all necessary reports and information required under said Contract; and said Agent is authorized to receive individually and to receipt for any monies that are now or may hereafter become due to said joint venture by reason of said Contract Idm-2907.

"Executed this _____ day of _____, 1956."

If a Power of Attorney is executed for the purpose outlined, please supply this office with the original and five copies.

Very truly yours,

W. M. Traver

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

Enclosure

JWT:prl
cc: Chairman, Oper. Comm. (2)
Harshman
Shaw
Townsend
Docket
Chron.

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

224 New Customhouse
Denver 2, Colorado

CERTIFIED MAIL

April 3, 1956

RECEIVED
APR 5 - 1956

Messrs. Frank C. Roper
and Jack S. Josey
1706-17 C & I Life Building
Houston, Texas

Re: Docket DMEA 3786 (Uranium),
Jack S. Josey and Frank C. Roper,
Partners; Marmik Oil Company; and
Amurex Oil Company, a Joint Venture,
Big Bear et al. Claims, Fremont Co.,
Colorado; Proposed Exploration
Contract Idm-E907

Gentlemen:

Enclosed are the Government's, Division, Docket, Finance Office, and Field Team copies of proposed Exploration Project Contract Idm-E907, which has been revised to include the Marmik Oil Company and Amurex Oil Company in the joint venture.

If the contract is satisfactory to you, all copies are to be signed as indicated on the last page of the contract form by the two individual partners and the two oil companies. The signature of an authorized official of each of the oil companies is to be attested to by the secretary of that company and the corporate seal of each oil company affixed, as provided on the last page of contract form MP-200.

Upon return to this office of all copies of the contract properly executed, the "Operator's Copy" will be forwarded to you, together with forms and instructions relative to reporting on the work performed under the contract.

To eliminate the necessity that all four participants in the joint venture sign correspondence, reports, and possible documents in conjunction with the contract, it is suggested that one person be designated by power of attorney to act as the agent of the joint venture in conducting all affairs under the DMEA contract. For that purpose, there follows a sample Power of Attorney that, if properly executed and signatures notarized, would be acceptable:

"We, the undersigned members of a joint venture, consisting of Jack S. Josey and Frank C. Roper, partners; Marmik Oil Company, an Arkansas corporation; and Amurex Oil Company, a Delaware corporation, do hereby appoint _____ to act as the Agent of said joint venture in all matters connected with the United States Department of the Interior, Defense Minerals Exploration Administration Contract Idm-2907, Docket No. DMEA 3786, and in behalf of said joint venture to submit to the Government all necessary reports and information required under said Contract; and said Agent is authorized to receive individually and to receipt for any monies that are now or may hereafter become due to said joint venture by reason of said Contract Idm-2907.

"Executed this _____ day of _____, 1956."

If a Power of Attorney is executed for the purpose outlined, please supply this office with the original and five copies.

Very truly yours,

W. M. Traver

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

Enclosure

JWT:prl
cc: Chairman, Oper. Comm. (2)
Marshman
Shaw
Townsend
Docket
Chron.

700

Ching
Ellis
Selfridge
Bonner
Mattendorf

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

Mr. W. H. Traver
Executive Officer
DMEA Field Team, Region III
22b New Customhouse
Denver 2, Colorado

MAR 29 1956

Re: Docket No. DMEA-3786 (Uranium)
Jack S. Jessy and Frank C. Roper, et al.
Big Bear, et al., claims
Fremont County, Colorado

Dear Mr. Traver:

Enclosed are the original and five copies of a long-form contract between the Government and the subject Applicant, signed by the Administrator. You will note that Form MF-200 has been rewritten and that Exhibit "A," Annex I and the map (Figure 2) remain unchanged from the original contract recently returned by you. Two extra copies each of the last three items were forwarded to you with our letter of December 15, 1955.

Since we have inserted a final starting date and a completion date, and the required Consent to Lien and Subordination Agreements are attached to the contract, it is ready for forwarding to the Applicant for signature if you find it in order.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee (GCS)

Enclosures

APPROVED:

/s/ Robert W. Geehan (RWG)
Member, Bureau of Mines

N. E. Nelson (NEN)
Member, Geological Survey

MChing/gla
3-27-56
cc to: Admr.'s Reading File
Operating Committee
Docket
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA
Code 700
Mr. Ching

R.C.H.

Docket copy

MF-200
(Revised June 1954)

Docket No. DMEA -3786

Commodity Uranium

Contract No. Idm-E 907

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXPLORATION PROJECT CONTRACT[1]

It is agreed this DEC 1 5 1955 day of ....., 195..., between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Jack S. Josey and Frank C. Roper, partners,

whose mailing address is 210 McBurnett Building
P. O. Box 1185, San Angelo, Texas,
hereinafter called the "Operator," as follows:

ARTICLE 1. *This contract* is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200), the attached Exhibit "A," Annex I, and map (Figure 2).

The Operator shall not transfer or assign this contract or any right thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The land which is the subject of this contract (hereinafter called "the land") is in the State of Colorado, County of Fremont, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] See Annex I of [5] ..... in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] ....., [7] ..... recorded in Book ....., page ....., official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: Royalty claims.

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] Insert name, and if an organization, its nature (corporation and place of incorporation, partnership with names of partners, etc.).
[3] State on a separate sheet marked "Annex I" the legal description or enough to identify the property, particularly excluding any areas from which the production is not to be subject to the Government's percentage royalty.
[4] Insert "owner," "lessee," "contract purchaser," "locator," etc.
[5] Insert "the entire interest," "the mineral rights," "an undivided one-third," etc.
[6] Insert "deed," "lease," "contract," "location notice," "patent," etc.
[7] If not recorded, so indicate by inserting "un."

of the land (lessor, seller, optionor, etc.), are attached, as follows: Consent to Lien by Leslie Taylor, Walter W. Higgins, Donald Higgins, M. N. Taylor, Alan Taylor, and M. N. Taylor, Jr. Subordination Agreements by Gordon Tolliver, C. C. Robison, and Elizabeth Zingheim.

(d) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. Until the lapse of the time within which the Government may make a certification of discovery or development without any such certification having been made, and after any such certification has been made, the Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. If the Government makes no certification of discovery or development within the time limited in Article 8, it shall thereafter have no claim against the land or any production therefrom except for any production referred to in Article 8(b)(1).

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of Uranium. The work to be performed is described in Exhibit "A." The Operator on or before ..... shall commence the work, and on or before ..... (unless the Operator's obligation to prosecute the work is terminated—see Article 10) shall either have completed the work or shall have incurred allowable costs (see Article 6) in a sum not less than the estimated total allowable cost set forth in Exhibit "A."

ARTICLE 4. *Performance of the work.*—(a) *Operator's responsibility.*—The work shall be performed with reasonable diligence, efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for liability insurance covering employment; and with suitable and adequate equipment, facilities, materials, supplies, and labor, to bring it to completion within the time fixed.

(b) *Independent contracts.*—To the extent that the allowable costs are estimated in Exhibit "A" with express reference to performance by independent contractors on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations), the work may be so performed; but if the reference in Exhibit "A" to any such independent contract requires the Government's approval thereof, payments under such contract will not be allowable costs unless the Government gives its written approval of the contract. Any such independent contract shall refer to some specific and identifiable part of the work, and shall be subject to all of the pertinent terms and conditions of this exploration contract; but the Government shall not be considered a party thereto, and its rights under this contract, including the right to terminate its contributions, shall not be affected thereby. Regardless of the provisions of any such independent contract and regardless of the Government's approval thereof, the Government will participate in payments to the independent contractor only on account of work performed in accordance with the provisions of this exploration project contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable.

(c) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after a certification of discovery or development to inspect production operations and underground workings. The operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 5. *Contribution by the Government.*—The estimated total allowable cost of the project, set forth in Exhibit "A," is the sum of $ 39,586.55. The Government shall contribute 75 percent of the allowable costs as they are incurred in a total sum not in excess of $ 29,689.91: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last

date such property was purchased under this contract to the termination of said 90-day period; and such property shall thereupon be considered and accounted for as having been purchased by the Operator at the valuation so fixed by the Government; or (2) the Government may enter and take possession of such property wherever it may be found, and remove and dispose of it for the joint account of the parties.

ARTICLE 10. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon: (1) the Government shall be free of all obligation to contribute to costs not then incurred other than such as may be allowable under the provisions of the contract as necessary and incidental to winding up, reporting, and accounting; and (2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon: (1) the Government shall be relieved of all obligation to contribute to costs not incurred when the notice was given, other than such as may be allowable by the provisions of the contract as necessary and incidental to winding up, reporting, and accounting; and (2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The remedy provided for the Government in this paragraph "(b)" is in addition to any other remedy provided in this contract, and in addition to any other remedy the law may provide for breach of contract.

(c) The giving of any notice by the Government under the provisions of this Article 10 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 11. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 12. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 13. *Changes and added provisions.*—
To the extent that costs are set forth in Exhibit "A" as "Fixed Unit Costs" they are in lieu of the actual costs that otherwise would be allowable costs of the project under Article 6 of the contract.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O. Mitchell Dorp
Administrator, Defense Minerals
Exploration Administration

JACK B. JOSEY and FRANK C. ROPER
(Operator)

By Jack B. Josey
Jack B. Josey, (Partner)

Frank C. Roper
Frank C. Roper (Partner)

Indritz 12/7/55
Dwyer
"Appd. Sol. Off."
Ching
Ellis
Chandler
Selfridge
Johnson

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ..... who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—70617-1

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

MAR 23 1956

Memorandum

To: The Administrator, DMEA
Attention: Chief, Rare and Miscellaneous Metals Division

From: Associate Solicitor, Division of Mineral Resources

Subject: Docket No. DMEA-3786 (Uranium), Contract No. Idm-E907 Josey and Roper

As requested in Mr. Ellis' memorandum dated March 20, 1956, we have reviewed the documents and correspondence attached to Mr. Traver's memorandum dated March 14, 1956, concerning the subject contract executed by the Partnership of Josey and Roper.

It appears that the Operator is to be a joint venture composed of Josey and Roper, a partnership, Amurex Oil Company, and Marmik Oil Company, and the contract form now so provides. In this regard, the signature page of the contract form has been redrafted for signature by the joint venturers and all copies of the original signature page, which have been signed by the partners only, should be voided.

In our view, it is not clear whether the instrument dated July 22, 1955, from the partners to M. C. Hoover and Amurex Oil Company conveys an interest in any claims other than Big Hole Claims Nos. 5, 6, and 8 which are not included in Annex I, or a one-fourth interest each in all of the land listed in Annex I of the contract. The parties seem to have intended the latter. In any event, the interests of the Government will not be affected by the ambiguity of said instrument when the contract is signed by all the parties listed as joint venturers.

Robert P. Dwyer

Attachments

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON 25, D. C.

MAR 23 1956

Memorandum

To: The Administrator, DMEA
Attention: Chief, Rare and Miscellaneous Metals Division

From: Associate Solicitor, Division of Mineral Resources

Subject: Docket No. DMEA-3786 (Uranium), Contract No. Idm-5907
Josey and Roper

As requested in Mr. Ellis' memorandum dated March 20, 1956, we have reviewed the documents and correspondence attached to Mr. Trevor's memorandum dated March 14, 1956, concerning the subject contract submitted by the Partnership of Josey and Roper.

It appears that the Operator is to be a joint venture composed of Josey and Roper, a partnership, Amurex Oil Company, and Marmik Oil Company, and the contract form now so provides. In this regard, the signature page of the contract form has been redrafted for signature by the joint venturers and all copies of the original signature page, which have been signed by the partners only, should be voided.

In our view, it is not clear whether the instrument dated July 22, 1953, from the partners to M. C. Hoover and Amurex Oil Company conveys an interest in any claims other than Big Hole Claims Nos. 5, 6, and 8 which are not included in Annex I, or a one-fourth interest each in all of the land listed in Annex I of the contract. The parties seem to have intended the latter. In any event, the interests of the Government will not be affected by the ambiguity of said instrument when the contract is signed by all the parties listed as joint venturers.

Robert P. Dwyer

Attachments
Concurred

Solicitor's Docket (2)
DMEA Docket
W. Ellis (2)
C. Rubin
P. Dwyer
Chron.

Surname copy

700

Ching

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

March 20, 1956

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division

Subject: Docket No. DMEA-3786 (Uranium)
Contract No. Idm-E907
Jack S. Josey and Frank C. Roper, Partners
Big Bear, et al., claims
Fremont County, Colorado

Will you kindly review the documents and correspondence attached to Mr. Traver's memorandum, dated March 14, 1956, in the file, and take the action you deem necessary under the circumstances. All copies of the contract have been signed by the Administrator and the Operator except the Operator's copy, which has been signed by the Administrator only. The starting and completion dates were not inserted by the Field Team pending resolution of the question regarding the parties that will constitute the "Operator."

Ernest Wm. Ellis
Ernest Wm. Ellis

Attachments

MChing/gla
cc to: Code 700
Mr. Ching
Docket

3/19/56 gla

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

RECEIVED
MAR 19 1956

224 New Customhouse
Denver 2, Colorado

March 14, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Jack S. Josey and Frank C. Roper, Big Bear et al. Claims, Fremont County, Colorado.

In compliance with your teletype of March 5, 1956, we are returning the original and five copies of the proposed Exploration Project Contract Idm-E907.

The Government's, Division, Docket, Finance Office, and Field Team copies of the Contract were signed by Josey and Roper and returned to this office, advising at the same time that one-half interest in the property had been disposed of, which was the first knowledge we had of the probable necessity for revising the contract.

In addition, we are enclosing the following material:

1. Original and one copy of a letter, dated March 5, 1956, from Robert H. Park for Frank C. Roper and Jack S. Josey.

2. Original and one copy of a letter, dated February 28, 1956, from M. C. Hoover, President, Marmik Oil Company.

3. Original and one copy of a letter, dated February 28, 1956, from the Vice President, Amurex Oil Company.

4. One copy of "Assignment of Mining Lease" from Jack S. Josey and Frank C. Roper to M. C. Hoover and Amurex Oil Company.

5. One copy of "Assignment of Mining Lease" from M. C. Hoover to Marmik Oil Company.

6. One copy of "Quit Claim of Mining Claim" between M. C. Hoover and Marmik Oil Company.

We have been advised by Josey and Roper that the Contract is to be made out as a joint venture consisting of Jack S. Josey and Frank C. Roper, Partners, Marmik Oil Company, and Amurex Oil Company; with the latter two companies being inactive in the management of the operations under the DMEA contract.

Josey and Roper advised us that they planned on starting work on or before April 1, 1956. However, we advised them in return that they should defer plans for commencing work until the matter of the revision of the contract has been resolved.

W. M. Traver

W. M. Traver

Enclosures

LENOIR M. JOSEY, INC.
1706-7 C & I LIFE BUILDING
HOUSTON 2, TEXAS

March 5, 1956

RECEIVED
MAR 19 1956
DMEA
Date Rec'd.
MAR 6 1956
BUREAU OF MINES
Denver, Colorado

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

Dear Mr. Tarver:-

IN RE: Docket DMEA 3786 (Uranium)
Big Bear, et al - Claims
Fremont County, Colorado
Proposed Exploration Project
Contract Idm-E907

Reference is made to your letter of February 20, 1956, addressed to Messrs. Jack S. Josey and Frank C. Roper wherein it was requested that certain information be furnished concerning Marmik Oil Company and Amurex Oil Company. Mr. Hoover advised me that he talked to you by telephone February 28, 1956.

Enclosed are original letters from Marmik Oil Company and Amurex Oil Company, making certain statements regarding the information requested by you. Enclosed, also, are copies of the instruments transferring title to Marmik and Amurex.

If there is anything addition, please let me know. We are trying to commence operations on or about April 1st.

Yours very truly,

By Robert H. Park
Robert H. Park
For: Messrs. Frank C. Roper &
Jack S. Josey

RHP:fr

Encls.

LENOIR M. JOSEY, INC.
1706-7 C & I LIFE BUILDING
HOUSTON 2, TEXAS

March 5, 1956

RECEIVED
MAR 19 1956

DMEA
Date Rec'd.
MAR 6 1956
BUREAU OF MINES
Denver, Colorado

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

Dear Mr. Tarver:-

IN RE: Docket DMEA 3786 (Uranium)
Big Bear, et al - Claims
Fremont County, Colorado
Proposed Exploration Project
Contract Idm-E907

Reference is made to your letter of February 20, 1956, addressed to Messrs. Jack S. Josey and Frank C. Roper wherein it was requested that certain information be furnished concerning Marmik Oil Company and Amurex Oil Company. Mr. Hoover advised me that he talked to you by telephone February 28, 1956.

Enclosed are original letters from Marmik Oil Company and Amurex Oil Company, making certain statements regarding the information requested by you. Enclosed, also, are copies of the instruments transferring title to Marmik and Amurex.

If there is anything addition, please let me know. We are trying to commence operations on or about April 1st. ?

Yours very truly,

By Robert H. Park
Robert H. Park
For: Messrs. Frank C. Roper &
Jack S. Josey

RHP:fr

Encls.

MARMIK OIL COMPANY
MURPHY BUILDING
EL DORADO, ARKANSAS

RECEIVED
MAR 19 1956

February 28, 1956

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

Re: Docket DMEA 3786 (Uranium)
Big Bear et al Claims
Fremont County, Colorado
Proposed Exploration Project
Contract Idm-E907

Dear Mr. Traver:

We are in receipt of a copy of your letter, dated February 20, 1956, addressed to Messrs. Jack S. Josey and Frank C. Roper, San Angelo, Texas, wherein you requested information concerning Marmik Oil Company, relative to it being made a party as a joint operator in the subject contract.

Marmik Oil Company was incorporated December 22, 1953, in the State of Arkansas, and is authorized to do business in the State of Colorado. We have examined a copy of the DMEA exploration contract and are willing to execute same as a non-operator to a joint venture.

Marmik Oil Company acquired a one-fourth undivided interest in the subject claims by assignment dated the 22nd day of July, 1955, from Jack S. Josey and Frank C. Roper to M. C. Hoover, thence by assignment dated the 1st day of February, 1956, from M. C. Hoover to Marmik Oil Company. M. C. Hoover was acting as agent for Marmik Oil Company until it had qualified to do business in the State of Colorado. Frank C. Roper quitclaimed a one-fourth undivided interest to M. C. Hoover in the Libby Lode on the 7th day of November, 1955, and M. C. Hoover quitclaimed his interest February 1, 1956, to Marmik Oil Company. All of the above instruments are of record in the courthouse at Canon City, Colorado.

Messrs. Roper and Josey will be the operators on this project and are to act on behalf of the non-operators insofar as the actual day to day work and reporting is concerned. No formal operating agreement has

been entered into by and between Josey and Roper, Marmik Oil Company and Amurex Oil Company. At such time it is deemed advisable for us to enter into an operating agreement we shall furnish your office a copy.

Should the above information not be sufficient, we shall be glad to furnish any additional information that your office requests.

Yours very truly,

MARMIK OIL COMPANY

M. C. Hoover

President

MCH/sn

MARMIK OIL COMPANY
MURPHY BUILDING
EL DORADO, ARKANSAS

February 28, 1956

RECEIVED
MAR 19 1956

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

Re: Docket DMEA 3786 (Uranium)
Big Bear et al Claims
Fremont County, Colorado
Proposed Exploration Project
Contract Idm-E907

Dear Mr. Traver:

We are in receipt of a copy of your letter, dated February 20, 1956, addressed to Messrs. Jack S. Josey and Frank C. Roper, San Angelo, Texas, wherein you requested information concerning Marmik Oil Company, relative to it being made a party as a joint operator in the subject contract.

Marmik Oil Company was incorporated December 22, 1953, in the State of Arkansas, and is authorized to do business in the State of Colorado. We have examined a copy of the DMEA exploration contract and are willing to execute same as a non-operator to a joint venture.

Marmik Oil Company acquired a one-fourth undivided interest in the subject claims by assignment dated the 22nd day of July, 1955, from Jack S. Josey and Frank C. Roper to M. C. Hoover, thence by assignment dated the 1st day of February, 1956, from M. C. Hoover to Marmik Oil Company. M. C. Hoover was acting as agent for Marmik Oil Company until it had qualified to do business in the State of Colorado. Frank C. Roper quitclaimed a one-fourth undivided interest to M. C. Hoover in the Libby Lode on the 7th day of November, 1955, and M. C. Hoover quitclaimed his interest February 1, 1956, to Marmik Oil Company. All of the above instruments are of record in the courthouse at Canon City, Colorado.

Messrs. Roper and Josey will be the operators on this project and are to act on behalf of the non-operators insofar as the actual day to day work and reporting is concerned. No formal operating agreement has

DMEA
Date Rec'd.
MAR 6 1956
BUREAU OF MINES
Denver, Colorado

Amurex OIL COMPANY

C. H. MURPHY, JR.
PRESIDENT

MURPHY BUILDING
EL DORADO, ARK.

February 28, 1956

RECEIVED
MAR 19 1956

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

Re: Docket DMEA 3786 (Uranium)
Big Bear et al Claims
Fremont County, Colorado
Proposed Exploration Project
Contract Idm-E907

Dear Mr. Traver:

We are in receipt of a copy of your letter, dated February 20, 1956, addressed to Messrs. Jack S. Josey and Frank C. Roper, San Angelo, Texas, wherein you requested information concerning Amurex Oil Company, relative to it being made a party as a joint operator in the subject contract.

Amurex Oil Company was incorporated November 19, 1951, in the State of Delaware, and is authorized to do business in the State of Colorado. We have examined a copy of the DMEA exploration contract and are willing to execute same as a non-operator to a joint venture.

Amurex Oil Company acquired a one-fourth undivided interest in the subject claims by assignment dated the 22nd day of July, 1955, from Jack S. Josey and Frank C. Roper. Frank C. Roper quitclaimed a one-fourth undivided interest to Amurex Oil Company in the Libby Lode on the 7th day of November, 1955. All of the above instruments are of record in the courthouse at Canon City, Colorado.

Messrs. Roper and Josey will be the operators on this project and are to act on behalf of the non-operators insofar as the actual day to day work and reporting is concerned. No formal operating agreement has been entered into by and between Josey and Roper, Marmik Oil Company and Amurex Oil Company. At such time it is deemed advisable for us to enter into an operating agreement we shall furnish your office a copy.

Should the above information not be sufficient, we shall be glad to furnish any additional information that your office requests.

Yours very truly,

AMUREX OIL COMPANY

Vice-President

-MCH:sn

Amurex

MAR 5 1956
BUREAU OF MINES
Denver, Colorado

C. H. MURPHY, JR.
PRESIDENT

MURPHY BUILDING
EL DORADO, ARK.

February 28, 1956

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

Re: Docket DMEA 3786 (Uranium)
Big Bear et al Claims
Fremont County, Colorado
Proposed Exploration Project
Contract Idm-E907

Dear Mr. Traver:

We are in receipt of a copy of your letter, dated February 20, 1956, addressed to Messrs. Jack S. Josey and Frank C. Roper, San Angelo, Texas, wherein you requested information concerning Amurex Oil Company, relative to it being made a party as a joint operator in the subject contract.

Amurex Oil Company was incorporated November 19, 1951, in the State of Delaware, and is authorized to do business in the State of Colorado. We have examined a copy of the DMEA exploration contract and are willing to execute same as a non-operator to a joint venture.

Amurex Oil Company acquired a one-fourth undivided interest in the subject claims by assignment dated the 22nd day of July, 1955, from Jack S. Josey and Frank C. Roper. Frank C. Roper quitclaimed a one-fourth undivided interest to Amurex Oil Company in the Libby Lode on the 7th day of November, 1955. All of the above instruments are of record in the courthouse at Canon City, Colorado.

Messrs. Roper and Josey will be the operators on this project and are to act on behalf of the non-operators insofar as the actual day to day work and reporting is concerned. No formal operating agreement has been entered into by and between Josey and Roper, Marmik Oil Company and Amurex Oil Company. At such time it is deemed advisable for us to enter into an operating agreement we shall furnish your office a copy.

been entered into by and between Josey and Roper, Marmik Oil Company and Amurex Oil Company. At such time it is deemed advisable for us to enter into an operating agreement we shall furnish your office a copy.

Should the above information not be sufficient, we shall be glad to furnish any additional information that your office requests.

Yours very truly,

MARMIK OIL COMPANY

M. C. Shows

President

MCH/sn

Should the above information not be sufficient, we shall be glad to furnish any additional information that your office requests.

Yours very truly,

AMUREX OIL COMPANY

Vice President

MCH:sn

Denver, Colorado

ASSIGNMENT OF MINING LEASES

RECEIVED
MAR 19 1956

THIS AGREEMENT AND ASSIGNMENT entered into this the 22nd day of July, A. D., 1955, by and between JACK S. JOSEY and FRANK C. ROPER, parties of the first part, hereinafter referred to as ASSIGNORS and M. C. HOOVER and AMUREX OIL DEVELOPMENT COMPANY, a Delaware Corporation, with its home office in El Dorado, Arkansas, parties of the second part, hereinafter referred to as ASSIGNEES, witnesseth:

THAT, WHEREAS, Assignors are the owners of certain mining leases which were assigned to them by GORDON TOLLIVER and C. C. ROBISON, of the County of Socorro, State of New Mexico, said mining leases being located in the County of Fremont, State of Colorado, reference is here made to said assignment and to the original mining leases for all purposes; the assignment is recorded is recorded in Volume_____page_____, in the records of the County Clerk, Fremont County, Colorado; said original lease is recorded in Volume 344, page 376, of the records of the County Clerk of Fremont County, Colorado. The above-referred to lease and assignment covers certain tracts or parcels of land or lode mining claims described as lying and being in the County of Fremont, State of Colorado, to-wit:

Big Hole Lode Mining Claim No. 1;
Big Hole Lode Mining Claim No. 2;
Big Hole Lode Mining Claim No. 3;
Big Hole Lode Mining Claim No. 4;
Big Hole Lode Mining Claim No. 7;

Big Bear Lode Mining Claim No. 1;
Big Bear Lode Mining Claim No. 2;
Big Bear Lode Mining Claim No. 3;
Big Bear Lode Mining Claim No. 4;
Big Bear Lode Mining Claim No. 5;
Big Bear Lode Mining Claim No. 6;

Cactus Lode Mining Claim;
Zee No. One Lode Mining Claim.

And, WHEREAS, Gordon Tolliver and C. C. Robison did on the 18th day of April, 1955, transfer and assign to one, Robert H. Park, certain mining leases in Fremont County, Colorado; said assignment being recorded in Volume 350, page 198, of the records of the County Clerk of Fremont County, Colorado, to which assignment reference is made and said assignment is incorporated herein by reference and made a part hereof; and

WHEREAS, Robert H. Park did assign said claims to Jack S. Josey and Frank C. Roper by assignment dated June 15, 1955; said original assignment and said assignment from Robert H. Park did cover all those certain tracts or parcels or lode mining claims described as lying and being in the County of Fremont, State of Colorado, to-wit:

Big Hole Lode Mining Claim No. 5;
Big Hole Lode Mining Claim No. 6;
Big Hole Lode Mining Claim No. 8.

And, WHEREAS, it is the intention of the parties to this Agreement that a one-fourth (1/4th) interest in these claims be assigned to each of Assignees hereinabove named, subject to the terms and conditions of all of the above-referred to mining leases and assignments.

NOW, THEREFORE, it is agreed by and between the parties hereto and the Assignors do by these presents assign a one-fourth (1/4th) interest to M. C. Hoover and a one-fourth (1/4th) interest to Amurex Oil Development Company, a Delaware Corporation, in their right, title and interest in and to all mining leases by them derived in through and by each and every lease made to them or their Assignors and assigned to them for the sum of Ten ($10.00) Dollars and other valuable consideration.

IT IS FURTHER AGREED, that, for themselves, for their successors and assigns to take said interest subject to the royalties reserved in said original leases and assignments above-referred to. Assignors herein warrant that the royalties outstanding against said mining leases at the present time are in an amount equal to thirteen (13%) percent of the gross value of all ore shipped and delivered to the mill or plant to which sold; and

IT IS FURTHER AGREED, that, Assignees who take said assignment of interest subject to all of the terms and conditions of said leases and assignments referred to, including the obligation to pay their pro rata part of the minimum royalties which amounts to a total of $600.00 per month;however, Assignees may relieve themselves of the obligation to pay their pro rata part of the minimum royalties by executing a recordable instrument assigning the interest herein conveyed back to Assignors and their liability with reference to the minimum royalty provisions to the leases and assignments hereinabove referred to shall cease as of the date that said recordable instrument is delivered to Assignors herein.

IT IS FURTHER AGREED that this assignment shall be binding on and inure to the benefit of the Assignees, suedessors, or heirs or legal representatives of the various parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 22nd day of July, A. D., 1955.

/s/ Jack S. Josey
JACK S. JOSEY

/s/ Frank C. Roper
FRANK C. ROPER

ASSIGNORS

/s/ M. C. Hoover
M. C. HOOVER

AMUREX OIL DEVELOPMENT COMPANY

/s/ By Charley Hohe
Vice-President

ASSIGNEES

Conformed Copy

ASSIGNMENT OF MINING LEASES

THIS AGREEMENT AND ASSIGNMENT made and entered into this the 1st day of February, 1956, by and between M. C. HOOVER, as party of the first part, hereinafter referred to as Assignor, and FARMER OIL COMPANY, an Arkansas Corporation, with principal office at El Dorado, Arkansas, party of the second part, hereinafter referred to as Assignee, witnesseth:

RECEIVED
MAR 19 1956

THAT, WHEREAS, Assignor is the owner of an undivided one-fourth (1/4th) interest in and to certain mining leases which were assigned to him by JACKS, JOSEY and FRANK C. ROPER, by Assignment as dated July 22, 1955, to which reference is here made to said assignment and to the original mining leases for all purposes; the Assignment being recorded in Book 357 at Page 272, of the records of the County Clerk in and for Fremont County, Colorado, which leases and assignment thereof cover certain tracts or parcels of land or lode mining claims described as lying and being situate in the County of Fremont, State of Colorado, to-wit:

Big Hole Lode Mining Claim No. 1;
Big Hole Lode Mining Claim No. 2;
Big Hole Lode Mining Claim No. 3;
Big Hole Lode Mining Claim No. 4;
Big Hole Lode Mining Claim No. 5;
Big Hole Lode Mining Claim No. 6;
Big Hole Lode Mining Claim No. 7;
Big Hole Lode Mining Claim No. 8;

Big Bear Lode Mining Claim No. 1;
Big Bear Lode Mining Claim No. 2;
Big Bear Lode Mining Claim No. 3;
Big Bear Lode Mining Claim No. 4;
Big Bear Lode Mining Claim No. 5;
Big Bear Lode Mining Claim No. 6;

Cactus Lode Mining Claim;
Lee No. One Lode Mining Claim.

NOW, THEREFORE, it is agreed by and between the parties hereto, that for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, does by these presents assign unto Assignee, his undivided one-fourth (1/4th) interest in and to the mining leases aforesaid, subject to the terms and

STATE OF ARKANSAS,)
) ss.
COUNTY OF UNION.)

The foregoing instrument was acknowledged before me this 1st day of February, A. D. 1956, by M. C. HOOVER.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public in and for
Union County, Arkansas.

STATE OF ARKANSAS,)
) ss.
COUNTY OF UNION.)

The foregoing instrument was acknowledged before me this 1st day of February, A. D. 1956, by M. C. HOOVER, President of MARMIK OIL COMPANY.

WITNESS my hand and official seal.

My Commission Expires:

Notary Public in and for
Union County, Arkansas.

304721
Book 364, Page 177
2/6/56 8:03 A.M.

QUITCLAIM OF MINING CLAIM

RECEIVED
MAR 19 1956

THIS INDENTURE made and entered into this the 1st day of February, 1956, by and between M. C. McGYVER, as Party of the First Part, and MARNEY OIL COMPANY, an Arkansas Corporation, with principal operating office at El Dorado, Arkansas, as Party of the Second Part, witnesseth;

THAT, WHEREAS, Party of the First Part is the owner of an undivided four-sixteenths (4/16ths) interest in and to a certain mining claim as hereinafter described, which interest was acquired by virtue of an indenture as dated November 7, 1955, to which reference is here made for all purposes, which indenture is recorded in Book ___ at Page ___ of the records of the County Clerk in and for the County of Fremont, State of Colorado;

NOW, THEREFORE, the Party of the First Part, for and in consideration of the sum of Ten Dollars ($10.00), and certain other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, remise, release, convey and quitclaim unto the Party of the Second Part, its successors and assigns forever, the following described mining property situated in the Devil's Hole Mining District in the County of Fremont, State of Colorado, to-wit:

> An undivided four-sixteenths (4/16ths) interest in and to that certain mining claim being so situated and BEGINNING at Corner No. 1 which bears S. 18 deg. E. 475 feet from NW corner of old Zingheim house; THENCE N. 750 feet to Post No. 2, eastside center of claim; THENCE N. 750 feet to Post No. 3, NE corner of claim; THENCE West 600 feet to Post No. 4, NW corner of claim; THENCE South 750 feet to West side center Post No. 5; THENCE S. 750 feet to Post No. 6, SW corner of claim; THENCE East 600 feet to Post No. 1, SE corner of claim, the place of beginning. Discovery cut is in center of claim and bears N. 29 deg. W. 300 feet from NW corner of old Zingheim house. In Twp. 18 S., Rge. 73 W., 6th P.M.;

which said mining claim is that mining claim identified by Location Certificate as being on the Libby Lode in Devil's Hole Mining District, Fremont County, State of Colorado, and identified by Location Certificate, being

Entry No. 291083 of the Fremont County records filed in the office of the County Clerk and Recorder of Fremont County at 11:46 o'clock A.M., November 16, 1954, and recorded in Book 342, at Page 16 of said records; together with all the dips, spurs, angles, and variations, also all the metals, ores and mineral substances therein and thereunder, and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the Party of the First Part of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances and privileges thereto incident, unto the Party of the Second Part, its successors and assigns, forever, subject to the terms, conditions and reservations contained in the assignment referred to above.

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

M. C. Hoover

Party of the First Part

MARMIK OIL COMPANY

By: _____
President

Party of the Second Part

STATE OF ARKANSAS,)
) ss.
COUNTY OF UNION.)

The foregoing instrument was acknowledged before me this 1st day of February, A.D. 1956, by M. C. HOOVER.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public in and for
Union County, Arkansas.
Sarah A. Norris

STATE OF ARKANSAS,)
) ss.
COUNTY OF UNION.)

The foregoing instrument was acknowledged before me this 1st day of February, A.D. 1956, by M. C. HOOVER, President of MARMIK OIL COMPANY.

WITNESS my hand and official seal.

My Commission Expires:

_____

Notary Public in and for
Union County, Arkansas.
Sarah A. Norris

304720
Book 364, Page 180
2/6/56 8:02 A.M.

3/9/56 Lyn

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

RECEIVED
MAR - 9 1956

224 New Customhouse
Denver 2, Colorado

March 6, 1956

Messrs. Frank C. Roper
and Jack S. Josey
1706-17 C & I Life Building
Houston, Texas

Attention: Robert H. Park

Re: Docket 3786 (Uranium)
Big Bear and et al. Claims
Fremont County, Colorado
Proposed Exploration Contract
Idm-E907

Gentlemen:

Thank you for your letter of March 5, 1956 enclosing representations by the Marmik Oil Company and Amurex Oil Company and documents pertaining to their purchase of one-quarter interest each in the Big Bear et al. claims.

In the last paragraph of your letter of March 5 you state that you are trying to commence operations on or about April 1. Because of the complications that have developed from a sale of one-half interest in the Big Bear et al. claims, it is necessary that the contract be returned to the Washington Office, DMEA to make the necessary change in the contract because it will now be a joint venture instead of the partnership as presently drawn. Therefore, you should defer your plans relative to commencing work until the matter has been resolved.

Very truly yours,

W. M. TRAVER

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

JWT:jy
cc: Docket 3786
Chairm. Op. Comm. (2)
Harshman
Shaw
Townsend
Chron.

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

RECEIVED
MAR 9 1956

224 New Customhouse
Denver 2, Colorado

March 6, 1956

Messrs. Frank C. Roper
and Jack S. Josey
1706-17 C & I Life Building
Houston, Texas

Attention: Robert H. Park

Re: Docket 3786 (Uranium)
Big Bear and et al. Claims
Fremont County, Colorado
Proposed Exploration Contract
Idm-E907

Gentlemen:

Thank you for your letter of March 5, 1956 enclosing representations by the Marmik Oil Company and Amurex Oil Company and documents pertaining to their purchase of one-quarter interest each in the Big Bear et al. claims.

In the last paragraph of your letter of March 5 you state that you are trying to commence operations on or about April 1. Because of the complications that have developed from a sale of one-half interest in the Big Bear et al. claims, it is necessary that the contract be returned to the Washington Office, DMEA to make the necessary change in the contract because it will now be a joint venture instead of the partnership as presently drawn. Therefore, you should defer your plans relative to commencing work until the matter has been resolved.

Very truly yours,

W. M. TRAVER

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

JWT:jy
cc: Docket 3786
Chairm. Op. Comm. (2)
Harshman
Shaw
Townsend
Chron.

3/12/56

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

RECEIVED
MAR 12 1956

224 New Customhouse
Denver 2, Colorado

March 5, 1956

RECEIVED
MAR 6 1956
Div. of Mineral Technology
BUREAU OF MINES
Denver Experiment Station
Denver, Colorado

Messrs. Jack S. Josey and
Frank C. Roper
1706-17 C. & I. Life Building
Houston, Texas

Re: Docket DMEA 3786 (Uranium),
Big Bear et al. Claims,
Fremont County, Colorado,
Proposed Exploration Project
Contract Idm-E907.

Gentlemen:

Reference is made to your letter of February 24, 1956, wherein you advised that the Marmik Oil Company and Amurex Oil Company had each purchased a one-fourth interest in the Big Bear et al. Claims, which are involved under proposed Contract Idm-E907.

From your statement, we assume that the contract should be made out as a joint venture consisting of Jack S. Josey and Frank C. Roper, Partners, Marmik Oil Company, and Amurex Oil Company, with the latter two companies being inactive in the management of the operations under the DMEA contract. Please advise by return mail whether our assumption is correct. If not, state just how the contract is to be made out.

When the above information, representations of the two oil companies, and copies of the sale agreements have been received, the entire matter, including the contract, will be forwarded to the Washington Office, DMEA, for appropriate action.

Very truly yours,

W. M. TRAVER

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

JWT:prl
cc: Chairman, Oper. Comm. (2)
Harshman
Shaw
Townsend
Corres. file
Chron.

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

224 New Customhouse
Denver 2, Colorado

March 5, 1956

Messrs. Jack S. Josey and
Frank C. Roper
1706-17 C. & I. Life Building
Houston, Texas

RECEIVED
MAR 12 1956

Re: Docket DMEA 3786 (Uranium),
Big Bear et al. Claims,
Fremont County, Colorado,
Proposed Exploration Project
Contract Idm-E907.

Gentlemen:

Reference is made to your letter of February 24, 1956, wherein you advised that the Marmik Oil Company and Amurex Oil Company had each purchased a one-fourth interest in the Big Bear et al. Claims, which are involved under proposed Contract Idm-E907.

From your statement, we assume that the contract should be made out as a joint venture consisting of Jack S. Josey and Frank C. Roper, Partners, Marmik Oil Company, and Amurex Oil Company, with the latter two companies being inactive in the management of the operations under the DMEA contract. Please advise by return mail whether our assumption is correct. If not, state just how the contract is to be made out.

When the above information, representations of the two oil companies, and copies of the sale agreements have been received, the entire matter, including the contract, will be forwarded to the Washington Office, DMEA, for appropriate action.

Very truly yours,

W. M. TRAVER

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

JWT:prl
cc: Chairman, Oper. Comm. (2)
Harshman
Shaw
Townsend
Corres. file
Chron.

FILE COPY
Surname:
Ching
Selfridge
Hitchendorf

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

MAR - 5 1956

DEPARTMENT OF THE INTERIOR

DMEA
14X4401(01) Revolving Fund,
Defense Production Act,
Interior, (Allocated Working Fund to the
Office of the Secy.)

T E L E T Y P E

W. M. TRAVER, EXECUTIVE OFFICER
DMEA FIELD TEAM, REGION III
224 NEW CUSTOMHOUSE BUILDING
DENVER 12, COLORADO

REURMEW FEBRUARY 28 JOSEY AND ROPER DOCKET 3786. RETURN ALL COPIES CONTRACT TOGETHER WITH COMPLETE REPRESENTATIONS OF TWO OIL COMPANIES. ROPER LETTER FEBRUARY 24 DOES NOT STATE SPECIFICALLY THAT OPERATOR WILL BE THREE PARTY JOINT VENTURE. PLEASE CLARIFY.

George C. Selfridge
(HB)
GEORGE C. SELFRIDGE
CHAIRMAN, OPERATING COMMITTEE

MChing/izmm 3-2-56
cc to: Docket
Code 700
Admr.'s Reading File
Operating Committee
Mr. Ching
Confirmation to Region III

Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

R.C.L.

3/2/56 gm

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

RECEIVED
MAR - 1 1956

224 New Customhouse
Denver 2, Colorado

VIA AIR MAIL

February 28, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Big Bear et al. Claims, Fremont County, Colorado, Proposed Exploration Project Contract Idm-E907.

In conjunction with the matter discussed in the teletype from W. S. Martin, Acting Chairman, Operating Committee, of February 20, 1956, we are enclosing four copies of a letter from Frank C. Roper, dated February 24, 1956, which is in reply to our letter to him relative to the information requested in the Acting Chairman's teletype.

It appears that the Contract will be a joint venture between Marmik Oil Company, Amurex Oil Company, and Josey & Roper, with the two oil companies as inactive partners. The two oil companies are preparing complete representations of the matter which will be forwarded to you as soon as received.

Because of the change in ownership and the fact of the operation being a joint venture, it appears that it will be necessary to return all copies of the Contract to you for revision. Please teletype advice in the matter so that we will have the information by the time the data is received from the oil companies.

Also enclosed are four copies of a letter from Frank C. Roper, dated February 21, 1956, wherein he requests a change in his mailing address from that shown in the Contract.

W. M. Traver

W. M. Traver

Enclosures

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

RECEIVED
MAR - 1 1956

224 New Customhouse
Denver 2, Colorado

VIA AIR MAIL

February 28, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Big Bear et al. Claims, Fremont County, Colorado, Proposed Exploration Project Contract Idm-E907.

In conjunction with the matter discussed in the teletype from W. S. Martin, Acting Chairman, Operating Committee, of February 20, 1956, we are enclosing four copies of a letter from Frank C. Roper, dated February 24, 1956, which is in reply to our letter to him relative to the information requested in the Acting Chairman's teletype.

It appears that the Contract will be a joint venture between Marmik Oil Company, Amurex Oil Company, and Josey & Roper, with the two oil companies as inactive partners. The two oil companies are preparing complete representations of the matter which will be forwarded to you as soon as received.

Because of the change in ownership and the fact of the operation being a joint venture, it appears that it will be necessary to return all copies of the Contract to you for revision. Please teletype advice in the matter so that we will have the information by the time the data is received from the oil companies.

Also enclosed are four copies of a letter from Frank C. Roper, dated February 21, 1956, wherein he requests a change in his mailing address from that shown in the Contract.

W. M. Traver

W. M. Traver

Enclosures

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

February 24, 1956

DMEA
Date Rec'd.
FEB 27 1956
RECEIVED
MAR - 1 1956
BUREAU OF MINES
Denver, Colorado

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

Re: Docket DMEA 3786 (Uranium)
Big Bear et al Claims,
Fremont County, Colorado
Proposed Exploration Project
Contract Idm-E907

Dear Mr. Traver:

Reference to your letter of February 20, 1956, beg to advise that requirements as set out in above communication will be forwarded as soon as possible.

I wish to supplement and clarify my letter to you of February 8, 1956. Marmik Oil Company, owns a one-fourth interest in Big Bear et al properties, and Amurex Oil Company, a Delaware Corporation, with home office in El Dorado, Arkansas, owns a one-fourth interest. These parties purchased their interests in the project prior to the approval of the DMEA loan.

Please be assured that all efforts will be made to furnish you the necessary requirements enumerated in your letter of February 20 on both Marmik Oil Company and Amurex Oil Company.

I regret the inconvenience caused you, but trust that the foregoing will clarify matters to your satisfaction, however, if not, please advise.

Thanking you very much, I am

Very truly yours,

Frank C. Roper

Frank C. Roper

FCR:nm
cc: Jack S. Josey, 1706 C & I Life Building, Houston, Texas

Marmik Oil Company, Murphy Building, El Dorado, Arkansas

Amurex Oil Company, Murphy Building, El Dorado, Arkansas

Frank C. Roper
GEOLOGIST · PRODUCER
P O BOX 1185
SAN ANGELO, TEXAS

February 24, 1956

DMEA
Date Rec'd
FEB 27 1956
BUREAU OF MINES
Denver, Colorado
RECEIVED
MAR 2 1956

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

Re: Docket DMEA 3786 (Uranium)
Big Bear et al Claims,
Fremont County, Colorado
Proposed Exploration Project
Contract Idm-E907

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cc: Jack S. Josey, 1706 C & I Life Building, Houston, Texas

Marmik Oil Company, Murphy Building, El Dorado, Arkansas

Amurex Oil Company, Murphy Building, El Dorado, Arkansas

Frank C. Roper
GEOLOGIST - PRODUCER
P O BOX 1185
SAN ANGELO, TEXAS

February 24, 1956

DMEA
Date Rec'd
FEB 27 1956
BUREAU OF MINES
Denver, Colorado

RECEIVED
MAR - 1 1956

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

Re: Docket DMEA 3786 (Uranium)
Big Bear et al Claims,
Fremont County, Colorado
Proposed Exploration Project
Contract Idm-E907

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Marmik Oil Company, Murphy Building, El Dorado, Arkansas

Amurex Oil Company, Murphy Building, El Dorado, Arkansas

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

February 24, 1956

DMEA
Date Rec'd
FEB 27 1956
BUREAU OF MINES
Denver, Colorado
RECEIVED
MAY 2 1956

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

Re: Docket DMEA 3786 (Uranium)
Big Bear et al Claims,
Fremont County, Colorado
Proposed Exploration Project
Contract Idm-E907

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Marmik Oil Company, Murphy Building, El Dorado, Arkansas

Amurex Oil Company, Murphy Building, El Dorado, Arkansas

T
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C
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Frank C. Roper

GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

Feb. 21, 1956.

MAR 1 1956
DMEA
Date Rec'd.
FEB 23 1956
BUREAU OF MINES
Denver, Colorado

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

Re: Change of Address

Dear Mr. Traver:

Effective March 1, 1956, please change my mailing address from P. O. Box 1185, San Angelo, Texas, to

Frank C. Roper
Jack S. Josey
1706-17 C & I Life Bldg.
Houston, Texas.

It will be greatly appreciated to send all future correspondence to the aforementioned address.

Thanking you very much, I am

Very truly yours,

Frank C. Roper

Frank C. Roper

T
T
C
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Frank C. Roper

GEOLOGIST · PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

Feb. 21, 1956.

RECEIVED
MAR - 1 1956

DMEA
Date Rec'd
FEB 23 1956

BUREAU OF MINES
Denver, Colorado

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

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Frank C. Roper

Frank C. Roper

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Frank C. Roper

GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

Feb. 21, 1956.

RECEIVED
MAR 1 1956

DMEA
Date Rec'd.
FEB 23 1956

BUREAU OF MINES
Denver, Colorado

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

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Frank C. Roper

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Frank C. Roper

GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

DMEA
Date Rec'd.
FEB 23 1956
BUREAU OF MINES
Denver, Colorado

Feb. 21, 1956.

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

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Very truly yours,

Frank C. Roper

Frank C. Roper

Surname copy

Department of the Interior

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

DMEA
14X14.01(01) Revolving Fund, Defense Production Act, Interior (Allocated Working Fund to the Office of the Secy.)

Ching
F. Krause
Geehan
Williams
Martin
F. Foreman
McKendry

TELETYPE

W. M. TRAVER, EXECUTIVE OFFICER
DMEA FIELD TEAM, REGION III
224 NEW CUSTOMHOUSE BUILDING
DENVER 2, COLORADO

FEB 20 1956

REFERENCE FEBRUARY 16 JOSEY AND ROPER DOCKET 3766 WE REQUIRE COPY INSTRUMENT SALE TO MARMIX OIL COMPANY AND INFORMATION ON NATURE OF COMPANY. IF CORPORATION WHERE INCORPORATED. DOES IT HAVE RIGHT TO BECOME MEMBER OF A PARTNERSHIP? THIS COULD BE JOINT VENTURE INSTEAD OF PARTNERSHIP. REQUEST COMPLETE REPRESENTATION FROM MARMIX.

W. S. Martin

ACTING CHAIRMAN, OPERATING COMMITTEE (246)

MChing/gla
2-20-56
cc to: Admr.'s Reading File
Operating Committee
Docket
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA
Code 700
Mr. Ching
Confirmation to Region III

R.G.S.

2-20-56

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

RECEIVED
FEB 17 1956

224 New Customhouse
Denver 2, Colorado

AIR MAIL
SPECIAL DELIVERY

February 16, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Jack S. Josey and Frank C. Roper, Big Bear et al. Claims, Fremont County, Colorado, Proposed Exploration Project Contract Idm-E907

Enclosed are the original and two copies of a letter from the applicants, dated February 8, 1956, and two copies of a letter from this office, dated February 16, 1956, acknowledging their letter.

The letters are in reference to the addition of a third party to the DMEA Contract, and are self-explanatory.

We are holding all copies of the Contract in this office pending receipt of advice from you as to the requirements and as to how we should proceed.

W. M. Traver

Enclosures

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

RECEIVED
FEB 17 1956

224 New Customhouse
Denver 2, Colorado

February 16, 1956

Messrs. Jack S. Josey
and Frank C.Roper
210 McBurnett Building
P. O. Box 1185
San Angelo, Texas

Re: Docket DMEA 3786 (Uranium),
Big Bear et al. Claims,
Fremont County, Colorado
Proposed Exploration Project
Contract Idm-E907

Gentlemen:

Reference is made to your letter of February 8, 1956, whereby you returned the executed copies of proposed Exploration Project Contract Idm-E907, and advised that you had sold one-half interest in the claims involved with the contract to the Marmik Oil Company and inquired as to the necessary procedures to make that company a party to the Agreement.

We assume from you request that it is your intent that Marmik Oil Company becomes an active third partner in the DMEA Contract, and on that basis we have requested advice from our Washington Office as to the requirements and how we should proceed in the matter.

We will hold the Operator's copy of the proposed Contract in this office until the matter has been resolved.

Very truly yours,

W. M. TRAVER

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

JWT:prl
cc: Chairman, Oper. Comm. (2)
Harshman
Shaw
Townsend
Corres. file
Chron.

LENOIR M. JOSEY, INC.
1706-7 C & I LIFE BUILDING
HOUSTON 2, TEXAS

RECEIVED
FEB 17

8 February 1956

DMEA
Date Rec'd.
FEB 16 1956
BUREAU OF MINES
Denver, Colorado

Mr. W.M. Tarver
Executive Office, DMEA
Region III
224 New Customhouse
Denver 2, Colorado

Re: Docket DMEA-3786 (Uranium) Big Bear et al Claims, Fremont County, Colorado, Proposed Exploration Project Contract Idm-E907.

Dear Mr. Tarver:

Enclosed are the executed copies of the Exploration Project Contract Idm-E907.

We have made arrangements with Marine Exploration Company of Houston, Texas to begin this work on April 1, 1956 if this starting date is agreeable to you.

We are presently in the process of having a contract drawn up with Marine Exploration Company which will conform with requirements in price structure in our contract with the United States Government.

We, Frank C. Roper and Jack S. Josey, have sold a one-half interest in these claims to Marmik Oil Company, whose home office is in Eldorado, Arkansas and whose President is M.C. Hoover. We, the operators, feel that this association makes a stronger union financially for the development of this claim and Marmik Oil Company will join in or ratify our agreement with the government or will file with you whatever is necessary to become a party to this agreement.

We know in the contract that we must have the government's written permission and we would appreciate you telling us what is necessary to complete this transaction.

continued-

LENOIR M. JOSEY, INC.
1706-7 C & I LIFE BUILDING
HOUSTON 2, TEXAS

RECEIVED
FEB 17

8 February 1956

Mr. W.M. Tarver
Executive Officer, DMEA
Region III
224 New Customhouse
Denver 2, Colorado

We are sorry that these executed contracts have not been returned to you sooner but Jack Josey has been out of town and we needed to check the contract with the people who we intended to have help us to this work.

Very truly yours,

Jack S. Josey

Frank C. Roper

RHP:m
Encl.

LENOIR M. JOSEY, INC.
1706-7 C & I LIFE BUILDING
HOUSTON 2, TEXAS

RECEIVED FEB 17 1956

8 February 1956

DMEA
Date Rec'd.
FEB 16 1956
BUREAU OF MINES
Denver, Colorado

Mr. W.M. Tarver
Executive Office, DMEA
Region III
224 New Customhouse
Denver 2, Colorado

Re: Docket DMEA-3786 (Uranium) Big Bear et al Claims, Fremont County, Colorado, Proposed Exploration Project Contract Idm-E907.

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continued-

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1706-7 C & I LIFE BUILDING
HOUSTON 2, TEXAS

8 February 1956

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Region III
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Frank C. Roper

RHP:m
Encl.

2-1-56 dgm

Frank C. Roper
GEOLOGIST · PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

January 28, 1956

DMEA
Date Rec'd
JAN 30 1956
BUREAU OF MINES
Denver, Colorado

TAB

RECEIVED
FEB - 1 1956
DMEA-3786

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

Re: Docket DMEA (Uranium)
Big Bear, et al, Claims
Fremont County, Colorado
Proposed Exp. Project IDM-E907

Dear Mr. Traver:

Receipt is acknowledged of your letter of January 24th, relative to Exploration Project contract which has been received.

The subject contracts are in Mr. Josey's office at Houston awaiting his signature. He has been out of the city until a few days ago.

I regret the delay in returning these contracts to you, but I feel sure that we will forward them on to you in the near future. We have made an inspection on the Big Hole Claims as to weather conditions, terrain, etc., and have decided to commence our core drill program about April 1, 1956. If this does not meet with your approval, your advising us of different plans will be greatly appreciated.

Thanking you very much, I am

Very truly yours,

Frank C. Roper

Frank C. Roper

FCR:rbn

cc: Chairman Oper. Comm. (2)

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1108
SAN ANGELO, TEXAS

January 28, 1956

DMEA
Date Rec'd.
JAN 30 1956
BUREAU OF MINES
Denver, Colorado

RECEIVED
FEB - 1 1956

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

Re: Docket DMEA (Uranium)
Big Bear, et al, Claims
Fremont County, Colorado
Proposed Exp. Project IDM-E907

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Frank C. Roper

Frank C. Roper

FCR:rbm

cc: Chairman, Oper. Comm. (2)

1-26-56

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

RECEIVED
JAN 26 1956

224 New Customhouse
Denver 2, Colorado

CERTIFIED MAIL

January 24, 1956

Messrs. Jack S. Josey and
Frank C. Roper, Partners
210 McBurnett Building
P. O. Box 1185
San Angelo, Texas

Re: Docket DMEA 3786 (Uranium)
Big Bear et al. Claims
Fremont County, Colorado,
Proposed Exploration
Project Contract Idm-E907

Gentlemen:

Under date of January 4, 1956, we sent you by certified mail for your signature the Government's, Division, Docket, Finance Office, and Field Team copies of proposed Exploration Project Contract Idm-E907, and instructed you that upon return of all copies of the Contract you were to advise us the date on or before which work would be commenced for our insertion under Article 3 of the Contract form.

As we have not received the executed copies of the Contract or any correspondence from you, we will appreciate your prompt attention to the return of the executed copies of the Contract, or advice to us in the matter.

Very truly yours,

W. M. TRAVER

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

JWT:prl
cc: Chairman, Oper. Comm. (2)
Harshman
Shaw
Townsend
Docket file
Chron.

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

RECEIVED
JAN 26 1956

224 New Customhouse
Denver 2, Colorado

CERTIFIED MAIL

January 24, 1956

Messrs. Jack S. Josey and
Frank C. Roper, Partners
210 McBurnett Building
P. O. Box 1185
San Angelo, Texas

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Big Bear et al. Claims
Fremont County, Colorado,
Proposed Exploration
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W. M. TRAVER

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

JWT:prl
cc: Chairman, Oper. Comm. (2)
Harshman
Shaw
Townsend
Docket file
Chron.

1-6-55 Lgm

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

RECEIVED JAN 6 1956

January 4, 1956

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Jack S. Josey and Frank C. Roper, Big Bear, et al., claims, Fremont County, Colorado

Your letter of November 28, 1955 called to our attention the discrepancy that arises in trying to plot the position of the Libby claim from its description when the Northwest corner of the old Zingheim house is located by means of the description of the Zee No. 1 claim on Location Certificate No. 12.

Enclosed are three copies of a map showing the true location of the Libby claim which has been submitted by the applicant.

The applicant has also supplied the Consents to Lien and Subordination Agreements mentioned in your letter of December 15, 1955. The contract is being forwarded to the applicant for signature.

W. M. Traver

W. M. Traver

Enclosures

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

January 4, 1956

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

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W. M. Traver

W. M. Traver

Enclosures

1-6-56 dgm

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

224 New Customhouse
Denver 2, Colorado

CERTIFIED MAIL

January 4, 1956

Messrs. Jack S. Jossy and Frank C. Roper, Partners
210 McBurnett Building, P. O. Box 1185
San Angelo, Texas

Re: Docket DMEA-3786 (Uranium) Big Bear et al. Claims, Fremont County, Colorado, Proposed Exploration Project Contract Idm-E907

Gentlemen:

Enclosed are the Government's, Division, Docket, Finance Office, and Field Team copies of proposed Exploration Project Contract Idm-E907, which was prepared pursuant to your application, and has been signed by the Administrator, DMEA, for the Government, to authorize Government participation in the cost of exploration work under the Defense Minerals Exploration Administration program.

If the contract is satisfactory to you, all copies are to be signed by both partners as indicated, and all copies returned to this office. Upon receipt of the properly executed copies of the contract, the "Operator's" copy will be forwarded to you, together with forms and instructions relative to reporting on the work performed under the contract.

Because of uncertain weather conditions, a starting date and date for completion of the project have been left blank under Article 3 of the contract form. Therefore, when the executed copies of the contract are returned to this office, please advise of the date on or before which you contemplate you will be able to commence work under the contract. We will then allow a seven month period subsequent to that date for completion of the work, if you deem that to be adequate; otherwise, please advise of any additional time necessary.

You are cautioned that work performed prior to the date of the contract is not an allowable cost to the project.

Very truly yours,

W. M. Traver

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

Encls.
WMT:bh
cc-Chair. Op. Comm. (2)
Harshman
Shaw
Townsend
Docket File 3786
Chron.

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

RECEIVED
DEC 16 1955

AIR MAIL

December 12, 1955

224 New Customhouse
Denver 2, Colorado

Mr. Frank C. Roper
210 McBurnett Building
P. O. Box 1185
San Angelo, Texas

Re: Docket DMEA 3786 (Uranium),
Fremont County, Colorado

Dear Mr. Roper:

This has further reference to our telephone conversation of this date. Please destroy the Owner's Consent to Lien and Subordination Agreements forwarded you with our letter of December 6, 1955. The Washington DMEA office advises that certain changes are necessary. These changes have been incorporated in the enclosed Owner's Consent to Lien and Subordination Agreement forms. The enclosed forms should be signed as follows:

1. The original and five copies of Form MF-203, Owner's Consent to Lien should be signed by Leslie Taylor, Walter W. Higgins, Donald Higgins, M. N. Taylor, Alan Taylor and M. N. Taylor, Jr.

2. The original and five copies of Form MF-201, Subordination Agreement to be signed by Gordon Tolliver and C. C. Robison who hold royalty rights in the Agreement of Operation.

3. The original and five copies of Form MF-201, Subordination Agreement on the Libby Lode Mining claim to be signed by Elizabeth Lingheim.

When all the above signatures have been obtained, please return all signed copies to this office.

We hope this change will cause you a minimum of inconvenience.

Very truly yours,

E. N. Harshman

E. N. Harshman
Acting Executive Officer, DMEA
Field Team, Region III

Enclosures
HMC:ab

cc: Chair. Op. Comm. (2)
Harshman
Docket 3786
Chron.
Enclosures

Surname copy

700

Ching
Ellis
Chamber
Selfridge
Ferguson
Mettendorf

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

DEC 15 1955

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

Re: Docket No. DMEA-3786(Uranium)
Jack S. Josey and Frank C. Roper
Big Bear, et al., claims
Fremont County, Colorado

Dear Mr. Traver:

Enclosed are the original and five copies of a long-form contract between the Government and Jack S. Josey and Frank C. Roper, signed by the Administrator. Also enclosed are two extra copies of Exhibit "A", Annex I, and map (Figure 2).

If you find the contract in order, it is ready for forwarding to the Applicant for signature, subject to the following requirements:

1. Insertion of suitable final starting and completion dates under Article 3.

2. Receipt by you of the Consent to Lien and Subordination Agreements referred to in our letter to you, dated November 28, 1955.

It has been our practice to insert the completion date under Article 3, but, because of winter weather conditions, we are leaving the determination of that date, as well as of the final starting date, to the Field Team. A working period of seven months is suggested.

Estimated costs as detailed in the Report of Examination were adhered to rather closely in the contract, except that the incidental allowance for each foot of drilling does not include provisions for a surveyor and assistant, draftsman, and stenographer.

MChing/gla 12-9-55
cc to: Admr.'s Reading File
Operating Committee
Docket
Code 700
Mr. Ching

Sincerely yours,
George C. Selfridge (JB)
Chairman, Operating Committee

Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

Enclosures

APPROVED:

/s/ Robert W. Geehan (JB)
Member, Bureau of Mines

Thor H. Kiilsgaard (JB)
Member, Geological Survey

Surname copy

700

Ching
Ellis
Kiilsgaard
Yoder
Selfridge
Hendrson
Whittendorf

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

(Uranium)

DEC 12 1955

TELETYPE

DEPARTMENT OF THE INTERIOR

DMEA

14X4401(01) Revolving Fund, Defense Production Act, Interior (Allocated Working Fund to the Office of the Secy.)

W. M. TRAVER, EXECUTIVE OFFICER
DMEA FIELD TEAM, REGION III
224 NEW CUSTOMHOUSE BUILDING
DENVER 2, COLORADO

REURTEM DECEMBER 6 JOSEY AND ROPER DOCKET 3786 FOURTEENTH CLAIM CACTUS NUMBER 1 COVERED BY LEASE DATED MARCH 24, 1955, AND ASSIGNMENT DATED MARCH 25, 1955. TO YOUR LANGUAGE IN CONSENT TO LIEN AND FIRST SUBORDINATION AGREEMENT AND "AND DESCRIBED IN THE LOCATION CERTIFICATE FOR THE CACTUS NO. 1 CLAIM FILED FOR RECORD APRIL 16, 1955, IN BOOK 345 PAGE 207, OFFICIAL RECORDS OF SAID COUNTY." IN SECOND SUBORDINATION AGREEMENT RECITE "DESCRIBED IN THE LOCATION CERTIFICATE FOR THE LIBBY CLAIM FILED FOR RECORD NOVEMBER 10, 1954, IN BOOK 342 PAGE 18 OFFICIAL RECORDS OF SAID COUNTY."

George C. Selfridge
(24B)

GEORGE C. SELFRIDGE
CHAIRMAN, OPERATING COMMITTEE

MChing/gla
12-9-55
cc to: Admr.'s Reading File
Operating Committee
Docket
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA
Code 700
Mr. Ching
Confirmation to Region III

12/8/5 sgln

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

RECEIVED
DEC - 8 1955

December 6, 1955

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Chairman, Operating Committee, DMEA

From: Acting Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Jack S. Josey and Frank C. Roper, Big Bear et al., claims, Fremont County, Colorado

Enclosed are two copies of our letter to the subject applicant in accordance with your letter of November 28, 1955 on the subject docket. We are unable to count 14 claims other than the Libby claim mentioned twice in your letter of November 28, 1955. Also we have no record of the recording data on the Libby lode mining claim, and in the Subordination Agreement to be signed by Elizabeth Zingheim, we have left the book and page numbers blank and have requested the applicant to fill in the proper book and page numbers.

Enclosed are two copies each of the Consent to Lien and Subordination Agreement forms forwarded to the applicant with our letter of December 6, 1955 for your review and comments regarding our description of the property, and if 14 claims are involved other than the Libby lode claim, these forms might not be in proper legal form.

E. N. Harshman

E. N. Harshman

Enclosures

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

RECEIVED
DEC - 8 1955

December 6, 1955

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Chairman, Operating Committee, DMEA

From: Acting Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Jack S. Josey and Frank C. Roper, Big Bear et al., claims, Fremont County, Colorado

Enclosed are two copies of our letter to the subject applicant in accordance with your letter of November 28, 1955 on the subject docket. We are unable to count 14 claims other than the Libby claim mentioned twice in your letter of November 28, 1955. Also we have no record of the recording date on the Libby lode mining claim, and in the Subordination Agreement to be signed by Elizabeth Zingheim, we have left the book and page numbers blank and have requested the applicant to fill in the proper book and page numbers.

Enclosed are two copies each of the Consent to Lien and Subordination Agreement forms forwarded to the applicant with our letter of December 6, 1955 for your review and comments regarding our description of the property, and if 14 claims are involved other than the Libby lode claim, these forms might not be in proper legal form.

E. N. Hardman

E. N. Hardman

Enclosures

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

RECEIVED
DEC - 8 1955

December 6, 1955

224 New Customhouse
Denver 2, Colorado

Mr. Frank C. Roper
210 McBurnett Building
P. O. Box 1185
San Angelo, Texas

Re: Docket DMEA 3786 (Uranium), Fremont County, Colorado

Dear Mr. Roper:

Enclosed are the following:

1. The original and five copies of Form MF-203, Owner's Consent to Lien to be signed by Leslie Taylor, Walter W. Higgins, Donald Higgins, M. N. Taylor, Alan Taylor, and M. N. Taylor, Jr., owners of the 13 claims listed in the Assignment of Mining Lease and Agreement for Operation dated March 7, 1955 and recorded in book 344, page 489 in the official records of Fremont County, Colorado

2. The original and five copies of Form MF-201, Subordination Agreement to be signed by Gordon Tolliver and C. C. Robison who hold royalty rights in an Agreement for Operation dated March 7, 1955 and which was recorded in book 344, page 489 in official records of Fremont County, Colorado

3. The original and five copies of Form MF-201, Subordination Agreement on the Libby lode mining claim to be signed by Elizabeth Zingheim. We do not have the book and page of recording of this claim, so we have left the book number and page number blank. Will you please insert the proper book and page numbers on all copies of this Subordination Agreement before obtaining Elizabeth Zingheim's signatures.

When all of the above signatures have been obtained, please return all signed copies to this office, so that we may continue to process your application.

The Washington DMEA office has noted the discrepancy in trying

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

RECEIVED
DEC - 8 1955

December 6, 1955

224 New Customhouse
Denver 2, Colorado

Mr. Frank C. Roper
210 McBurnett Building
P. O. Box 1185
San Angelo, Texas

Re: Docket DMEA 3786 (Uranium), Fremont County, Colorado

Dear Mr. Roper:

Enclosed are the following:

1. The original and five copies of Form MF-203, Owner's Consent to Lien to be signed by Leslie Taylor, Walter W. Higgins, Donald Higgins, M. N. Taylor, Alan Taylor, and M. N. Taylor, Jr., owners of the 13 claims listed in the Assignment of Mining Lease and Agreement for Operation dated March 7, 1955 and recorded in book 344, page 489 in the official records of Fremont County, Colorado

2. The original and five copies of Form MF-201, Subordination Agreement to be signed by Gordon Tolliver and C. C. Robison who hold royalty rights in an Agreement for Operation dated March 7, 1955 and which was recorded in book 344, page 489 in official records of Fremont County, Colorado

3. The original and five copies of Form MF-201, Subordination Agreement on the Libby lode mining claim to be signed by Elizabeth Zingheim. We do not have the book and page of recording of this claim, so we have left the book number and page number blank. Will you please insert the proper book and page numbers on all copies of this Subordination Agreement before obtaining Elizabeth Zingheim's signatures.

When all of the above signatures have been obtained, please return all signed copies to this office, so that we may continue to process your application.

The Washington DMEA office has noted the discrepancy in trying

[redacted]-203
Revised March 24, 1955

RECEIVED
DEC - 8 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator Josey and Roper
Docket No. DMEA- 3786
Contract No. Idm-E
Contract Date

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of Fremont, State of Colorado, described ~~as follows~~ 1/ in the Assignment of Mining Lease and Agreement for Operation dated March 7, 1955 and recorded in book 344 page 489 official records of said county, and described in the Location Certificate for the Cactus No. 1 claim filed for record April 16, 1955 in Book 345 Page 207, official records of said County.

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

~~3% Royalty to Gordon Toliver and~~ C. C. Robison

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: None

Dated this _____ day of _____, 195__.

_____ [Seal] _____ [Seal]

_____ [Seal] _____ [Seal]

_____ [Seal] _____ [Seal]

~~I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.~~

_____

~~[Corporate Seal]~~

[redacted]6
Revised March 24, 1955

RECEIVED
DEC - 8 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator [redacted]
Docket No. DMEA- [redacted]
Contract No. Idm-E
Contract Date

CONSENT TO LIEN

To the United States of America:

Referring to that certain land in the County of [redacted], State of [redacted], described [redacted] 1/

[redacted]

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Undertakes and agrees that property in which the Government may acquire an interest or equity under the contract may be dismantled, severed from the land, and removed, as may be provided in the contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned;

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of a percentage royalty on production as may be provided for by the contract;2/ and represents and undertakes that there are no claims, liens, or encumbrances upon the undersigned's right, title, or interest in the land prior to that hereby granted to the Government other than the following:3/

[redacted]

3. Undertakes and agrees neither to commit any act nor assert any claim in conflict with the provisions of this Consent to Lien; and to give advance notice of the Government's rights under this Consent to Lien to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, or interest in the land; and

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

3/ Write "none" if that is the case. Do not leave lines blank.

4. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Consent to Lien shall extend and apply thereto.

5. Added provision: _____

_____

_____

_____

_____

_____

_____

_____

Dated this _____ day of _____, 195__.

_____ [Seal]

_____ [Seal]

_____ [Seal]

I, _____ certify that I am the _____ (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

RECEIVED
DEC - 8 1955

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator Josey and Roper
Docket No. DMEA- 3786
Contract No. Idm-E
Contract Date

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of Fremont, State of Colorado, described ~~as follows~~ 1/ in the Assignment of Mining Lease and Agreement for Operation dated March 7, 1955 and recorded in book 344 page 489 official records of said county, and described - (same as Consent to Lien)

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

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.

(OVER)

Dated this _____ day of _____, 195__.

_____ [Seal]

_____ [Seal]

_____ [Seal]

~~I, _____, certify that I am the _____ _____, (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.~~

_____

[~~Corporate Seal~~]

RECEIVED

DEC - 8 1955

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator [redacted]
Docket No. DMEA- [redacted]
Contract No. Idm-E
Contract Date

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of [redacted], State of [redacted], described [redacted]

[redacted]

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

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.

(OVER)

Dated this _____ day of _____, 195__.

_____ [Seal]

_____ [Seal]

_____ [Seal]

I, _____, certify that I am the _____ _____, (Secretary, etc.) of the corporation named herein, that _____ who signed this agreement was then _____ (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

RECEIVED

DEC - 8 1955

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator Josey and Roper
Docket No. DMEA- 3786
Contract No. Idm-E
Contract Date

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of Fremont, State of Colorado, described ~~as follows:~~ 1/

~~The Libby lode mining claim recorded in book page official records of said county.~~ in the Location Certificate for the Libby claim filed for record November 10, 1954 in Book 342, Page 18, official records of said county

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

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.

(OVER)

Dated this _____ day of _____, 195__.

_____ [Seal]

_____ [Seal]

_____ [Seal]

~~I, _____, certify that I am the _____, (Secretary, etc.) of the corporation named herein, that _____ who signed this agreement was then _____ (President or Vice President, etc.) of said corporation, that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.~~

_____

[~~CORPORATE SEAL~~]

RECEIVED

DEC - 8 1955

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator [redacted]
Docket No. DMEA- [redacted]
Contract No. Idm-E
Contract Date

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of [redacted], State of [redacted], described as follows:1/

[redacted]

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

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.

(OVER)

Dated this _____ day of _____, 195__.

_____ [Seal]

_____ [Seal]

_____ [Seal]

I, [redacted], [redacted] of the corporation named herein, that [redacted] was [redacted] said corporation, that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[redacted]

11-29-55 - izm
700

FILE COPY
Surname:
Ching
Ellis
Selfridge
Hosted

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

NOV 28 1955

Mr. W. H. Trever
Executive Officer
DMEA Field Team, Region III
9th New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMEA-3786 (Uranium)
Jack L. Josey & Frank C. Roper
Big Bear, et al., Claims
Fremont County, Colorado

Dear Mr. Trever:

Enclosed, for your files is a copy of a corrected Mining Lease dated February 24, 1955, which was furnished by the subject Applicant in accordance with our letter to him dated October 13, 1955.

We are now in process of drawing up a proposed contract with the Applicant. Please secure a Consent to Lien on the 14 claims other than the Libby claim from Leslie Taylor, Walter W. Higgins, Donald Higgins, H. H. Taylor, Alan Taylor, and H. H. Taylor, Jr. A Subordination Agreement is required from Gordon Tallifer and C. C. Robison covering the same 14 claims. A Subordination Agreement is required from Elizabeth Zinghein on the Libby claim.

We are including the Libby claim in the contract, but are planning no work on it. Please note the discrepancy that arises in trying to plot the position of the Libby claim from its description when the northwest corner of the old Zinghein house is located by means of the description of the Zee No. 1 claim on Location Certificate No. 12.

Sincerely yours,

George C. Selfridge
By ES7

Chairman, Operating Committee

Enclosures

APPROVED:

P. F. Yopes By ES7
Director, Bureau of Mines

Thor H. Kiilsgaard By ES7
Director, Geological Survey

MChing/izm 11-25-55
cc to: Admr.'s Reading File
Operating Committee
Docket
Code 700
Mr. Ching
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JeHosted, Rm. 3210, GSA

RCh

to plot the position of the Libby claim from its description when the northwest corner of the old Zinghaim house is located by means of the description of the Lee No. 1 claim on Location Certificate No. 12. Your letter to W. M. Trower dated November 11, 1953 states: "The Libby claim is bounded on the north by Big Bear No. 2; on the east by Big Bear No. 5, and on the west by Lee No. 1." In the same letter you offered to forward the field notes and plat upon request. Please forward a plat of the Libby claim to this office, and we will forward it to the BMRA Washington office.

Very truly yours,

E. M. Harshman

E. M. Harshman
Acting Executive Officer, BMRA
Field Team, Region III

Enclosures

HMC:ab

cc: Chairman Op. Comm. (2)
Harshman
Docket 3786
Charon.

700
FILE COPY
Surname: Ching

November 25, 1955

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Michael Ching, Mining Engineer
Rare and Miscellaneous Metals Division

Subject: Docket No. DMEA-3786 (Uranium)
Jack S. Josey and Frank C. Roper
Big Bear, et al., Claims
Fremont County, Colorado

Will you kindly prepare a long form contract between the Government and the subject Operator in accordance with the attached draft.

Consents to Lien and Subordination Agreements have been requested through the Field Team, but are not yet at hand.

Both the final starting date and the completion date are to be left blank for the Field Team to fill out because of the uncertain effect of winter weather on operations.

Michael Ching

Attachments

MChing/lzm

11-25-55

cc to: Docket
Code 700
Mr. Ching

MF-200
(Revised June 1954)

Docket No. DMEA -3786

Commodity Uranium

Contract No. Idm-E

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

EXPLORATION PROJECT CONTRACT[1]

It is agreed this ..... day of ....., 195...., between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Jack S. Josey and Frank C. Roper, whose mailing address is 210 McBurnett Building P. O. Box 1185, San Angelo, Texas, hereinafter called the "Operator," as follows:

ARTICLE 1. *This contract* is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200), the attached Exhibit "A," Annex I, and Map (Figure 2)

The Operator shall not transfer or assign this contract or any right thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The land which is the subject of this contract (hereinafter called "the land") is in the State of Colorado, County of Fremont, and is described in Annex I.[3]

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] Owner in part and Lessee in part of [5] the mineral rights in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] ....., [7] ....recorded in Book ....., page ....., official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: Royalty claims

(c) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above, and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] Insert name, and if an organization, its nature (corporation and place of incorporation, partnership with names of partners, etc.).
[3] State on a separate sheet marked "Annex I" the legal description or enough to identify the property, particularly excluding any areas from which the production is not to be subject to the Government's percentage royalty.
[4] Insert "owner," "lessee," "contract purchaser," "locator," etc.
[5] Insert "the entire interest," "the mineral rights," "an undivided one-third," etc.
[6] Insert "deed," "lease," "contract," "location notice," "patent," etc.
[7] If not recorded, so indicate by inserting "un."

of the land (lessor, seller, optionor, etc.) are attached as follows: Consent to Lien by Leslie Taylor, Walter W. Higgins, Donald Higgins, M.N. Taylor, Alan Taylor & M.N. Taylor, Jr. Subordination Agreements by Gordon Tolliver, C.C. Robison & Elizabeth Zingheim

(d) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. Until the lapse of the time within which the Government may make a certification of discovery or development without any such certification having been made, and after any such certification has been made, the Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. If the Government makes no certification of discovery or development within the time limited in Article 8, it shall thereafter have no claim against the land or any production therefrom except for any production referred to in Article 8(b)(1).

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of Uranium. The work to be performed is described in Exhibit "A." The Operator on or before ..... shall commence the work, and on or before ..... (unless the Operator's obligation to prosecute the work is terminated—see Article 10) shall either have completed the work or shall have incurred allowable costs (see Article 6) in a sum not less than the estimated total allowable cost set forth in Exhibit "A."

ARTICLE 4. *Performance of the work.*—(a) *Operator's responsibility.*—The work shall be performed with reasonable diligence, efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for liability insurance covering employment; and with suitable and adequate equipment, facilities, materials, supplies, and labor, to bring it to completion within the time fixed.

(b) *Independent contracts.*—To the extent that the allowable costs are estimated in Exhibit "A" with express reference to performance by independent contractors on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations), the work may be so performed; but if the reference in Exhibit "A" to any such independent contract requires the Government's approval thereof, payments under such contract will not be allowable costs unless the Government gives its written approval of the contract. Any such independent contract shall refer to some specific and identifiable part of the work, and shall be subject to all of the pertinent terms and conditions of this exploration contract; but the Government shall not be considered a party thereto, and its rights under this contract, including the right to terminate its contributions, shall not be affected thereby. Regardless of the provisions of any such independent contract and regardless of the Government's approval thereof, the Government will participate in payments to the independent contractor only on account of work performed in accordance with the provisions of this exploration project contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable.

(c) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after a certification of discovery or development to inspect production operations and underground workings. The operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 5. *Contribution by the Government.*—The estimated total allowable cost of the project, set forth in Exhibit "A," is the sum of $39,580.00. The Government shall contribute 75 percent of the allowable costs as they are incurred in a total sum not in excess of $29,685.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last

voucher or vouchers such sums as it sees fit not in excess of 10 percent of the estimated total cost of the work or not in excess of the amount of the Government's contribution to the cost of property which is or may become subject to disposal as provided in Article 9(c), whichever is greater. The Government will make its contribution on the basis of the monthly vouchers referred to in Article 7(b), but all payments by the Government are provisional only, subject to audit, until the account between the Operator and the Government is finally audited and settled. "Costs incurred" mean costs that have been paid or have become due and payable, or that in the opinion of the Government have become an obligation. The Government may make payments directly to independent contractors and suppliers for the account of the Operator rather than to the Operator.

ARTICLE 6. *Estimated costs.*—(a) *Categories of costs.*—The allowable costs of the work to which the Government shall contribute are limited to those that are direct, reasonable, necessary, and that are estimated in Exhibit "A" by categories as specified in this article. If any category or subcategory is omitted from the estimate of costs, or if the word "none" is annexed to the listing thereof, costs under such category or subcategory are not allowable. Any excess over any estimate which is indicated as the maximum of any category, subcategory, or item, either as to requirement or related cost, and any excess over the estimated total allowable cost of the work, shall not be allowable. Any excess over the estimate of any category, subcategory, or item, either as to requirement or related cost, not indicated as a maximum shall be allowable within the limit of the estimated total allowable cost of the work. To the extent that excesses over maximums other than the estimated total allowable cost of the work may be necessary for the performance of the work, the Operator shall incur such excesses for his own account without contribution by the Government; but except for any such necessary excesses in categories, subcategories, or items thereunder the Operator is not obligated to incur more than his agreed percentage of the estimated, total allowable cost of the work.

To the extent specified in this article or in Exhibit "A" the following categories, subcategories, and elements thereof are maximums; but if not so specified either here or in Exhibit "A" they are not maximums, and may be exceeded within the limit of the estimated total allowable cost of the work:

CATEGORY (1)—INDEPENDENT CONTRACTS.—Work to be performed under independent contracts (see Article 4(b)). The estimated total amount of this category and the estimated cost of each unit of work for performance under an independent contract are maximums.

CATEGORY (2)—PERSONAL SERVICES.

Subcategory (a)—Supervision.—All elements of this subcategory (number of supervisors, periods of employment, rates of pay, and total) are maximums.

Subcategory (b)—Technical services.—All elements of this subcategory (number of technicians, periods of employment, rates of pay, and total) are maximums.

Subcategory (c)—Labor.

CATEGORY (3)—OPERATING MATERIALS AND SUPPLIES.—Includes such items as drill bits and steel, explosives, fuel, pipe, power, small tools costing less than $50 each, timber, track.

CATEGORY (4)—OPERATING EQUIPMENT.

Subcategory (a)—Rental.—The number of each object to be rented [6 mine cars, 1 truck], the rate of rental [$100 per month, $5 per hour], and the total of this subcategory are maximums.

Subcategory (b)—Purchases.—The estimated total of this subcategory is a maximum.

Subcategory (c)—Depreciation.—All elements of this subcategory (time periods, rate of depreciation, and subcategory total) are maximums.

CATEGORY (5)—INITIAL REHABILITATION AND REPAIRS.—Estimates under this category include all requirements and related costs, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The estimated total of this category is a maximum.

Subcategory (a)—Initial rehabilitation and repairs of existing buildings, fixtures, and installations (exclusive of mine workings).—The estimated total of this subcategory is a maximum.

Subcategory (b)—Initial rehabilitation and repairs of operating equipment.—The estimated total of this subcategory is a maximum.

CATEGORY (6)—NEW BUILDINGS, FIXTURES, AND INSTALLATIONS (EXCLUSIVE OF MINE WORKINGS).—Estimates under this category include all requirements and related costs, such as labor, materials and supplies, and supervision at a rate not higher than provided for in Category (2), and shall not be duplicated under any other category. The estimated total of this category is a maximum.

CATEGORY (7)—MISCELLANEOUS.—Repairs and maintenance (other than initial) of operating equipment, analytical work, prints and other reproductions, accounting, Operator's share of payroll taxes, liability insurance covering employment, travel, communications, and any other items of requirement or cost that do not fall within any of the first 6 categories.

THE ESTIMATED TOTAL ALLOWABLE COST of the work is a maximum.

(b) *Nonallowable costs.*—The following costs are not allowable for contribution by the Government:

(1) *Costs of the land,* such as rental, depreciation, depletion, or other cost of acquiring, owning, or holding possession;

(2) *Indirect costs,* such as general overhead, corporate management, interest, taxes (other than payroll and sales taxes), insurance (other than liability insurance covering employment), damages to persons, damages to property (other than necessary repairs or replacements of equipment or other property used in the work);

(3) *Previous work* performed or costs incurred before the date of this contract; and

(4) *Deferred payments.*—Any costs incurred by the Operator under any rental-purchase agreement, installment-purchase agreement, or any agreement for the purchase of goods under the provisions of which payment of the full purchase price is deferred more than 90 days from the delivery of the goods; unless the purchase agreement is approved by the Government in writing.

(c) *Reductions in costs.*—The Operator shall account for and give the Government credit for any incidental benefits, credits, or money received in the ordinary course of business in prosecuting the work (as by salvage or sale of materials or equipment, furnishing of room or board, furnishing of power or services to third persons, rebates or discounts on purchases, etc.), in the same ratio in which the Government contributes to costs; and such amounts shall be treated as a reduction in costs incurred so that they are available for use within the limit of the original estimated total cost. This provision does not apply to receipts from production which are subject to the Government's percentage royalty under the provisions of Article 9.

ARTICLE 7. *Reports, accounts, audits.*—(a) *Operator's records.*—The Operator shall keep suitable records and accounts of the work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. If the Government elects to audit said records and accounts relating to the exploration work by certified public accountant, it may do so as a cost of the work to which the Operator shall contribute. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine any pertinent books, documents, papers, and records of the Operator. All of the Operator's vouchers and records and accounts relating thereto and the Government's payments thereof remain subject to adjustment until final audit by the Government. If work under this contract is carried on in conjunction with any other operations, or if labor, supervision, services, materials, supplies, equipment, facilities, or other requirements for carrying on the work are also used in connection with other operations, the costs shall be segregated and accounted for on a basis and by methods and accounts that are satisfactory to and approved by the Government.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing detailed costs incurred during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and related costs incurred.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 8. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after a sufficient final report and final account (see Article 7) has been rendered, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer, or as surety if the Operator is not the producer, shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, within a period of ten years from the date of the contract, or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling or assaying, or transportation, performed or paid by the Operator or by anyone other than the buyer, are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent) applied to the crude ore or other production after it is extracted from the ground, to put it into a commercially marketable form; excluding fabricating or manufacturing.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent), after the lapse of six months from the date the ore was extracted from the ground, remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value therof in the form in which and at the time when it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½)

percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

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

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 9. *Interests in purchased property.*—(a) *Title and ownership.*—All costs under this contract shall be incurred by the Operator in the Operator's own name and for the Operator's own account; but any property acquired to the cost of which the Government contributes shall belong to the Operator and the Government jointly in proportion to their respective contributions, although title thereto shall be taken in the name of the Operator.

(b) *Preservation of property.*—Until the final disposal of any property in which the Government has an interest the Operator shall preserve and protect same for the best interest of the Government, any reasonable and necessary costs thereof to be treated as an allowable cost of the project. After the completion of the work or termination of the Government's obligation to contribute, or when such property is not in use for or needed for the work, the Operator shall neither use it without the written consent of the Government nor without paying a reasonable rental to be fixed by the Government for its interest.

(c) *Disposal of property.*—Upon the completion of the work or termination of the Government's obligation to contribute to costs, or when the property is no longer needed for the work, the Operator shall promptly dispose of salable or salvageable property in which the Government has an interest 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 or the Government at a price at least as high as could be obtained from others, unless the Government in writing waives its interest in any such property. Without advance approval of the sales price by the Government the Operator shall not sell at any price any item of property the cost of which was more than $500, and shall not sell at less than 25 percent of the purchase price any item of property which cost $500 or less. The Government, in lieu of approving the sales price for any such item, may itself purchase the item at the best price which the Operator is able to obtain or himself cares to give. Property remaining upon any termination of the work shall be considered in groups or categories (such as drill steel, or explosives, or pipe, or rails), and if the original cost of the remaining unexpended portion of any such group or category is less than $50, the Government waives its interest therein. If necessary to accomplish the disposal of any item the Operator shall dismantle and sever it from the land, the cost thereof to be treated as a cost of the project.

(d) *Default of the Operator re disposal.*—If within 90 days after the completion of the work or termination of the Government's obligation to contribute to costs, or after the property is no longer needed for the work, or after such further time as the Government may in writing allow, the Operator has failed to sell or otherwise liquidate or dispose of any property in which the Government has an interest, the Government, at any time prior to final settlement under the contract, may pursue one of the following two courses: (1) the Government, by written notice to the Operator, may place upon such property what in its opinion is a fair valuation thereof, not in excess of the cost less 1.66 percent per month from the

date such property was purchased under this contract to the termination of said 90-day period; and such property shall thereupon be considered and accounted for as having been purchased by the Operator at the valuation so fixed by the Government; or (2) the Government may enter and take possession of such property wherever it may be found, and remove and dispose of it for the joint account of the parties.

ARTICLE 10. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery, and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon: (1) the Government shall be free of all obligation to contribute to costs not then incurred other than such as may be allowable under the provisions of the contract as necessary and incidental to winding up, reporting, and accounting; and (2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon: (1) the Government shall be relieved of all obligation to contribute to costs not incurred when the notice was given, other than such as may be allowable by the provisions of the contract as necessary and incidental to winding up, reporting, and accounting; and (2) the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The remedy provided for the Government in this paragraph "(b)" is in addition to any other remedy provided in this contract, and in addition to any other remedy the law may provide for breach of contract.

(c) The giving of any notice by the Government under the provisions of this Article 10 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and such rights shall be fully preserved.

ARTICLE 11. *Notices to be given by the Government* may be delivered to the Operator, or may be sent by registered mail addressed to the Operator at his mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 12. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 13. *Changes and added provisions.*—

To the extent that costs are set forth in Exhibit "A" as "Fixed Unit Costs", they are in lieu of the actual costs that otherwise would be allowable costs of the project under Article 6 of the contract.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By .....

.....
(Operator)

By .....

.....

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ..... who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—70617-1

DRAFT
11/25/55
MChing/ism

ANNEX I

The land referred to in Article 2 of the contract consists of 15 lode mining claims situated in an unsurveyed area approximately in Sections 22 and 27, T. 18 S., R. 73 W., 6th P.M., Fremont County, Colorado. The claims are shown on the attached map (Figure 2) and are recorded in the office of the County Recorder as follows:

Name	Book	Page
Big Hole No. 1	338	219
" " " 2	"	222
" " " 3	"	222
" " " 4	"	221
" " " 7	"	443
Big Bear No. 1	"	221
" " " 2	"	218
" " " 3	"	218
" " " 4	"	220
" " " 5	"	220
" " " 6	"	219
Cactus	343	177
Cactus No. 1	345	207
Zee No. 1	342	18
Libby	342	18

DRAFT
11/25/55
MChing/ism

EXHIBIT "A"

Description of the Work

The work consists of exploration by core and non-core drilling to test sedimentary beds of arkosic sandstone, shale and conglomerate, presumably of early Tertiary age. The first two stages of the work are tentatively indicated on the attached map entitled, "Figure 2 - Map of Josey-Roper Claims ------," which is made a part hereof.

Mineralization on the subject property occurs at various horizons. All holes shall be collared with a plug bit and drilled non-core to a point immediately above the estimated position of the first radioactive zone. Core drilling shall follow until the hole is bottomed. Drilling depths are expected to range from 100 feet to 400 feet and to average 194 feet. The minimum size of core shall be AX. All holes shall be reamed and ~~closed~~ cased as necessary.

All core and cuttings from the cored section of drill holes shall be saved and properly stored for the use of the Government after being checked radiometrically for uranium. Samples indicating significant mineralization shall be analyzed chemically for uranium.

All drill holes shall be logged geologically and probed radiometrically, and the record of such logging and probing, together with certified copies of all assay certificates, shall be submitted with the Operator's monthly progress reports.

The project shall be supervised by a competent engineer-geologist who shall devote full time to the project work.

The work shall be divided into three successive stages. The Operator shall complete Stage I and perform as much of Stages II and III as the Government considers justified by the results of the preceding work and which the Government approves in writing in advance.

The location, direction, inclination, and extent of all project work are subject to the approval of the Government.

Stage I

Prepare access roads and drill sites by a D-7 bulldozer or equivalent unit and drill 16 holes aggregating 3,120 feet, more or less. The positions of these holes are indicated on the attached map (Figure 2). There are five East-West fences with two to five holes in each fence, and a separate hole in the northeast corner of the property. The fences range from 950 feet to 1500 feet apart and the holes in the fences are approximately 600 feet apart except in the most southerly fence, and in the case of two holes in the Big Bear No. 1 Claim. Drilling shall begin with the most southerly fence and work northward. If the 16 holes require more than 3,120 feet to reach the desired horizon the deficient footage may be transferred and deducted from Stage III footage upon the written approval of the Government.

Stage II

Prepare access roads and drill sites by a D-7 bulldozer or equivalent unit and drill 23 holes aggregating 4,440 feet, more or less. The positions of these holes are tentatively indicated on Figure 2. They may be revised, following completion of Stage I, upon the written approval of the Government. If the 23 holes require more than 4,440 feet to reach the desired horizon the deficient footage may be transferred

and deducted from Stage III footage upon the written approval of the Government.

Stage III.

Prepare access roads and drill sites by a D-7 bulldozer or equivalent unit, and drill a maximum of 30 holes aggregating not more than 4,500 feet as offsets to Stage I and Stage II holes that show significant mineralization. The offset holes shall not be drilled closer than 100 feet from any previously drilled hole.

Estimated Cost of the Project

Actual Costs

Category (1) - Independent Contracts	
3,965 ft. non-core drilling @ $1.75/ft.	$6,938.75
8,095 ft. core drilling @ $2.60/ft	21,047.00
216 hrs. bulldozer work @ $12.50/hr.	2,700.00
Categories (2) through (7)	None
Estimated Total Actual Costs	$30,685.75

Fixed Unit Costs

The Government will contribute to the requirements set forth below on the basis of the fixed unit costs specified therefor, as these costs accrue, in lieu of actual costs. These costs include all costs of the project whatsoever except those actual costs sheduled above under the category "Independent Contracts." No other categories of actual costs in Article 6 of the contract form are allowable costs under this contract.

200 chemical sample analyses @ $3.50/sample	$ 700.00
*Incidental allowance for each foot of core and non-core drilling completed 12,060 ft. @ $0.68/ft.	8,200.80
Estimated Total Fixed Unit Costs	$8,900.80

Summary

Estimated total actual costs	$30,685.75
Estimated total fixed unit costs	8,900.80
Estimated total cost of the project - rounded to	$39,580.00
Government participation @ 75%	$29,685.00

*Includes all costs of the project whatsoever that are not included under the actual cost category "Independent Contracts" and the fixed unit cost for analyses, and is in lieu of Categories (2) through (7) of actual costs under Article 6(a) of the contract. It includes such items as supervision, engineering, equipment, supplies, accounting, etc.

11-16-55 [illegible]

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

RECEIVED
NOV 16 1955

AIR MAIL

November 15, 1955

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA Docket 3786 (Uranium), Jack S. Josey and Frank C. Roper, Big Hole-Big Bear claim group, Fremont County, Colorado

Enclosed are two copies of a letter from the applicant dated November 11, 1955.

This letter answers the question raised in your teletype dated November 8, 1955 as to the location of the Libby claim. The applicant states that the Libby claim is bounded on the North by Big Bear No. 2; on the East by Big Bear No. 5; and on the West by Zee No. 1.

W. M. Traver

By J. W. Townsend
J. W. Townsend

Enclosures

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

RECEIVED
NOV 16 1955

November 11, 1955

Messrs. W. M. Traver & J W. Townsend
Executive Officer, DMEA
Field Team, Region III
224 New Customhouse
Denver 2, Colorado

Re: Docket DMEA 3786 (Uranium),
Fremont County, Colorado

Gentlemen:

Receipt is acknowledged of your air mail letter of November 8, 1955.

The Libby claim is that claim purchased from Elizabeth Zingheim. Said claim is bounded on the North by Big Bear No. 2; on the East by Big Bear No. 5; on the West by Zee No. 1 (one of the original 13 claims under DMEA 3786); and bounded on the South by a line bearing S. 81° 30' E and running from the SE corner of claim Zee No. 2 to the SW corner of Big Bear No. 5.

I am somewhat at a loss to determine how you arrived at the loc tion of the Libby claim as being located West of Big Bear No. 6. However, the first call in the location certificate might be subject to misinterpretation in that corner No. 1 bears S. 18° E. 475 ft. from the NW corner of the old abandoned Zingheim House. The Zingheim house is located on the Libby claim and the first call in the location certificate states that "corner No. 1 bears S. 18° E. 475 feet <u>from</u> NW corner of old Zingheim House". To me, and I may be in error, this means that corner No. 1, Libby claim is located S. 18° E 475 ft. from NW corner of Zingheim house.

However, I beg to advise that Mr. O. R. Smith, Surveyor, who surveyed the original claims is now in the process of "surveying in" the Libby claim. It is possible that the Surveyor's field notes will clarify matters to your satisfaction. I shall be delighted to forward the field notes and plat upon request.

Answering paragraph 3 of your communication of November 8th, I beg to advise that the Libby claim is not the same claim as Zee No. 1. Libby claim lies East of Zee No. 1 and West of Big Bear No. 5.

Thanking you very much for calling my attention to the foregoing matter and assuring you of my fullest cooperation, I am

Very truly yours,

Frank C. Roper

Frank C. Roper

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

RECEIVED
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AIR MAIL

November 15, 1955

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Chairman, Operating Committee, DMEA

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W. M. Traver

By J. W. Townsend
J. W. Townsend

Enclosures

Frank C. Roper
GEOLOGIST · PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

November 11, 1955

RECEIVED
NOV 16 1955

Messrs. W. M. Traver & J W. Townsend
Executive Officer, DMEA
Field Team, Region III
224 New Customhouse
Denver 2, Colorado

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Fremont County, Colorado

Gentlemen:

Receipt is acknowledged of your air mail letter of November 8, 1955.

The Libby claim is that claim purchased from Elizabeth Zingheim. Said claim is bounded on the North by Big Bear No. 2; on the East by Big Bear No. 5; on the West by Zee No. 1 (one of the original 13 claims under DMEA 3786); and bounded on the South by a line bearing S. 81° 30' E and running from the SE corner of claim Zee No. 2 to the SW corner of Big Bear No. 5.

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Thanking you very much for calling my attention to the foregoing matter and assuring you of my fullest cooperation, I am

Very truly yours,

Frank C. Roper

Frank C. Roper

FCR:rbn

11/15/55 - gla

Frank C. Roper

GEOLOGIST - PRODUCER

P. O. BOX 1185

SAN ANGELO, TEXAS

November 10, 1955

RECEIVED

NOV 14 1955

Mr. Ernest Wm. Ellis, Chief
Rare & Miscellaneous Metals Div.
Department of The Interior
Washington 25, D. C.

Re: Docket No. DMEA 3786
Big Bear et al Claims
Fremont County, Colorado

Dear Mr. Ellis:

Please refer to your letter of October 13, 1955, requesting corrected Mining Lease dated February 24, 1955, covering subject property.

Enclosed herewith you will find four copies of the corrected lease contract in which the Zee Lode Mining Claim has been corrected to Zee No. 1 Lode Mining Claim.

The original contract is being forwarded to the County Clerk of Fremont County, Colorado for recording.

I trust that the enclosed meets with your approval.

Very truly yours,

Frank C. Roper

Frank C. Roper

FCR:nm
Encls.

MINING LEASE

THIS AGREEMENT, Made and entered into this 24th day of February, A. D. 1955, by and between LESLIE TAYLOR, WALTER HIGGINS, DONALD HIGGINS, M. N. TAYLOR and ALAN TAYLOR, all of the County of Fremont and State of Colorado, and M. N. TAYLOR, Jr., of the City and County of Denver, State of Colorado, hereinafter called Lessors and GORDON TOLLIVER and C. C. ROBISON, both of the County of Socorro, State of New Mexico, hereinafter called Lessees.

WHEREAS, the said Lessors are the owners of record of those certain Lode Mining Claims, as hereinafter designated, and

WHEREAS, the said Lessors are willing to grant a lease, and the said Lessees are willing to accept a lease, as is hereinafter provided.

NOW, THEREFORE, Lessors for and in consideration of FIVE HUNDRED ($500.00) Dollars, as down payment and advance royalty to cover a period of One Hundred Twenty (120) days ending on the 24th day of June, 1955, and if extended beyond such date, for the payment of minimum royalty each and every month thereafter, so long as this lease agreement remains in effect, and in further consideration of the covenants, terms and conditions hereinafter mentioned, to be kept and performed by the Lessees, their successors and assigns, have demised and leased to the Lessees, the right and privilege of mining for, and taking therefrom, all minerals, either radio-active or otherwise, and all other materials of value that can be removed in the process of mining or quarrying and processing the same, from those certain tracts or parcels of land, Lode Mining Claims, hereinafter described, lying and being in the County of Fremont and State of Colorado, to-wit:

Big Hole Lode Mining Claim No. 1;
Big Hole Lode Mining Claim No. 2;
Big Hole Lode Mining Claim No. 3;
Big Hole Lode Mining Claim No. 4;
Big Hole Lode Mining Claim No. 7

Big Bear Lode Mining Claim No. 1;
Big Bear Lode Mining Claim No. 2;
Big Bear Lode Mining Claim No. 3;
Big Bear Lode Mining Claim No. 4;
Big Bear Lode Mining Claim No. 5;
Big Bear Lode Mining Claim No. 6.

Cactus Lode Mining Claim

Zee No. 1 Lode Mining Claim

All of the within described Lode Mining Claims, 13 in number, being located in the Texas Creek Mining District, in the County of Fremont and State of Colorado. Reference is hereby made to Location Certificates of the said Lode Mining Claims, as are recorded in the office of the County Clerk and Recorder of the County of Fremont and State of Colorado, for descriptions thereof.

TO HAVE AND TO HOLD, the within designated Lode Mining Claims, tracts or parcels of land, with appurtenances, unto the Lessees and to their heirs, assigns, successors or legal representatives of the said Lessees from the 24th day of February, 1955, for the full term of Three (3) years, with a continuing right to renew this lease for an additional term of Three (3) years, and a continuing right of renewal every Three (3) years thereafter, so long as the minerals or materials hereinabove designated, or non-metallic materials, of value, are being produced in paying quantities from said premises and the royalties herein provided for are being paid and SUBJECT to all of the terms, conditions and agreements, as herein provided.

Lessees are hereby given, at their option, and at their cost and expense, the right and privilege, for a period of One Hundred Twenty (120) days, from the 24th day of February, 1955, to the 24th day of June, 1955, for the purpose of prospecting the same for valuable minerals, metallic or non-metallic, or rock or any other material of value, and such prospecting shall be in any manner desired by said Lessees, as they may elect to use, to best determine the value of said property.

That in the event said Lessees desire to continue operations under this lease agreement, after said period of One Hundred Twenty (120) days, then and in that event they shall pay minimum royalty in the sum of Five Hundred ($500.00) Dollars per month and thereafter, payable on or before the 15th day of each succeeding month during the period of this lease, and it is provided further that the payment herein expressed, to-wit, the sum of Five Hundred ($500.00) Dollars paid, shall cover all royalty due from said Lessees, as to the ore removed and shipped, for the One Hundred Twenty (120) day period mentioned herein.

In consideration of this agreement and the right to hold, occupy, mine, work, drill and otherwise develop, the within described premises, and to market the products thereof, the Lessees promise and agree to pay the Lessors, the following royalty:

a. An amount equal to 10% of the gross value of all ore shipped and delivered to the mill or plant at which sold, of all minerals and materials which have been, or may hereafter be, determined to be essential in the operation of said premises and the gross value herein referred to, shall be value as paid by the mill without any charges or costs deducted, and all payments of royalty, shall be made and shall apply to, any bonuses or other support money received by the Lessees on any mineral produced, shipped, sold and milled from said described premises.

b. The minimum royalty of Five Hundred ($500.00) Dollars per month, commencing at the expiration of One Hundred Twenty (120) days from date hereof, shall be due and payable monthly, but in the event that royalty in excess of Five Hundred ($500.00) Dollars be paid in any one month during the calendar year, the credit shall be given for any other month during the same calendar year, but not thereafter.

Lessees covenant and agree that they will commence work on the within described premises within ten (10) days from the date hereof, and shall work as they desire to determine within the period of 120 days, the value of said minerals and materials found, in, on or about the within described premises, but in no event shall the period of time be extended for such exploratory work, as may be desired, beyond said period, unless a further sum of Five Hundred ($500.00) Dollars shall be made, and which said payment shall be for a period of Thirty (30) days thereafter.

The Lessees further agree to hold the Lessors harmless for any and all manner of claims arising, or to arise, from the operation of said leased premises by Lessees and this shall be a continuing obligation during the period of this lease, and after the expiration of this lease, if any such damage should be the result of operations conducted on said described premises.

In the event that the Lessees shall do any drilling of any kind whatsoever, an accurate log thereof shall be kept, and such information as may be obtained, shall be given unto the Lessors at their request.

It is expressly understood and agreed that the said Lessees shall have the full power and authority, without consent of said Lessors, to assign or sublet the within described premises, as they may see fit.

The Lessees, before commencing work, under the provisions of this lease, or subleasing, contracting or sub-contracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at all times, keep such compensation insurance in full force and effect, and shall furnish the Lessors, with premium receipts or other satisfactory evidence of Lessees' compliance with this requirement, and a failure of the Lessees strictly to comply with this requirement, shall subject this lease to cancellation at the option of the Lessors.

Lessees shall pay all taxes lawfully assessed on property belonging to them and located on the leased premises, and in the event of the within described tracts or parcels of land being patented prior to the expiration or cancellation of this agreement, then taxes thereon shall be in proportion, as to increase only, incident to production of minerals or materials on said described premises in the percentage as herein indicated, as being owned by parties hereto.

It is expressly understood and agreed that Leslie Taylor and M. N. Taylor shall be agents for the Lessors herein named, and all notices and other requirements incident to this agreement, shall be mailed to said persons at their address, now known as Texas Creek, Colorado.

It is agreed that if for any reason the Lessees shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of Thirty (30) days, after service of written notice thereof, upon the Lessees, by the Lessors, or their agents, as herein constituted, the Lessors shall have the right to declare this lease forfeited and to enter on to the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessees, or any persons occupying the premises, using such force as may be necessary so to do.

In the event of the termination of this lease, by reason of breach of covenants herein contained, the Lessees shall surrender and peaceably deliver up to the Lessors, the above described premises and shall leave said premises in good mining condition.

If, upon termination of this lease for any reason, whether by surrender, forfeiture, or expiration of term, or otherwise, Lessees shall not have fully complied with the terms of this lease, Lessors shall hold and retain possession of the property and equipment of Lessees, as security, unto the Lessors for the payment of royalties due them, or to protect them against liens or to indemnify them against any loss or damage sustained by them by reason of the default of the Lessees and for which purpose Lessors are hereby given a lien upon all of such property and equipment, which lien shall attach as the same is placed upon the premises.

Upon the termination of this lease, for any cause, if the Lessees shall remain in possession of said premises, they shall be guilty of an unlawful detainer, under the statutes, in such case made and provided, and they shall be subject to all the conditions and provisions thereof.

The benefits and obligations of this lease shall extend to, and be binding upon, the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, and have hereunto set their hands and seals, as of the day and year first above written.

Leslie Taylor

Leslie Taylor

and

Walter Higgins

Walter W. Higgins

and

Donald Higgins

Donald Higgins

and

M. N. Taylor

M. N. Taylor

and

Alan Taylor

Alan Taylor

and

M. N. Taylor, Jr.

M. N. Taylor Jr.

Lessors

Gordon Tolliver

Gordon Tolliver

and

C. C. Robison

C. C. Robison

Lessees

STATE OF COLORADO,
ss.
County of Fremont.

I, Elvira N. Brown a Notary Public. in and for said County, in the State aforesaid, do hereby certify that Leslie Taylor, Walter N. Higgins, Donald Higgins M. N. Taylor and Alan Taylor, who are personally known to me to be the persons whose names are subscribed to the annexed "Mining Lease", appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 31st day of October, A. D. 1955.

My commission expires October 17, 1956

Elvira N. Brown
Notary Public

STATE OF COLORADO,
City and ss.
County of Denver.

I, John E. Squire, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that M. N. TAYLOR, Jr., who is personally known to me to be the person whose name is subscribed to the annexed "Mining Lease," appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of November, A. D. 1955.

My commission expires My Commission expires November 6, 1955

John E. Squire
Notary Public

STATE OF ~~COLORADO~~ NEW MEXICO
ss.
County of ~~Fremont~~. SOCORRO

I, Claron E. Waggoner, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

Gordon Tolliver and C. C. Robison

who are personally known to me to be the persons whose names are subscribed to the annexed "Mining Lease," appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 5th day of November, A. D. 1955.

My commission expires Nov. 7, 1956

Claron E. Waggoner
Notary Public

STATE OF COLORADO
ss.
County of Fremont.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

_____ who is personally known to me to be the person whose name is subscribed to the annexed "Mining Lease," appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A. D. 1955.

My commission expires _____

_____
Notary Public

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

November 10, 1955

RECEIVED
NOV 14 1955

Mr. Ernest Wm. Ellis, Chief
Rare & Miscellaneous Metals Div.
Department of The Interior
Washington 25, D. C.

Re: Docket No. DMEA 3786
Big Bear et al Claims
Fremont County, Colorado

COPY

Dear Mr. Ellis:

Please refer to your letter of October 13, 1955, requesting corrected Mining Lease dated February 24, 1955, covering subject property.

Enclosed herewith you will find four copies of the corrected lease contract in which the Zee Lode Mining Claim has been corrected to Zee No. 1 Lode Mining Claim.

The original contract is being forwarded to the County Clerk of Fremont County, Colorado for recording.

I trust that the enclosed meets with your approval.

Very truly yours,

Frank C. Roper

Frank C. Roper

FCR:nm
Encls.

MINING LEASE

THIS AGREEMENT, Made and entered into this 24th day of February, A. D. 1955, by and between LESLIE TAYLOR, WALTER HIGGINS, DONALD HIGGINS, M. N. TAYLOR and ALAN TAYLOR, all of the County of Fremont and State of Colorado, and M. N. TAYLOR, Jr., of the City and County of Denver, State of Colorado, hereinafter called Lessors and GORDON TOLLIVER and C. C. ROBISON, both of the County of Socorro, State of New Mexico, hereinafter called Lessees.

WHEREAS, the said Lessors are the owners of record of those certain Lode Mining Claims, as hereinafter designated, and

WHEREAS, the said Lessors are willing to grant a lease, and the said Lessees are willing to accept a lease, as is hereinafter provided.

NOW, THEREFORE, Lessors for and in consideration of FIVE HUNDRED ($500.00) Dollars, as down payment and advance royalty to cover a period of One Hundred Twenty (120) days ending on the 24th day of June, 1955, and if extended beyond such date, for the payment of minimum royalty each and every month thereafter, so long as this lease agreement remains in effect, and in further consideration of the covenants, terms and conditions hereinafter mentioned, to be kept and performed by the Lessees, their successors and assigns, have demised and leased to the Lessees, the right and privilege of mining for, and taking therefrom, all minerals, either radio-active or otherwise, and all other materials of value that can be removed in the process of mining or quarrying and processing the same, from those certain tracts or parcels of land, Lode Mining Claims, hereinafter described, lying and being in the County of Fremont and State of Colorado, to-wit:

Big Hole Lode Mining Claim No. 1;
Big Hole Lode Mining Claim No. 2;
Big Hole Lode Mining Claim No. 3;
Big Hole Lode Mining Claim No. 4;
Big Hole Lode Mining Claim No. 7

Big Bear Lode Mining Claim No. 1;
Big Bear Lode Mining Claim No. 2;
Big Bear Lode Mining Claim No. 3;
Big Bear Lode Mining Claim No. 4;
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Cactus Lode Mining Claim

Zee No. 1 Lode Mining Claim

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TO HAVE AND TO HOLD, the within designated Lode Mining Claims, tracts or parcels of land, with appurtenances, unto the Lessees and to their heirs, assigns, successors or legal representatives of the said Lessees from the 24th day of February, 1955, for the full term of Three (3) years, with a continuing right to renew this lease for an additional term of Three (3) years, and a continuing right of renewal every Three (3) years thereafter, so long as the minerals or materials hereinabove designated, or non-metallic materials, of value, are being produced in paying quantities from said premises and the royalties herein provided for are being paid and SUBJECT to all of the terms, conditions and agreements, as herein provided.

Lessees are hereby given, at their option, and at their cost and expense, the right and privilege, for a period of One Hundred Twenty (120) days, from the 24th day of February, 1955, to the 24th day of June, 1955, for the purpose of prospecting the same for valuable minerals, metallic or non-metallic, or rock or any other material of value, and such prospecting shall be in any manner desired by said Lessees, as they may elect to use, to best determine the value of said property.

That in the event said Lessees desire to continue operations under this lease agreement, after said period of One Hundred Twenty (120) days, then and in that event they shall pay minimum royalty in the sum of Five Hundred ($500.00) Dollars per month and thereafter, payable on or before the 15th day of each succeeding month during the period of this lease, and it is provided further that the payment herein expressed, to-wit, the sum of Five Hundred ($500.00) Dollars paid, shall cover all royalty due from said Lessees, as to the ore removed and shipped, for the One Hundred Twenty (120) day period mentioned herein.

In consideration of this agreement and the right to hold, occupy, mine, work, drill and otherwise develop, the within described premises, and to market the products thereof, the Lessees promise and agree to pay the Lessors, the following royalty:

a. An amount equal to 10% of the gross value of all ore shipped and delivered to the mill or plant at which sold, of all minerals and materials which have been, or may hereafter be, determined to be essential in the operation of said premises and the gross value herein referred to, shall be value as paid by the mill without any charges or costs deducted, and all payments of royalty, shall be made and shall apply to, any bonuses or other support money received by the Lessees on any mineral produced, shipped, sold and milled from said described premises.

b. The minimum royalty of Five Hundred ($500.00) Dollars per month, commencing at the expiration of One Hundred Twenty (120) days from date hereof, shall be due and payable monthly, but in the event that royalty in excess of Five Hundred ($500.00) Dollars be paid in any one month during the calendar year, the credit shall be given for any other month during the same calendar year, but not thereafter.

Lessees covenant and agree that they will commence work on the within described premises within ten (10) days from the date hereof, and shall work as they desire to determine within the period of 120 days, the value of said minerals and materials found, in, on or about the within described premises, but in no event shall the period of time be extended for such exploratory work, as may be desired, beyond said period, unless a further sum of Five Hundred ($500.00) Dollars shall be made, and which said payment shall be for a period of Thirty (30) days thereafter.

The Lessees further agree to hold the Lessors harmless for any and all manner of claims arising, or to arise, from the operation of said leased premises by Lessees and this shall be a continuing obligation during the period of this lease, and after the expiration of this lease, if any such damage should be the result of operations conducted on said described premises.

In the event that the Lessees shall do any drilling of any kind whatsoever, an accurate log thereof shall be kept, and such information as may be obtained, shall be given unto the Lessors at their request.

It is expressly understood and agreed that the said Lessees shall have the full power and authority, without consent of said Lessors, to assign or sublet the within described premises, as they may see fit.

The Lessees, before commencing work, under the provisions of this lease, or subleasing, contracting or sub-contracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at all times, keep such compensation insurance in full force and effect, and shall furnish the Lessors, with premium receipts or other satisfactory evidence of Lessees' compliance with this requirement, and a failure of the Lessees strictly to comply with this requirement, shall subject this lease to cancellation at the option of the Lessors.

Lessees shall pay all taxes lawfully assessed on property belonging to them and located on the leased premises, and in the event of the within described tracts or parcels of land being patented prior to the expiration or cancellation of this agreement, then taxes thereon shall be in proportion, as to increase only, incident to production of minerals or materials on said described premises in the percentage as herein indicated, as being owned by parties hereto.

It is expressly understood and agreed that Leslie Taylor and M. N. Taylor shall be agents for the Lessors herein named, and all notices and other requirements incident to this agreement, shall be mailed to said persons at their address, now known as Texas Creek, Colorado.

It is agreed that if for any reason the Lessees shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of Thirty (30) days, after service of written notice thereof, upon the Lessees, by the Lessors, or their agents, as herein constituted, the Lessors shall have the right to declare this lease forfeited and to enter on to the leased premises, or any part thereof, either with or without process of law, and to expel, remove and out out the Lessees, or any persons occupying the premises, using such force as may be necessary so to do.

In the event of the termination of this lease, by reason of breach of covenants herein contained, the Lessees shall surrender and peaceably deliver up to the Lessors, the above described premises and shall leave said premises in good mining condition.

If, upon termination of this lease for any reason, whether by surrender, forfeiture, or expiration of term, or otherwise, Lessees shall not have fully complied with the terms of this lease, Lessors shall hold and retain possession of the property and equipment of Lessees, as security, unto the Lessors for the payment of royalties due them, or to protect them against liens or to indemnify them against any loss or damage sustained by them by reason of the default of the Lessees and for which purpose Lessors are hereby given a lien upon all of such property and equipment, which lien shall attach as the same is placed upon the premises.

Upon the termination of this lease, for any cause, if the Lessees shall remain in possession of said premises, they shall be guilty of an unlawful detainer, under the statutes, in such case made and provided, and they shall be subject to all the conditions and provisions thereof.

The benefits and obligations of this lease shall extend to, and be binding upon, the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, and have hereunto set their hands and seals, as of the day and year first above written.

Leslie Taylor

Leslie Taylor

and

Walter Higgins

Walter W. Higgins

and

Donald Higgins

Donald Higgins

and

M. N. Taylor

M. N. Taylor

and

Alan Taylor

Alan Taylor

and

M. N. Taylor, Jr.

M. N. Taylor Jr.

Lessors

Gordon Tolliver

Gordon Tolliver

and

C. C. Robison

C. C. Robison

Lessees

STATE OF COLORADO,
ss.
County of Fremont.

I, Elvira N. Brown a Notary Public. in and for said County, in the State aforesaid, do hereby certify that Leslie Taylor, Walter N. Higgins, Donald Higgins M. N. Taylor and Alan Taylor, who are personally known to me to be the persons whose names are subscribed to the annexed "Mining Lease", appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 31st day of October, A. D. 1955.

My commission expires October 17, 1956

Elvira N. Brown
Notary Public

STATE OF COLORADO,
City and ss.
County of Denver.

I, John E. Squire, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that M. N. TAYLOR, Jr., who is personally known to me to be the person whose name is subscribed to the annexed "Mining Lease," appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of November, A. D. 1955.

My commission expires My Commission expires November 6, 1955

John E. Squire
Notary Public

STATE OF ~~COLORADO~~ NEW MEXICO
ss.
County of ~~Fremont~~. SOCORRO

I, Claron E. Waggoner, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

Gordon Tolliver and C. C. Robison

who are personally known to me to be the persons whose names are subscribed to the annexed "Mining Lease," appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 5th day of November, A. D. 1955.

My commission expires Nov. 7, 1956

Claron E. Waggoner
Notary Public

STATE OF COLORADO
ss.
County of Fremont.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

_____ who is personally known to me to be the person whose name is subscribed to the annexed "Mining Lease," appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A. D. 1955.

My commission expires _____

_____
Notary Public

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

November 10, 1955

RECEIVED
NOV 14 1955

Mr. Ernest Wm. Ellis, Chief
Rare & Miscellaneous Metals Div.
Department of The Interior
Washington 25, D. C.

Re: Docket No. DMEA 3786
Big Bear et al Claims
Fremont County, Colorado

Dear Mr. Ellis:

Please refer to your letter of October 13, 1955, requesting corrected Mining Lease dated February 24, 1955, covering subject property.

Enclosed herewith you will find four copies of the corrected lease contract in which the Zee Lode Mining Claim has been corrected to Zee No. 1 Lode Mining Claim.

The original contract is being forwarded to the County Clerk of Fremont County, Colorado for recording.

I trust that the enclosed meets with your approval.

Very truly yours,

Frank C. Roper

Frank C. Roper

FCR:nm
Encls.

COPY

MINING LEASE

THIS AGREEMENT, Made and entered into this 24th day of February, A. D. 1955, by and between LESLIE TAYLOR, WALTER HIGGINS, DONALD HIGGINS, M. N. TAYLOR and ALAN TAYLOR, all of the County of Fremont and State of Colorado, and M. N. TAYLOR, Jr., of the City and County of Denver, State of Colorado, hereinafter called Lessors and GORDON TOLLIVER and C. C. ROBISON, both of the County of Socorro, State of New Mexico, hereinafter called Lessees.

WHEREAS, the said Lessors are the owners of record of those certain Lode Mining Claims, as hereinafter designated, and

WHEREAS, the said Lessors are willing to grant a lease, and the said Lessees are willing to accept a lease, as is hereinafter provided.

NOW, THEREFORE, Lessors for and in consideration of FIVE HUNDRED ($500.00) Dollars, as down payment and advance royalty to cover a period of One Hundred Twenty (120) days ending on the 24th day of June, 1955, and if extended beyond such date, for the payment of minimum royalty each and every month thereafter, so long as this lease agreement remains in effect, and in further consideration of the covenants, terms and conditions hereinafter mentioned, to be kept and performed by the Lessees, their successors and assigns, have demised and leased to the Lessees, the right and privilege of mining for, and taking therefrom, all minerals, either radio-active or otherwise, and all other materials of value that can be removed in the process of mining or quarrying and processing the same, from those certain tracts or parcels of land, Lode Mining Claims, hereinafter described, lying and being in the County of Fremont and State of Colorado, to-wit:

Big Hole Lode Mining Claim No. 1;
Big Hole Lode Mining Claim No. 2;
Big Hole Lode Mining Claim No. 3;
Big Hole Lode Mining Claim No. 4;
Big Hole Lode Mining Claim No. 7

Big Bear Lode Mining Claim No. 1;
Big Bear Lode Mining Claim No. 2;
Big Bear Lode Mining Claim No. 3;
Big Bear Lode Mining Claim No. 4;
Big Bear Lode Mining Claim No. 5;
Big Bear Lode Mining Claim No. 6.

Cactus Lode Mining Claim

Zee No. 1 Lode Mining Claim

All of the within described Lode Mining Claims, 13 in number, being located in the Texas Creek Mining District, in the County of Fremont and State of Colorado. Reference is hereby made to Location Certificates of the said Lode Mining Claims, as are recorded in the office of the County Clerk and Recorder of the County of Fremont and State of Colorado, for descriptions thereof.

TO HAVE AND TO HOLD, the within designated Lode Mining Claims, tracts or parcels of land, with appurtenances, unto the Lessees and to their heirs, assigns, successors or legal representatives of the said Lessees from the 24th day of February, 1955, for the full term of Three (3) years, with a continuing right to renew this lease for an additional term of Three (3) years, and a continuing right of renewal every Three (3) years thereafter, so long as the minerals or materials hereinabove designated, or non-metallic materials, of value, are being produced in paying quantities from said premises and the royalties herein provided for are being paid and SUBJECT to all of the terms, conditions and agreements, as herein provided.

Lessees are hereby given, at their option, and at their cost and expense, the right and privilege, for a period of One Hundred Twenty (120) days, from the 24th day of February, 1955, to the 24th day of June, 1955, for the purpose of prospecting the same for valuable minerals, metallic or non-metallic, or rock or any other material of value, and such prospecting shall be in any manner desired by said Lessees, as they may elect to use, to best determine the value of said property.

That in the event said Lessees desire to continue operations under this lease agreement, after said period of One Hundred Twenty (120) days, then and in that event they shall pay minimum royalty in the sum of Five Hundred ($500.00) Dollars per month and thereafter, payable on or before the 15th day of each succeeding month during the period of this lease, and it is provided further that the payment herein expressed, to-wit, the sum of Five Hundred ($500.00) Dollars paid, shall cover all royalty due from said Lessees, as to the ore removed and shipped, for the One Hundred Twenty (120) day period mentioned herein.

In consideration of this agreement and the right to hold, occupy, mine, work, drill and otherwise develop, the within described premises, and to market the products thereof, the Lessees promise and agree to pay the Lessors, the following royalty:

a. An amount equal to 10% of the gross value of all ore shipped and delivered to the mill or plant at which sold, of all minerals and materials which have been, or may hereafter be, determined to be essential in the operation of said premises and the gross value herein referred to, shall be value as paid by the mill without any charges or costs deducted, and all payments of royalty, shall be made and shall apply to, any bonuses or other support money received by the Lessees on any mineral produced, shipped, sold and milled from said described premises.

b. The minimum royalty of Five Hundred ($500.00) Dollars per month, commencing at the expiration of One Hundred Twenty (120) days from date hereof, shall be due and payable monthly, but in the event that royalty in excess of Five Hundred ($500.00) Dollars be paid in any one month during the calendar year, the credit shall be given for any other month during the same calendar year, but not thereafter.

Lessees covenant and agree that they will commence work on the within described premises within ten (10) days from the date hereof, and shall work as they desire to determine within the period of 120 days, the value of said minerals and materials found, in, on or about the within described premises, but in no event shall the period of time be extended for such exploratory work, as may be desired, beyond said period, unless a further sum of Five Hundred ($500.00) Dollars shall be made, and which said payment shall be for a period of Thirty (30) days thereafter.

The Lessees further agree to hold the Lessors harmless for any and all manner of claims arising, or to arise, from the operation of said leased premises by Lessees and this shall be a continuing obligation during the period of this lease, and after the expiration of this lease, if any such damage should be the result of operations conducted on said described premises.

In the event that the Lessees shall do any drilling of any kind whatsoever, an accurate log thereof shall be kept, and such information as may be obtained, shall be given unto the Lessors at their request.

It is expressly understood and agreed that the said Lessees shall have the full power and authority, without consent of said Lessors, to assign or sublet the within described premises, as they may see fit.

The Lessees, before commencing work, under the provisions of this lease, or subleasing, contracting or sub-contracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at all times, keep such compensation insurance in full force and effect, and shall furnish the Lessors, with premium receipts or other satisfactory evidence of Lessees' compliance with this requirement, and a failure of the Lessees strictly to comply with this requirement, shall subject this lease to cancellation at the option of the Lessors.

Lessees shall pay all taxes lawfully assessed on property belonging to them and located on the leased premises, and in the event of the within described tracts or parcels of land being patented prior to the expiration or cancellation of this agreement, then taxes thereon shall be in proportion, as to increase only, incident to production of minerals or materials on said described premises in the percentage as herein indicated, as being owned by parties hereto.

It is expressly understood and agreed that Leslie Taylor and M. N. Taylor shall be agents for the Lessors herein named, and all notices and other requirements incident to this agreement, shall be mailed to said persons at their address, now known as Texas Creek, Colorado.

It is agreed that if for any reason the Lessees shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of Thirty (30) days, after service of written notice thereof, upon the Lessees, by the Lessors, or their agents, as herein constituted, the Lessors shall have the right to declare this lease forfeited and to enter on to the leased premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessees, or any persons occupying the premises, using such force as may be necessary so to do.

In the event of the termination of this lease, by reason of breach of covenants herein contained, the Lessees shall surrender and peaceably deliver up to the Lessors, the above described premises and shall leave said premises in good mining condition.

If, upon termination of this lease for any reason, whether by surrender, forfeiture, or expiration of term, or otherwise, Lessees shall not have fully complied with the terms of this lease, Lessors shall hold and retain possession of the property and equipment of Lessees, as security, unto the Lessors for the payment of royalties due them, or to protect them against liens or to indemnify them against any loss or damage sustained by them by reason of the default of the Lessees and for which purpose Lessors are hereby given a lien upon all of such property and equipment, which lien shall attach as the same is placed upon the premises.

Upon the termination of this lease, for any cause, if the Lessees shall remain in possession of said premises, they shall be guilty of an unlawful detainer, under the statutes, in such case made and provided, and they shall be subject to all the conditions and provisions thereof.

The benefits and obligations of this lease shall extend to, and be binding upon, the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, and have hereunto set their hands and seals, as of the day and year first above written.

Leslie Taylor

Leslie Taylor

and

Walter Higgins

Walter W. Higgins

and

Donald Higgins

Donald Higgins

and

M. N. Taylor

M. N. Taylor

and

Alan Taylor

Alan Taylor

and

M. N. Taylor, Jr.

M. N. Taylor Jr.

Lessors

Gordon Tolliver

Gordon Tolliver

and

C. C. Robison

C. C. Robison

Lessees

STATE OF COLORADO,
ss.
County of Fremont.

I, Elvira N. Brown a Notary Public. in and for said County, in the State aforesaid, do hereby certify that Leslie Taylor, Walter N. Higgins, Donald Higgins M. N. Taylor and Alan Taylor, who are personally known to me to be the persons whose names are subscribed to the annexed "Mining Lease", appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 31st day of October, A. D. 1955.

My commission expires October 17, 1956

Elvira N. Brown
Notary Public

STATE OF COLORADO,
City and ss.
County of Denver.

I, John E. Squire, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that M. N. TAYLOR, Jr., who is personally known to me to be the person whose name is subscribed to the annexed "Mining Lease," appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of November, A. D. 1955.

My commission expires My Commission expires November 6, 1955

John E. Squire
Notary Public

STATE OF ~~COLORADO~~ NEW MEXICO
ss.
County of ~~Fremont~~. SOCORRO

I, Claron E. Waggoner, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

Gordon Tolliver and C. C. Robison

who are personally known to me to be the persons whose names are subscribed to the annexed "Mining Lease," appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 5th day of November, A. D. 1955.

My commission expires Nov. 7, 1956

Claron E. Waggoner
Notary Public

STATE OF COLORADO
ss.
County of Fremont.

I, _____, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that

_____ who is personally known to me to be the person whose name is subscribed to the annexed "Mining Lease," appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A. D. 1955.

My commission expires _____

_____
Notary Public

11-14-55. [illegible]

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

AIR MAIL

November 8, 1955

224 New Customhouse
Denver 2, Colorado

RECEIVED
NOV 14 1955

Mr. Frank C. Roper
210 McBurnett Building
P. O. Box 1185
San Angelo, Texas

Re: Docket DMEA 3786 (Uranium), Fremont County, Colorado

Dear Mr. Roper:

In our letter to you of September 28, 1955 we asked if it would be possible for you to obtain the Zee claim which according to our information was the claim which lies between the Zee No. 1 and the Big Bear No. 5.

Your letter to us dated October 28, 1955 calls this Xingheim's Libby claim and the description of this Libby claim places it West of Big Bear No. 6.

Will you please promptly advise if the Libby claim is supposed to be the same as the Zee claim referred to in our letter of September 28, 1955.

Very truly yours,

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

By J. W. Townsend
J. W. Townsend

HMC:ab
cc: Chair. Op. Comm. (2)

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

AIR MAIL

November 8, 1955

224 New Customhouse
Denver 2, Colorado

RECEIVED
NOV 14 1955

Mr. Frank C. Roper
210 McBurnett Building
P. O. Box 1185
San Angelo, Texas

Re: Docket DMEA 3786 (Graham), Fremont County, Colorado

Dear Mr. Roper:

In our letter to you of September 28, 1955 we asked if it would be possible for you to obtain the Lee claim which according to our information was the claim which lies between the Lee No. 1 and the Big Bear No. 5.

Your letter to us dated October 28, 1955 calls this Kingheim's Libby claim and the description of this Libby claim places it West of Big Bear No. 6.

Will you please promptly advise if the Libby claim is supposed to be the same as the Lee claim referred to in our letter of September 28, 1955.

Very truly yours,

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

By J. W. Townsend

HMC:ab
cc: Chair. Op. Comm. (2)

Surname 700 Copy

Department of the Interior

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

DMEA
14X1401(01) Revolving Fund,
Defense Production Act, Interior
(Allocated Working Fund to the Office of the Secy.)

Ching
Ellis
Selfridge
Mathews

T E L E T Y P E

NOV 5 1955

W. M. TRAVER, EXECUTIVE OFFICER
DMEA FIELD TEAM, REGION III
234 NEW CUSTOMHOUSE BUILDING
DENVER 2, COLORADO

REURMEN NOVEMBER 1 JOSEY AND ROPER DOCKET 3786. DESCRIPTION OF LIBBY CLAIM PLACES IT WEST OF BIG BEAR NUMBER 6 NOT BETWEEN ZEE NUMBER 1 AND BIG BEAR NUMBER 5. IS LIBBY CLAIM SUPPOSED TO BE SAME AS ZEE CLAIM REFERRED TO IN URLET SEPTEMBER 28?

George C. Selfridge
(HB)

GEORGE C. SELFRIDGE
CHAIRMAN, OPERATING COMMITTEE

MChing/izm
11/8/55
cc to: Admr.'s Reading File
Operating Committee
Docket
Code 700
Mr. Ching
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA
Confirmation to Region III

11/4/55 gla

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

November 1, 1955

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Secretary to the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Jack S. Josey and Frank C. Roper, Fremont County, Colorado

Enclosed are the following data submitted by the applicant in reply to our letter of September 28, 1955 and copy of our reply to the applicant.

1. Two copies of a letter from the applicant dated October 28, 1955

2. One copy of a Quit Claim of Mining Claim With Reservation of Interest

3. One copy of the Location Certificate

This office has not initiated Owner's Consent to Lien form on this docket.

W. M. Traver

By J. W. Townsend
J. W. Townsend

Enclosures

RECEIVED
NOV - 3 1955

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

November 1, 1955

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Secretary to the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Jack S. Josey and Frank C. Roper, Fremont County, Colorado

Enclosed are the following data submitted by the applicant in reply to our letter of September 28, 1955 and copy of our reply to the applicant.

1. Two copies of a letter from the applicant dated October 28, 1955

2. One copy of a Quit Claim of Mining Claim With Reservation of Interest

3. One copy of the Location Certificate

This office has not initiated Owner's Consent to Lien form on this docket.

W. M. Traver

By J. W. Townsend
J. W. Townsend

Enclosures

RECEIVED
NOV - 3 1955

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

November 1, 1955

224 New Customhouse
Denver 2, Colorado

Mr. Frank C. Roper
P. O. Box 1185
San Angelo, Texas

Re: Docket DMEA 3786 (Uranium), Jack S. Josey and Frank C. Roper, Fremont County, Colorado

Dear Mr. Roper:

This will acknowledge receipt of your letter dated October 28, 1955 which transmitted a Quit Claim of Mining Claim With Reservation of Interest and the Location Certificate on the Libby Claim.

These documents have been forwarded to the DMEA Washington office for their approval and final action.

Very truly yours,

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

HMC:ab
cc: Sec. Op. Comm. (2)

By J. W. Townsend
J. W. Townsend

RECEIVED
NOV - 3 1955

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

November 1, 1955

224 New Customhouse
Denver 2, Colorado

Mr. Frank C. Roper
P. O. Box 1185
San Angelo, Texas

Re: Docket DMEA 3786 (Uranium), Jack S. Josey and Frank C. Roper, Fremont County, Colorado

Dear Mr. Roper:

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Very truly yours,

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

HMC:ab
cc: Sec. Op. Comm. (2)

By J. W. Townsend
J. W. Townsend

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1165
SAN ANGELO, TEXAS

October 28, 1955

DMEA
Date Rec'd
OCT 31 1955
BUREAU OF MINES
Denver, Colorado

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

Re: Docket DMEA 3786
Fremont County, Colorado

Dear Mr. Traver:

Replying to your letter of September 28, and supplementing my communication of October 16, I beg to advise that a purchase of the subject claim "Zingheim's Libby Claim" has been made.

A copy of the location notice together with a photostatic copy of the original conveyance from Elizabeth Zingheim to Frank C. Roper is enclosed.

A mineral abstract has been ordered to the Libby Claim for title approval purposes.

Please advise if the enclosed properly establishes our ownership to your satisfaction, or will it be necessary to forward four copies of the recorded conveyance from Zingheim to Roper?

Thanking you very much, I am

Very truly yours,

Frank C. Roper

FRANK C. ROPER
For: Jack S. Josey &
Frank C. Roper

FCR:nm
Encls.

RECEIVED
NOV 3 1955

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

DMEA
Date Rec'd
OCT 31 1955
BUREAU OF MINES
Denver, Colorado

October 27, 1955

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

Re: Docket DMEA 3786
Fremont County, Colorado

Dear Mr. Traver:

Replying to your letter of September 28, and supplementing my communication of October 16, I beg to advise that a purchase of the subject claim "Zingheim's Libby Claim" has been made.

A copy of the location notice together with a photostatic copy of the original conveyance from Elizabeth Zingheim to Frank C. Roper is enclosed.

A mineral abstract has been ordered to the Libby Claim for title approval purposes.

Please advise if the enclosed properly establishes our ownership to your satisfaction, or will it be necessary to forward four copies of the recorded conveyance from Zingheim to Roper?

Thanking you very much, I am

Very truly yours,

Frank C. Roper

FRANK C. ROPER
For: Jack S. Josey &
Frank C. Roper

FCR:nm
Encls.

QUIT CLAIM OF MINING CLAIM WITH RESERVATION OF INTEREST

THIS INDENTURE made this 21st day of October, A. D. 1955, between ELIZABETH ZINGHEIM, of the County of Fremont, State of Colorado, of the first part, and FRANK C. ROPER, of San Angelo, Texas, of the second part:

WITNESSETH, that the party of the first part, for and in consideration of the sum of Five Hundred Dollars ($500.00) lawful money of the United States of America, to the party of the first part in hand paid by the party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby confessed and acknowledged, and for the other consideration hereinbelow recited, hereby grants, bargains, sells, remises, releases, conveys and quitclaims unto the party of the second part, his heirs and assigns forever, the following described mining property situated in the Devil's Hole Mining District in the County of Fremont, State of Colorado, to-wit:

> That certain mining claim being so situated and beginning at Corner No. 1 which bears S. 18° E. 475 feet from NW corner of old Zingheim house. Thence N. 750 feet to Post No. 2, eastside center of claim. Thence N. 750 feet to Post No. 3, NE corner of claim. Thence West 600 feet to Post No. 4, NW corner of claim. Thence South 750 feet to West side center Post No. 5. Thence S 750 feet to Post No. 6, SW corner of claim. Thence East 600 feet to Post No. 1, SE corner of claim, the place of beginning. Discovery cut is in center of claim and bears N. 29° W. 300 feet from NW corner of old Zingheim house. In Tp. 18 S. R. 73 W. 6th P. M.

Which said mining claim is that mining claim identified by Location Certificate as being on the Libby Lode in Devil's Hole Mining District, Fremont County, State of Colorado, and identified by Location Certificate, being Entry No. 291086 of the Fremont County records filed in the office of the County Clerk and Recorder of Fremont County at 11:46 o'clock A. M. November 10, 1954 and recorded in Book 342 Page 18 of said records; together with all the dips, spurs, angles, and variations, also all the metals, ores, and mineral substances therein and thereunder, and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof;

and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the party of the first part of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the party of the second part, his heirs and assigns for so long as ores or minerals or materials not metallic or non-metallic of value are being produced in paying quantities from said premises, and the royalties reserved herein provided for are being paid to the grantor as herein provided.

And grantee is given the right to use such part of the surface of said premises for the purpose of prospecting for valuable minerals, metallic or non-metallic, or rock or any other material of value, and said prospecting shall be in any manner desired by the said grantee as he may elect to use to best determine the value of said property.

RESERVING, however, an amount equal to five per cent (5%) of the gross value of all ores shipped and delivered to the mill or plant at which sold of all minerals and materials which have been or may hereafter be determined to be essential in the operation of said premises, and the gross value herein referred to shall be the value as paid by the mill without any charges or costs deducted, and all payments of this royalty reserved shall be made and shall apply to said royalty reserved.

And grantee covenants and agrees that he will commence production on the described premises within five (5) years from date hereof, failing in which the premises herein transferred shall revert in whole to the grantor; but, for so long as the grantee shall continue to operate the premises and produce ores therefrom, he shall remain in the enjoyment, possession and ownership of the property herein conveyed.

Grantee further agrees to hold the grantor harmless for and on account of any and all manner of claims arising or to arise from the operation

on said premises, and this shall be a continuing obligation during the period of time herein described.

It is expressly understood and agreed that the grantee shall have the full power and authority, without consent of grantor, to assign or sublet the within described premises as grantee may see fit.

Grantee agrees to pay all taxes lawfully assessed on the property belonging to him and located on the premisee as they shall accrue and become due and owing.

The benefits and obligations of this lease shall extend to and be binding upon the heirs, administrators, and assigns of the respective parties hereto.

It is agreed that the grantee shall make such use of the surface of the premises as may be necessary to carry out the intent of this grant, and that damages caused to the surface thereby and incident to the operation thereon shall not be compensable to the grantor where grantor may own or have a right to the use of said surface.

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

Elizabeth Gringrenir
Grantor

Frank C. Roper
Grantee

STATE OF COLORADO)
) SS.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged

before me this 24th day of October, A. D. 1955, by Elizabeth Zingheim.

My commission expires Oct. 17-1956

Witness my hand and official seal.

Elvira N. Brown
Notary Public

STATE OF TEXAS)
) SS.
COUNTY OF TOM GREEN

The foregoing instrument was acknowledged before me this 21st day of October, A. D. 1955, by Frank C. Roper.

My commission expires June, 1957

Witness my hand and official seal.

RUTH B. NEAL

Ruth B. Neal
Notary Public

Filed for record the _____ day of _____, A. D. 19____, at _____ o'clock ___ M.

Reception No. _____ _____ RECORDER

STATE OF COLORADO, }
County of FREMONT } ss.

Know all Men by these Presents,

That ELIZABETH ZINGHEIM

the undersigned, has, this 14 day of AUGUST 1954, located and claimed, and by these presents do locate and claim, by right of discovery and location, in compliance with the Mining Acts of Congress, approved May 10, 1872, and all subsequent acts, and with local customs, laws and regulations 1500 linear feet and horizontal measurement on the LIBBY Lode, vein, ledge or deposit, along the vein thereof, with all its dips, angles and variations, as allowed by law, together with 300 feet on the EAST side, and 300 feet on the WEST side of the middle of said vein, at the surface, so far as can be determined from present developments; and all veins, lodes, ledges or deposits and surface ground within the lines of said claim, 750 feet running SOUTH from CENTER of discovery CUT and 750 feet running NORTH from CENTER of discovery CUT; said discovery CUT being situated upon said lode, vein, ledge or deposit, and within the lines of said claim, in DEVILS HOLE Mining District, County of FREMONT and State of Colorado, described by metes and bounds as follows, to-wit:

Beginning at corner No. 1 WHICH BEARS S 18° E 475 FEET FROM NW CORNER OF OLD ZINGHEIM HOUSE, THENCE N 750 FEET TO POST NO 2, EAST SIDE CENTER OF CLAIM, THENCE N 750 FEET TO POST NO 3, NE. CORNER OF CLAIM, THENCE WEST 600 FEET TO POST NO 4, NW. CORNER OF CLAIM, THENCE SOUTH 750 FEET TO WEST SIDE CENTER POST NO 5, THENCE S 750 FEET TO POST NO 6 SW. CORNER OF CLAIM, THENCE EAST 600 FEET TO POST NO 1, SE CORNER OF CLAIM THE PLACE OF BEGINNING. DISCOVERY CUT IS IN CENTER OF CLAIM AND BEARS N 29° W 300 FEET FROM N.W. CORNER OF OLD ZINGHEIM HOUSE. IN TP 18S R73W 6TH PM.

Said lode was discovered on the 14TH day of AUGUST A. D. 1954

ATTEST:

M. Taylor

Date of location AUGUST 14 A. D. 1954

Date of Certificate _____ A. D. 19____

Elizabeth Zingheim Seal

Seal

Seal

Seal

Seal

Seal

No.....

Location Certificate

On the LIBBY Lode

Mining Claim of ELIZABETH ZINGHEIM

in DEVILS HOLE Mining

District, FREMONT County,
State of Colorado.

STATE OF COLORADO,
County of Fremont } ss.

I hereby certify that this Location Certificate was filed for record in my office at 11:46 o'clock A. M., Nov. 10, 19 54, and is duly recorded in Book 342 at Page 18.

Mary J. McDonough
RECORDER

By Wayne Morrison
DEPUTY

Fees, $ 1.00

WHEN RECORDED RETURN TO

MRS ELISABETH ZINGHEIM
CANON CITY COLO

OUT WEST PRTG. & STATY. CO., COLORADO SPRINGS M8527

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

RECEIVED
OCT 1 9 1955

AIR MAIL

October 18, 1955

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Chairman of the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA Docket 3786 (Uranium), Jack S. Josey and Frank C. Roper, Fremont County, Colorado

Enclosed are two copies of a letter from the applicant in reply to our letter of September 28, 1955 and answers your teletype to this office dated October 14, 1955.

W. M. Traver

W. M. Traver

Enclosures

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

DMEA
Date Rec'd RECEIVED
OCT 1 9 1955
BUREAU OF MINES
Denver, Colorado

Oct. 16, 1955.

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

Re ; Docket DMEA 3786
Fremont County, Colo.

Dear Mr. Traver:

Reference to you letter of September 28, relative to Zee Claim purchase, I beg to advise that progress is being made on the subject property.

As soon as, the deal is consummated I shall notify you immediately forwarding a copy of the conveyance under which rights to the above claim were acquired.

Thanking you very much, I am

Very truly yours,

Frank C. Roper

Frank C. Roper

FOR: Jack S. Josey & Frank C. Roper

COPY

10/20/55-gla

AIR MAIL

October 18, 1955

RECEIVED
OCT 19 1955

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Chairman of the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

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W. M. Traver

Enclosures

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

Oct. 16, 1955.

DM
Date
OCT 1 1955
BUREAU OF MINES
Denver, Colorado

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

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Frank C. Roper

Frank C. Roper

FOR: Jack S. Josey & Frank C. Roper

Surname copy

Ching
Ellis
Selfridge
Fleisman

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

Department of the Interior

DMEA

OCT 18 1955

14X1401(01) Revolving Fund, Defense Production Act, Interior (Allocated Working Fund to the Office of the Secy.)

T E L E T Y P E

W. M. TRAVER, EXECUTIVE OFFICER
DMEA FIELD TEAM, REGION III
224 NEW CUSTOMHOUSE BUILDING
DENVER 2, COLORADO

REURTT OCTOBER 17 JOSEY AND ROPER DOCKET 3786 IT HAS NEVER BEEN DMEA POLICY TO REQUIRE INCLUSION OF CLAIMS NOT CONTROLLED BY APPLICANT WHERE THE LAND IS SUFFICIENT FOR PURPOSES OF CONTRACT. UNDUE BENEFIT TO ADJOINING PROPERTIES MAY BE PREVENTED BY ELIMINATING WORK WITHIN 200 FEET OF BOUNDARIES.

George C. Selfridge

GEORGE C. SELFRIDGE,
CHAIRMAN, OPERATING COMMITTEE (JHB)

MChing/gla
10-18-55
cc to: Admr.'s Reading File
Operating Committee
Docket
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA
Code 700
Mr. Ching
Confirmation to Region III

R.C.G.

Mr. George Selfridge

RECEIVED
OCT 17 1955

DN 235 BUR MINES 10-17-55 8-56 AM

CHAIRMAN, OPERATING COMMITTEE, DMEA

REURTEL JOSEY AND ROPER DOCKET 3786. JOINT REPORT OF EXAMINATION RECOMMENDED INCLUSION OF ZEE CLAIM BECAUSE OF BENEFIT FROM PROPOSED DRILLING ON THREE SIDES. PLEASE ADVISE IF DMEA POLICU POLICY HAS BEEN CHAGXX CHANGED REGARDING INCLUSION OF CLAIMS BENEFITED SO THAT WE MAY ADVISE THE APPLICANT. WE HAVE NO REPLY FROM LETTER OF SEPTEMBER 28.

W M TRAVER

Denver, Colo.

Surname copy

Ching
Ellis
Kilsgaard
Gechan
Selfridge
H. Jensen

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

OCT 14 1955

Department of the Interior

DMEA

14X14C1(C1) Revolving Fund,
Defense Production Act, Interior
(Allocated Working Fund to the
Office of the Secy.)

TELETYPE

W. M. TRAVER, EXECUTIVE OFFICER
DMEA FIELD TEAM, REGION III
224 NEW CUSTOMHOUSE BUILDING
DENVER 2, COLORADO

ADVISE RESULTS UNLET SEPTEMBER 28 TO JOSEY AND ROPER DOCKET 3786. BELIEVE INDEFENSE INCLUSION EEE CLAIM THAT MIGHT WORK HARDSHIP ON APPLICANT AND CAUSE UNDUE DELAY UNJUSTIFIED.

George C. Selfridge

GEORGE C. SELFRIDGE, (JB)
CHAIRMAN, OPERATING COMMITTEE

MChing/gla
10-14-55
cc to: Admr.'s Reading File
Operating Committee
Docket
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JCHosted, Rm. 3210, GSA
Code 700
Mr. Ching
Confirmation to Region III

R.G.S.

Surname copy

700

Ching
Ellis
Johnson

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

Mr. Frank C. Roper
P. O. Box 1185
San Angelo, Texas

OCT 13 1955

Re: Docket No. DMEA-3786 (Uranium)
Big Bear, et al. claims
Fremont County, Colorado

Dear Mr. Roper:

In reviewing your property rights under the proposed project we note that the Mining Lease, dated February 24, 1955, lists the Zee Lode Mining Claim but not the Zee No. 1 Lode Mining Claim. On the other hand, the assignment of Mining Lease and Agreement for Operation, dated March 7, 1955, lists the Zee No. 1 Lode Mining Claim and not the Zee Lode Mining Claim.

All other information filed with your application indicates that the Zee No. 1 claim is the claim you wish to be included. If this is the case and the Mining Lease has been incorrectly drawn, it is requested that you submit four copies of a corrected Mining Lease listing the Zee No. 1 Lode Mining Claim in place of the Zee Lode Mining Claim.

The foregoing question assumes greater importance in view of Mr. W. M. Traver's letter to you, dated September 28, 1955, regarding the inclusion of the Zee Claim in the proposed project. We have received no advice from Mr. Traver regarding your reaction to his suggestion and await your answer with interest.

Sincerely yours,

SIGNED
Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

MChing/gla
10-13-55
cc to: Admr.'s Reading File
Docket
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JCHosted, Rm. 3210, GSA
Code 700
Mr. Ching
DMEA Field Team, Region III (2)

R.C.S.

10/13/55 gla

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

RECEIVED
OCT 12 1955

RECEIVED
OCT 12 1955

October 12, 1955

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee, Room 4445

From: James Paone, Bureau of Mines Alternate Member
Uranium Commodity Committee

Subject: Report of Examination, DMEA Docket 3786, Jack S. Josey and Frank C. Roper, Big Hole-Big Bear groups, Fremont County, Colorado

I have reviewed the report of examination, Jack S. Josey and Frank C. Roper, DMEA Docket 3786; and I have discussed it with Joseph O. Hosted, Washington representative of the Atomic Energy Commission.

The original request by the applicant was for a 56-hole drilling program to explore for uranium on the Big Hole-Big Bear groups of claims, Fremont County, Colorado, at a total estimated cost of $42,156.00. The examining team recommends a three-stage drilling program with 12, 23, and 30 holes, respectively, in Stages 1, 2, and 3 at a total estimated cost of $43,194.65.

Uranium deposits of economic grade have been found in the southern, eastern, and western parts of the project area and exploratory drilling is expected to intersect the projections of the favorable beds.

We concur in the recommendation of the field examiners providing that a subordination agreement is obtained to include the open area (Zee claim) between the Big Bear No. 5 and the Zee No. 1 claims or applicant's possessory interest in that area so noted.

The report is being forwarded to the Chief, Division of Minerals, in accordance with the routing slip attached thereto.

James Paone
James Paone

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

RECEIVED
OCT 12 1955

October 12, 1955

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Uranium Commodity Committee, Room 4445

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James Paone

10/11/55 gla

IN REPLY REFER TO:

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

RECEIVED
OCT 11 1955

October 11, 1955

Memorandum

To: E. W. Ellis, Defense Minerals Exploration Administration

From: T. H. Kiilsgaard, U. S. Geological Survey

Subject: Review of Field Team report, DMEA Docket 3786, Big Hole-Big Bear groups, Echo Canyon Area, Fremont County, Colorado.

Field examiners have recommended approval of a 3-stage exploration project on the cited property, the work to consist of plug bit and core drilling, the aggregate cost of which is estimated at $43,194.65. I concur with the examiners and recommend approval of the project; however, I suggest modification of their recommendations.

Both field examiners and the Field Team recommend that a contract be approved, providing a subordination to the Zee claim is obtained by the applicant and that this claim is included with the other claims that are to be subject to contract terms. As a means of calling this proposal to the attention of the applicant, the Executive Officer wrote the applicant on September 28, 1955, asking that he obtain a lease or otherwise obtain control of the Zee claim so that it could be subordinated to contract terms.

I strongly object to the field proposal concerning the Zee claim. In the first place, at no place in the application is there evidence that the applicant owns or controls the Zee claim or that it ever was the applicant's intention to explore this claim. The fact that field examiners found the applicant's property to surround the Zee claim on three sides does not, in my opinion, give them grounds to demand inclusion of this claim before granting a contract. Using the same argument they could demand inclusion of the ground north of the Big Bear No. 1 as this ground contains a known radioactive deposit. If the applicant was known to own or control the Zee claim then, as I understand DMEA policy, it would be quite fitting for field examiners to ask the applicant to subordinate it, but I am unaware of any policy interpretation that demands an applicant to secure control of adjoining property before a contract will be granted.

It might also be noted that although control of the Zee claim is requested none of the proposed work in Stage 1 or 2 is shown on that claim, nor is there any geologic evidence presented either on the map or in the report that suggests the Zee claim to be any better or worse than adjoining claims. If the geographic location of the Zee claim makes its inclusion important, why not delete the Zee No. 1 claim from the project thereby creating a block of ground not encumbered by any salient claims?

Another unusual feature noted in the Field Team report is that during the initial examination of the property on July 7, 1955, the applicant apparently was asked to submit a topographic and geologic map of the property and the location of the former drill holes. It is understandable why this information would be requested; however, to my knowledge, it marks the first time an applicant has been requested to furnish a topographic map. Is this not being too demanding? An accurate topographic map entails a considerable amount of work and there are few applicants prepared to meet such demands. Is it fair to demand such a map in a given situation as in the present one when in other instances DMEA grants contracts to applicants whose maps are so poor that their properties must be remapped by the Field Team and the Field Team map used in the contract?

Thor H. Kiilsgaard

Thor H. Kiilsgaard

IN REPLY REFER TO:

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

RECEIVED
OCT 11 1955

October 11, 1955

Memorandum

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From: F. N. Killingsard, U. S. Geological Survey

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Thor H. Kiilsgaard

THKiilsgaard:iml
G-10/11/55

cc: Director's reading, 4212
Branch reading, 4212
DMEA (3) ✓
Docket file
J. E. Crawford, 3641
J. O. Hosted, 3210

10/10/55-gla

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

RECEIVED
OCT 1955

September 29, 1955

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Secretary to the Operating Committee, DMEA

From: Field Team, Region III

Subject: Joint Report of Examination, DMEA Docket 3786 (Uranium), Jack S. Josey and Frank C. Roper, Big Hole-Big Bear groups, Fremont County, Colorado

Enclosed are the original and three copies of the report pertaining to the above application.

We concur with the recommendations of the field examiners providing the subordination of the Zee claim is obtained.

Copies of a letter to the applicant suggesting that he obtain the right to mine and remove ore from the Zee claim have been forwarded your office.

We have not forwarded the applicant the Owner's Consent to Lien and Subordination Agreement requested in your letter of May 6, 1955 because if the applicant is unable to lease the Zee claim, you may wish to exclude the surrounding claims from the exploration project.

Nine extra copies of Figure 2 are attached for possible use in the contract.

W. M. Traver

Reviewed by
DMEA OPERATING COMMITTEE
10-7-55
(date)

DKMacharen
for E. N. Harshman

Enclosures

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR

Defense Minerals Exploration Administration
Denver Federal Center
Denver, Colorado

RECEIVED
OCT 3 - 1955
Data Bank

SEP 26 1955
BUREAU OF MINES
Denver, Colorado

September 23, 1955

TRANSMITTED
SEP 28 1955

Memorandum

To: Executive Officer, DMEA Field Team, Region III

From: E. N. Harshman
John F. Shaw

Subject: DMEA Docket 3786 (Uranium), Jack S. Josey and Frank C. Roper, Big Hole-Big Bear claim group, Fremont County, Colorado

Enclosed are the original and nine copies of a joint geologic and engineering report by R. U. King, U. S. Geological Survey, and W. D. McMillan, U. S. Bureau of Mines, covering their examination of the subject property.

The examination was made on July 7, 1955, and on August 12, 1955, the applicants submitted a revised exploration program and supplemental data.

The original request was for a 56-hole drilling program (later revised downward to 39 holes) at an estimated cost of $42,156.00, Government participation 75 percent or $31,617.00. The examining team recommends a three-stage drilling program with 16, 23, and 30 holes, respectively, in Stages 1, 2, and 3. The total estimated cost of the program is $43,194.65, Government participation 75 percent, or $32,395.99.

We concur with this recommendation.

E. N. Harshman
E. N. Harshman
Member, Field Team

Reviewed by
DMEA OPERATING COMMITTEE
10-7-55
(date)

John F. Shaw
John F. Shaw
Supervising Mining Engineer

Enclosures (10)

ENHarshman:arh

UNITED STATES
DEPARTMENT OF THE INTERIOR
DOUGLAS McKAY, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION III

DMEA Docket 3786

Jack S. Josey and Frank C. Roper

Big Bear-Big Hole Claim Group

Echo Canyon Area

Fremont County, Colorado

Uranium

Joint Engineering and Geologic Report

Reviewed by
DMEA OPERATING COMMITTEE
10-7-55
(date)

by

W. D. McMillan
U. S. Bureau of Mines

R. U. King
U. S. Geological Survey

September 22, 1955

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Illustrations

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DMEA DOCKET 3786
JACK S. JOSEY AND FRANK C. ROPER
BIG BEAR-BIG HOLE CLAIM GROUP
ECHO CANYON AREA, FREMONT COUNTY, COLORADO

INTRODUCTION

Jack S. Josey and Frank C. Roper, lessees, applied for Defense Minerals Exploration Administration assistance to explore for uranium on their leased Big Bear-Big Hole group of 13 claims in the Echo Canyon area of Fremont County, Colorado. Their proposal was for a single stage exploration program of plug-bit and core-bit drilling consisting of 56 holes in a staggered pattern of 4 holes per claim, with a hole spacing of from 300 to 600 feet. The estimated amount of drilling was 9,100 feet at an estimated cost of $42,156.00. Government participation at 75 percent would be $31,617.00.

An examination was made on July 7, 1955, by a DMEA examining team consisting of W. D. McMillan of the Bureau of Mines and Robert U. King of the Geological Survey. They were accompanied by Frank C. Roper and Robert H. Park, a lawyer associate of Josey and Roper, and Earl Green who has claims in the same area.

The examining team found that the proposed program of exploration was not well founded and that the map lacked topography and the locations of holes drilled by New World Exploration Corporation. On August 12, 1955, supplemental data were received from the applicant along with a revised application requesting 39 stage I drill holes and an unspecified number of stage II holes.

Uranium ore has been found on the subject claims in thick-bedded arkosic, coarse- to fine-grained sandstone with occasional layers of siltstone and mudstone. The rocks are Tertiary in age and of terrestrial and fluviatile origin. Associated with the uranium is carbonized fossil plant material. The beds are essentially flat-lying. However, in the northwestern part of the area the beds dip 25° to the northeast, and in the southern part they dip 20° to the north.

The examining team recommends a three-stage program of exploration at a total estimated cost of $43,194.65 (Government participation $32,395.99). Stages 1, 2, and 3 consist of 16, 23, and 30 holes, respectively, for an estimated total of 12,060 feet of drilling.

ACKNOWLEDGMENTS

M. N. and Earl Taylor, the original discoverers of the radioactive deposits in Echo Canyon, provided horses for emergency transportation of the examining team across the Arkansas River, and Earl Green, who owns claims adjacent to the applicants' property provided jeep transportation. Messrs. Frank C. Roper, geologist for the applicants, and Robert Park, an associate of the applicant, accompanied the examining team. Alberto Manrique, a graduate student in geology at Stanford University and a Point IV working trainee on assignment to DMEA, assisted in collecting samples for analysis and mineralogic study and in making radioactivity surveys of the applicant's claims. Mr. Larry Frankell of the U. S. Atomic Energy Commission examined the subject area at a subsequent date and made available to DMEA additional geologic and assay data.

LOCATION, TOPOGRAPHY, PHYSICAL FEATURES, AND MARKETS

The Big Hole-Big Bear group consists of 13 claims located in an unsurveyed area approximately in sections 22 and 27, T. 13 S., R. 73 W., N.M.P.M. (unsurveyed), Fremont County, Colorado (Figure 1).

The claims are the Big Hole Nos. 1, 2, 3, 4, 7, the Big Bear Nos. 1, 2, 3, 4, 5, 6, the Cactus, and the Zee. They include an area of about 240 acres and cover the eastern part of a basin formed by erosion of Echo Danyon and its tributaries. The basin is 2 miles northwest of Echo Station on the D & RG W RR and is reached by an unimproved dirt road and several truck trails. Canon City, 20 miles east, and Salida 40 miles west are the nearest sources of major supplies.

The area covered by the claims is dissected by four north-trending canyons with elevations of 6,300 feet at the southern end and 6,750 feet at the northern end. Between these canyons the surface is flat to gently rolling. There is a sparse cover of pinon pine and cedar, interspersed with cactus and sage brush. Mobile access to the property at present is only by 4-wheel drive equipment. Drilling sites and access roads can be prepared at a reasonable cost.

The climate of the area is semi-arid. Summers are hot and winters moderate with heavy storms of short duration throughout the year. Surface drilling and underground mining operations are feasible throughout the year.

The closest market for uranium ore from the Big Hole-Big Bear claim group is at Grand Junction, Colorado, 270 miles from Echo Station on the Denver and Rio Grande Western Railroad.

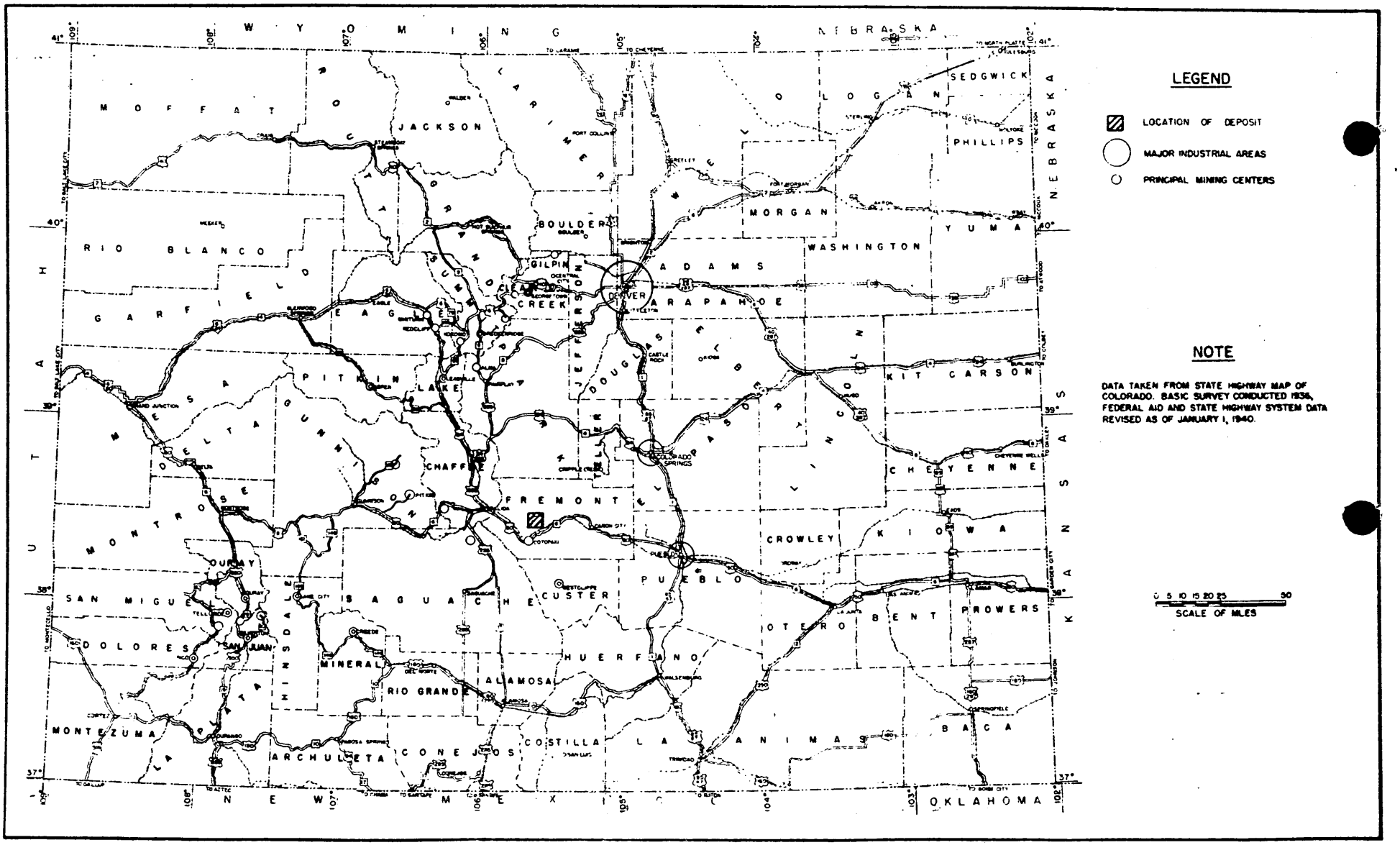

FIGURE 1 - LOCATION MAP, BIG HOLE AND BIG BEAR CLAIM GROUP, JOSEY AND ROPER, FREMONT COUNTY, COLO. DMEA 3786

Mining timber and lumber are available at local sawmills, and there is an ample supply of wood on the claims for domestic use. Power must be furnished by gasoline or diesel driven units. Water for drilling can be obtained from either Echo Canyon or the Arkansas River, within 1 to 2 miles from the property. Domestic water can be obtained from a spring at Echo Station.

LABOR AND LIVING CONDITIONS

The proposed exploration program would be executed by a drilling contractor who would furnish all labor. Other labor can be obtained from the neighboring towns of Parkdale, Texas Creek, and Cotopaxi. There are adequate accommodations in these towns for housing such personnel.

HISTORY, PRODUCTION, AND OWNERSHIP

The original discovery of uranium deposits in the Echo Canyon area was made by M. N. Taylor and associates of Cotopaxi, Colorado, in the early part of 1954. They located the Big Bear, Big Hole, Cactus, and Zee claims, and submitted samples of uranium-bearing sandstone to the U. S. Geological Survey in May of 1954.

The mining history of the district dates from the location of the claims in March 1954 to December 1954. During the spring and summer of 1954 New World Exploration Corporation secured a lease on part of the claims and core-drilled nine holes on two claims. The location of these holes is shown on Figure 2. Uranium ore was found

in five holes. Due to a lack of funds, New World Exploration Corporation dropped its lease in 1954. There has been no production from the claims.

Data on the claims of the subject application were obtained from records at Canon City and are given in Table 1.

On February 24, 1955, Donald Higgins, Walter Higgins, and the Taylor family gave a mining lease on all the above claims except the Cactus No. 1 to Gordon Tolliver and C. E. Robison of Socorro, New Mexico, who in turn on March 7, 1955, assigned their mining lease, with an Agreement for Operation, to the applicants, Jack S. Josey and Frank C. Roper. Tolliver and Robinson on March 24, 1955, negotiated a Mining Lease from M. N. Taylor and Leslie Taylor on the Cactus No. 1 claim, which was in turn assigned to Jack S. Josey and Frank C. Roper on March 25, 1955, with an Agreement for Operation.

No evidence of conflicting locations was found on the ground, although the Cactus claim invades the southern parts of the Cactus No. 1 claim and the Big Hole No. 1 claim, which are earlier locations, and the Big Bear No. 3 and 4 claims cover the same ground. The field check and examination of records at the Fremont County Courthouse in Canon City indicate that the locations are valid.

GEOLOGY AND DESCRIPTION OF THE DEPOSITS

The uranium deposits of the Echo Canyon area are in sedimentary rocks, presumably of early Tertiary age, that are capped in places by indurated gravel wash and are underlain by Precambrian granite.

Table 1.--Claim data - Big Bear-Big Hole Claim Group - DMEA 3786

Name	Book No.	Page No.	Certificate No.	Date of recording	Locators	Date of location
Big Hole No. 1	338	219	288,516	6/15/54	Leslie Taylor, Alan Taylor, M. N. Taylor, M.N.Taylor, Jr.	3/30/54
" " No. 2	338	222	288,525	6/15/54		3/30/54
" " No. 3	338	222	288,524	6/15/54	Taylors	3/30/54
" " No. 4	338	221	288,523	6/15/54	Taylors	3/30/54
" " No. 7	338	443	238,711	8/20/54	Donald Higgim, Walter W. H. Higgins, Lester & M.N.Taylor	7/31/54
Big Bear No. 1	338	221	288,522	6/15/54	Taylors	4/20/54
" " No. 2	338	218	288,521	6/15/54	Taylors	4/20/54
" " No. 3	338	218	288,520	6/15/54	Taylors) Same location	4/20/54
" " No. 4	338	220	288,519	6/15/54	Taylors)	
" " No. 5	338	220	288,518	6/15/54	Taylors	4/20/54
" " No. 6	338	219	288,517	6/15/54	Taylors	4/20/54
Zee No. 1	342	18	291,083	11/10/54	Taylors	8/14/54
Cactus	343	177	293,121	2/15/55	Taylors	12/26/54
Cactus No. 1	345	207	294,744	4/10/55	M.N.Taylor & Leslie Taylor	3/23/55

Bordering the area on the north and overlying the granite are late Tertiary volcanic flow rocks.

The sedimentary rocks occupy a depressed basin-like structure that is enclosed on the east and west sides by high ridges of Precambrian granite, and on the north side by a high plateau formed of volcanic flow rocks. The sedimentary rocks pinch out southward exposing granite in the floor of the basin. The thickness of the sedimentary rocks in the northern part of the claim group is not known but may be as much as 300 to 400 feet.

The sedimentary rocks are chiefly gray to brown, thin- to thick-bedded arkosic sandstones, shales, and conglomerates. The shale and sandstone beds contain in places much carbonized fossil plant material. Crossbedding is common in the sandstone strata that are for the most part flat-lying but may have a small regional southward dip.

The Echo Canyon area is probably a graben that is bounded on the north and west by normal faults. The presence of an east-trending fault north of the claims is indicated by an abrupt change in topography; from a gently rolling surface cut by steep walled gullies, the ground rises steeply to a high plateau. A north-northeast trending fault that is approximately along the west boundary of the claims is inferred both from a marked change in topography and from the trellis drainage pattern that has developed west of the claims.

On the Big Bear No. 1 claim along an outcrop on the east wall of a gully, a 2-foot bed of carbonaceous shale and sandy shale is abnormally radioactive for a distance of 50 feet. The strata strike

northwest and dip 25° NE at this place. The average uranium content of four samples collected from this bed amounts to 0.008 percent. Analyses are shown in Table 2.

Six holes were drilled by the New World Exploration Corporation on the Big Hole No. 3 claim (fig. 2). Radioactivity amounting to as much as 0.1 percent equivalent uranium oxide was measured in five of the six holes. As many as four separate radioactive beds with an average thickness of 5 feet were detected by radioactivity logging. The applicant reports a uranium content of 0.12 percent in drill core from the most radioactive zone in two of the drill holes. The five drill holes cover an area of about 25,000 square feet.

Radioactive deposits that contain in places secondary uranium minerals, occur in coarse micaceous and arkosic sandstone and carbonaceous shale in the Echo Canyon area. The deposits are tabular and follow the bedding. They are as much as 7 feet thick, but more commonly range from 1 to 5 feet thick.

In most of the radioactive deposits the uranium minerals are not visible, but in the discovery cut on the Cactus claim (fig. 2) a secondary uranium mineral identified as schoepite, a hydrated uranium oxide, occurs with gypsum disseminated in weathered sandstone and shale. Analyses of four samples collected by the applicant from this locality are shown on Table 2; the average of the four analyses is 0.77 percent U_3O_8.

A lens of carbonaceous shale in flat-lying sandstone beds that is abnormally radioactive crops out along the east wall of a gully on

Table 2.--Radioactivity and uranium content of samples of uraniferous sandstone and shale, Big Hole-Big Bear group of claims and other claims in the Echo Canyon area

Material sampled	Sample No. and source	Equivalent uranium (percent)	Uranium (percent)	Location of sample	Type
Carbonaceous shale and sandstone containing disseminated yellow radioactive mineral.	231862 (USGS)	0.16	0.085	Discovery cut, Cactus claim.	Grab.
Gray shale at base of 2-foot bed of carbonaceous shale and sandstone.	231863	0.023		Near cut, 50 feet east of west side line center post, Big Bear No. 1 claim.	6-inch channel.
Micaceous sandstone with carbonaceous plant fossils.	231864	0.005	0.002	do.	6-inch channel above sample No. 231863.
Shaly sandstone.	231865	0.008	0.010	do.	6-inch channel above sample No. 231864.
White sandstone.	231866	0.007	0.005	do.	6-inch channel above sample No. 231865.
Black carbonaceous shale.	231867	0.036	0.055	Face of 10-foot adit on High No. 1 claim.	1-foot channel.
Carbonaceous shale bed.	1 (AEC)	0.122	0.160	Discovery cut, Cactus claim.	1-foot channel.
Sandstone and carbonaceous shale.	2	--	0.080	do.	2-1/2 foot channel across exposure.
Carbonaceous shale.	3	0.010	--	Big Hole No. 4 claim.	Grab.
Carbonaceous shale and sandstone with secondary uranium minerals.	1-c (applicant)	--	0.355	Cactus claim.	Grab (?).
Do.	2-c	--	0.540	do.	do.
Do.	3-c	--	0.935	do.	do.
Do.	4-c	--	0.780	do.	do.
Weathered conglomerate.	RW-6159 (M.N.Taylor)	--	0.040	Echo Canyon area.	do.
Shale and siltstone with carbonaceous	RW-6160 (M.N.Taylor)	--	0.14	do.	do.

the Big Hole No. 4 claim. Three holes drilled by the New World Exploration Corporation behind this outcrop are from 95 to 100 feet deep and showed only weak radioactivity in the radioactivity logs of the holes.

MINABLE RESERVES

None.

PRESENT STATUS

Exploration and Development

To date exploration and development consist of nine diamond drill holes on the Big Hole Nos. 3 and 4 claims by a former lessee, and rim stripping by the applicants on the Cactus, Big Hole No. 4, and Big Bear No. 1 claims.

Mining and Milling Equipment and Other Facilities

There are no buildings, equipment, or other facilities on the property.

PROJECT PROPOSALS WITH COSTS

The applicants proposed a single stage plug- and core-bit drilling program consisting of 56 holes. The holes were in a staggered pattern and spaced on 300-to 600-foot centers. The total estimated drilling amounted to 9,100 feet at an estimated total cost of $42,156.00. Government participation at 75 percent would be $31,617.00.

The examining team found that the proposed program of exploration was more extensive than warranted by the known geologic conditions and that the map submitted by the applicant lacked topography and the locations of holes drilled by New World Exploration Corporation. This information was subsequently received, accompanied by a revised application for a two-stage drilling program; stage I to consist of 39 holes and stage II to consist of an unspecified number of offset holes.

The examining team considers that the revised proposal is still too extensive and recommends a program of exploration consisting of three stages as follows: Stage I - 16 holes totalling 3,120 feet; Stage II - 23 holes totalling 4,440 feet; and Stage III - 30 holes totalling 4,500 feet. The positions of Stage I and tentative positions of Stage II holes are shown on figure 2. The positions of Stage III holes are to be determined upon completion of Stage I and Stage II drilling.

Stage I holes should be drilled in fences from south (Cactus claim) to north (Big Bear Nos. 1 to 3 and Big Hole No. 4 claim) in the sequence given in Table 3; the order of drilling within each fence is optional.

Table 3 shows the recommended distribution of plug-bit drilling, core-bit drilling, and the total depth of the holes for Stage 1 drilling. The depths of Stage I holes correspond in general with the depths of holes drilled by the New World Exploration Company and are sufficient to intersect the known uranium-bearing beds. Hole No. 9

Table 3.-- First Stage Drilling (estimated)

Fence No.	Hole No.	Claim	Approximate collar elevation (feet)	Plug-bit drilling (feet) 1/	Core-bit drilling (feet) 2/	Total depth (feet)
1	1	Cactus.	6,308	25	75	100
	38	Cactus.	6,325	25	95	120
	39	Cactus.	6,412	50	155	205
2	4	Cactus No. 1	6,405	100	135	235
	36	Big Hole No. 1	6,350	50	130	180
3	6	Big Bear No. 6	6,477	75	125	200
	34	Big Hole No. 2	6,450	50	125	175
4	9	Big Bear No. 5	6,562	50	350	400
	28	Big Hole No. 3	6,554	25	175	200
	31	Big Hole No. 7	6,675	140	180	320
5	19	Big Bear No. 1	6,675	25	75	100
	18	Big Bear No. 1	6,682	35	75	110
	15	Big Bear No. 2	6,700	50	150	200
	12	Big Bear No. 3	6,700	50	150	200
	25	Big Hole No. 4	6,675	25	150	175
6	24	Big Hole No. 4	6,725	25	175	200
Totals	16	Range	417	800 = 25.6%	2,320	3,120

1/ Plug-bit drilling is from collar of hole.

2/ Core-bit drilling is from bottom of plug-bit drilled hole.

on the Big Bear No. 5 claim will reach the lowest elevation and is designed to explore lower strata that may contain uranium.

Although the positions of Stage II holes are shown on figure 2 and drilling data are given in Table 4, the positions of the holes and other data are to be considered tentative and subject to revision following the completion of Stage I exploration. Stage II exploration should be started only after written authorization by the Government.

Stage III consists of 30 holes with a total estimated depth of 4,500 feet. These holes are intended for offset drilling around favorable Stage I and II holes. They should not be drilled closer than within 100 feet of any pre-existing hole and should be approved by the Government prior to being drilled.

Table 4.--Second stage drilling
(estimated footage)

Fence No.	Hole No.	Claim	Approximate collar elevation (feet)	Plug-bit drilling (feet)	Core-bit drilling (feet)	Total depth (feet)
	2A	Cactus	6,312	25 1/	75 2/	100
	3	Cactus No. 1	6,371	50	100	150
	37	Big Hole No. 1	6,325	50	100	150
	5	Big Bear No. 6	6,433	80	125	205
	35	Big Hole No. 2	6,400	50	125	175
	7	Big Bear No. 6	6,505	50	125	175
	33	Big Bear No. 2	6,525	70	125	195
	23	Zee No. 1	6,490	50	125	175
	8	Big Bear No. 5	6,525	75	125	200
	29	Big Hole No. 3	6,537	85	125	210
	30	Big Hole No. 7	6,687	230	125	355
	22	Zee No. 1	6,550	50	125	175
	21	Zee No. 1	6,600	55	125	180
	10	Big Bear No. 5	6,602	55	125	180
	27	Big Hole No. 3	6,600	55	125	180
	32	Big Hole No. 7	6,685	135	125	260
	20	Big Bear No. 1	6,645	70	125	195
	16	Big Bear No. 2	6,645	80	125	205
	11	Big Bear No. 3	6,650	80	125	205
	26	Big Hole No. 4	6,629	50	125	175
	17	Big Bear No. 1	6,700	50	125	175
	14	Big Bear No. 2	6,725	80	125	205
	13	Big Bear No. 3	6,745	90	125	215
Total	23		Range 433	1,665	2,775	4,440

1/ Plug-bit drilling is from collar of hole.

2/ Core-bit drilling is from bottom of plug-bit drilled hole.

The following drilling cost estimates are based on current costs on the Colorado Plateau.

COST ESTIMATES

Stage I

Estimated time for completion - 2 months.

1. Independent contracts		
Bulldozing to prepare 16 drill sites estimated time 64 hrs. at $12.50 per hour	$ 800.00	
Plug-drilling 16 holes with a maximum of 800 feet at $1.75 per foot	1,400.00	
Core-drilling 16 holes with a maximum of 2,320 feet at $2.65 per foot	6,148.00	
Total independent contracts		$8,348.00
2. Labor and supervision:		
Supervising Geologist, 2 months at $650 per month	1,300.00	
Surveyor and Assistant, 8 days at $50.00 per day	400.00	
Sampler and Field Assistant, 2 months at $350 per mo.	700.00	
Draftsman, 120 hours at $3.00 per hour	360.00	
Stenographer, 60 hours at $2.00 per hour	120.00	
Total Labor and Supervision		2,880.00
3. Operating Supplies		
Office - $100 per month	200.00	
Field - $20.00 per month	40.00	
Total Operating Supplies		240.00
4. Operating Equipment		
1 House trailer at $25.00 per month	50.00	
1 Hole probing unit at $100.00 per month	200.00	
1 Universal Jeep at $100.00 per month	200.00	
Total Operating Equipment		450.00
5. Miscellaneous		
Accounting expense - $100 per month	200.00	
Insurance and Payroll Taxes - $50.00 per month	100.00	
Sampling and analyses, 80 samples at $5.00 each	400.00	
Total Miscellaneous		700.00
Total cost Stage I		$12,618.00

Estimated overall cost per foot $\frac{12,618.00}{3,120} = 4.04$

Estimated cost per foot, less analyses $\frac{12,218.00}{3,120} = 3.91$

Stage II

Estimated time for completion - 2 months.

1. Independent contracts		
Bulldozing to prepare 23 drill sites, estimated time 92 hours at $12.50 per hour	$1,150.00	
Plug-drilling 23 holes with a maximum of 1,655 feet at $1.75 per foot	2,896.25	
Core-drilling 23 holes with a maximum of 2,775 feet at $2.60 per foot	7,215.00	
Total Independent Contracts		$11,261.25
2. Labor and Supervision		
Supervising Geologist, 2 months at $650 per month	1,300.00	
Surveyor and Assistant, 10 days at $50 per day	500.00	
Sampler and Field Assistant, 2 mo. at $350 per month	700.00	
Draftsman, 150 hours at $3.00 per hour	450.00	
Stenographer, 80 hours at $2.00 per hour	160.00	
Total Labor and Supervision		3,110.00
3. Operating Supplies		
Office - $100 per month	200.00	
Field - $20.00 per month	40.00	
Total Operating Supplies		240.00
4. Operating Equipment		
1 House trailer at $25.00 per month	50.00	
1 Hole probing unit at $100.00 per month	200.00	
1 Universal Jeep at $100.00 per month	200.00	
Total Operating Equipment		450.00
5. Miscellaneous		
Accounting expense, $100.00 per month	200.00	
Insurance and Payroll Taxes at $50.00 per month	100.00	
Sampling and analyses, 100 samples at $5.00 each	500.00	
Total Miscellaneous		800.00
Total Cost Stage II		$15,861.25

Estimated overall cost per foot - $\frac{\$15,861.25}{4,440} = 3.57$

Estimated cost per foot less analyses - $\frac{\$15,361.25}{4,440} = 3.46$

Stage III

Estimated time for completion - 1.5 months

1. Independent Contracts

Bulldozing to prepare sites for 30 offset holes, estimated time 60 hours at $12.50 per hour	$ 750.00	
Plug-drilling 30 holes with a maximum of 1,500 feet at $1.75 per foot	2,625.00	
Core-drilling 30 holes with a maximum of 3,000 feet at $2.60 per foot	7,800.00	
Total Independent Contracts		$11,175.00

2. Labor and Supervision

Supervising Geologist, 1.5 months at $650 per mo.	975.00	
Surveyor and Assistant, 5 days at $50 per day	250.00	
Sampler and Field Assistant, 1-1/2 mo. at $350 per mo.	525.00	
Draftsman, 80 hours at $3 per hour	240.00	
Stenographer, 60 hours at $2 per hour	120.00	
Total Labor and Supervision		2,110.00

3. Operating Supplies

Office, $100 per month	150.00	
Field, $20 per month	30.00	
Total Operating Supplies		180.00

4. Operating Equipment

1 House trailer at $25 per month	37.50	
1 Hole probing Unit at $100 per month	150.00	
1 Universal Jeep at $100 per month	150.00	
Total Operating Equipment		337.50

5. Miscellaneous

Accounting expense, $100 per month	150.00	
Insurance and Payroll Taxes, $50 per month	75.00	
Sampling and analyses, 120 samples at $5 each	600.00	
Total Miscellaneous		825.00
Total Cost Stage III		$14,627.50

Estimated overall cost per foot - $\frac{\$14,627.50}{4,500} = \$3.25$

Estimated cost per foot, less analyses - $\frac{\$14,027.50}{4,500} = \$3.12$

Drilling Stages I, II, and III

Estimated cost per foot of drilling only (Stages I, II, and III) - $\frac{\$41,606.75}{12,060} = \$3.45$

CONCLUSIONS

Uranium deposits of economic grade have been found in the southern, eastern, and western parts of the project area. Although the attitude of the strata and continuity of the uranium-bearing beds are obscure, it is concluded that the exploratory drilling outlined in this report will intersect the projections of the favorable beds.

The 16 holes recommended for Stage I drilling should be sufficient to determine the presence of economic uranium deposits in the carbonaceous shale and arkosic sandstone beds underlying the Big Bear-Big Hole claim group. The drilling in Stage II and Stage III is designed to explore in greater detail intervening areas where favorable results are obtained from Stage I exploration.

RECOMMENDATIONS

It is recommended that a short form contract be approved at a unit cost for exploratory drilling that amounts to $43,194.65 (Government participation at 75 percent is $32,395.99). A summary of the costs of this recommended project, with plug-bit and core-bit costs segregated, is shown on Table 5.

It is also recommended that if a contract is approved a subordination agreement be obtained to include the open area (Zee claim) between the Big Bear No. 5 and the Zee No. 1 claims. The Zee claim was located by M. N. Taylor and family in 1954 and assigned to the Zingheim family of Canon City.

Table 5.--Summary Cost of Project
(Plug-bit and Core-bit Segregated)

	Stage I		Stage II		Stage III	
	Plug 800 ft.	Core 2,320 ft.	Plug 1,665 ft.	Core 2,775 ft.	Plug 1,500 ft.	Core 3,000 ft.
1. Independent Contracts	$1,600.00	$6,738.00	$3,155.25	$8,106.00	$3,000.00	$8,175.00
2. Labor and Supervision	648.00	2,232.00	672.25	2,437.75	474.75	1,635.24
3. Operating Supplies	54.00	186.00	54.00	186.00	40.50	139.50
4. Operating Equipment	101.25	348.75	101.25	348.75	76.05	261.45
5. Miscellaneous (less analyses)	67.50	232.50	67.50	232.50	50.62	174.38
Totals 2 to 5	870.75	2,999.25	895.00	3,205.00	641.92	2,210.58
Grand totals	$2,480.75	$9,737.25	$4,050.25	$11,311.00	$3,641.92	$10,385.58
Total per stage	$12,218.00		$15,361.25		$14,027.50	
Cost of Sample analyses	400.00		500.00		600.00	
	$12,618.00		$15,861.25		$14,627.50	
Estimated total cost of project			$43,106.75			
Calculated overall cost per foot, less analyses	3.10	4.20	2.46	4.09	2.43	3.46

Cost figures for contract use

Stage I		
800 feet of plug drilling at $3.10 per foot	$ 2,480.00	
2,320 feet of core drilling at $4.20 per foot	9,744.00	
80 analyses at $5.00 each	400.00	
Total Stage I		$12,624.00
Stage II		
1,665 feet of plug drilling at $2.46 per foot	4,095.90	
2,775 feet of core drilling at $4.09 per foot	11,349.75	
100 analyses at $5.00 each	500.00	
Total Stage II		15,945.65
Stage III		
1,500 feet of plug drilling at $2.43 per foot	3,645.00	
3,000 feet of core drilling at $3.46 per foot	10,380.00	
120 analyses at $5.00 each	600.00	
Total Stage III		14,625.00
Total estimated cost of project		$43,194.65
Government participation at 75%		32,395.99

10/4/55 gm

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

September 28, 1955

224 New Customhouse
Denver 2, Colorado

Mr. Frank H. Roper
210 Mahnenstrh Building
P. O. Box 1385
San Angelo, Texas

Re: Docket DMEA 3786 (Uranium),
Fremont County, Colorado

Dear Mr. Roper:

We note that you propose in part to explore by drilling the Zee No. 1, Big Bear Nos., 1,-2,-3, and 5. These claims surround the Zee claim on two sides and one end. The Zee claim would materially benefit by the proposed drilling, but it is not included in your lease. All claims benefited by DMEA exploration must be subordinated to the Government and a small royalty on production collected to reimburse the Government without any charges for interest.

Would it be possible for you to obtain the right to mine and remove ore from the Zee claim by lease, or otherwise, so that the Zee claim could be subordinated and included in your proposed exploration project?

An early reply will expedite the further processing of your application.

Very truly yours,

W. M. Tanner

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

WMC:ab
cc: Sec. Opr. Comm. (4)
Shaw (2)
Harshman
Docket 3786
Chron.

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

September 28, 1955

224 New Customhouse
Denver 2, Colorado

Mr. Frank C. Roper
210 McBurnett Building
P. O. Box 1185
San Angelo, Texas

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Fremont County, Colorado

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Would it be possible for you to obtain the right to mine and remove ore from the Zee claim by lease, or otherwise, so that the Zee claim could be subordinated and included in your proposed exploration project?

An early reply will expedite the further processing of your application.

Very truly yours,

W. M. Traver

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

HMC:ab
cc: Sec. Opr. Comm. (4)
Shaw (2)
Harshman
Docket 3786
Chron.

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

224 New Customhouse
Denver 2, Colorado

August 15, 1955

Memorandum

To: Secretary of the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-3786 (Uranium), Jack S. Josey and Frank C. Roper, Big Bear, Big Hole, Zee, and Cactus claims, Fremont County, Colorado

Enclosed are two copies of additional data on the subject application which we requested in our letter to the applicant, dated July 14, 1955.

W. M. Traver

Enclosures

W. M. Traver

RECEIVED
AUG 17 1955

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

224 New Customhouse
Denver 2, Colorado

August 15, 1955

Memorandum

To: Secretary of the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA-3786 (Uranium), Jack S. Josey and Frank C. Roper, Big Bear, Big Hole, Zee, and Cactus claims, Fremont County, Colorado

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W. M. TRAVER,

W. M. Traver

Enclosures

RECEIVED
AUG 17 1955

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

August 8, 1955

DMEA
Date Rec'd
AUG 12 1955
BUREAU OF MINES
Denver, Colorado

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

Re: Docket DMEA - 3786
Jack S. Josey, Frank C. Roper
Fremont County, Colorado

Dear Sir:

In compliance with your kind request of July 14, 1955, relative to subject docket, please find enclosed in quadruplicate originals the following data:

1. EXHIBIT A: Topographic map of claims prepared by Charles C. O'Boyle, Geological Engineer, Denver, Colorado, with proposed core holes superimposed.

2. EXHIBIT B: A revised application for Stage I of core drill program and proposal for Stage II of core drill operation.

I trust that the enclosed meets with your requirements and approval.

Respectfully submitted,

Frank C. Roper

Frank C. Roper

FCR:nm
Encls.

RECEIVED
AUG 17 1955

EXHIBIT "B"

REVISED APPLICATION FOR COREDRILL PROGRAM

I.

(a) Refer to "EXHIBIT A", Core hole locations, the revised coredrill program of Stage I proposes 3 core holes per claim plus 1 additional hole for each known ore outcrop or deposit.

(b) The north-south core hole profile places a hole location 200 feet inward from the center of the end lines of the claim, the same being 200 feet from any adjacent property. Distance between two holes from end line of two claims is 400 feet along a north-south profile.

(c) The center hole is located in the center of the claim a distance of 550 feet from each of the two end holes on the same claim and on a north-south profile line.

(d) The spacing between any two core holes on an east-west profile is 600 feet.

(e) Core holes at ore outcrops are proposed 50 feet back from the rim of any canyon or any ore deposit or outcrop.

II.

(a) Stage II of the core drill program is based on the findings of Stage I. Additional coring can be done to block-out any ore discovered under State I, or as additional reconnaissance core drilling by a selective method satisfactory to DMEA and the operators.

Frank C. Roper
GEOLOGIST - PRODUCER
P. O. BOX 1185
SAN ANGELO, TEXAS

DMEA
Date Rec'd
AUG 12 1955
BUREAU OF MINES
Denver, Colorado

August 8, 1955

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

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Jack S. Josey, Frank C. Roper
Fremont County, Colorado

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Frank C. Roper

Frank C. Roper

FCR:nm
Encls.

RECEIVED
AUG 17 1955

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

RECEIVED
JUL 18 1955

224 New Customhouse
Denver 2, Colorado

July 14, 1955

Mr. Frank C. Roper
210 McBurnett Building
Post Office Box 1185
San Angelo, Texas

Re: Docket DMEA-3786 (Uranium)
Jack S. Josey and Frank C.
Roper, Big Bear, Big Hole,
Zee, and Cactus claims,
Fremont County, Colorado

Dear Mr. Roper:

A Region III examining team made an examination with you on July 7, 1955 of the property concerned with the captioned loan application.

During the examination it was determined that before a project could be considered you should submit additional information to consist of the following:

1. Topographic and geologic maps of the claims, showing the outcrops of Tertiary beds and ore-bearing zones with the locations of former drill holes.

2. A revised application set up in two stages with Stage I confined to known uranium mineralized areas, drill sites to be located at least 200 feet from outside claim boundaries and 50 feet from the rim of canyons or any ore exposures.

If this is in accordance with your understanding with the examiners, please furnish the maps and revised program as soon as possible in order that we may continue to process the application.

Very truly yours,

W. M. Traver

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

WMT:sr

cc Subject
Sec. Op. Comm. (2)
J. F. Shaw
E. N. Harshman
Chron

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

RECEIVED
JUL 18 1955

224 New Customhouse
Denver 2, Colorado

July 14, 1955

Mr. Frank C. Roper
210 McBurnett Building
Post Office Box 1185
San Angelo, Texas

Re: Docket DMEA-3786 (Uranium)
Jack S. Josey and Frank C.
Roper, Big Bear, Big Hole,
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W. M. Traver
Executive Officer, DMEA
Field Team, Region III

WMT:sr

cc Subject
Sec. Op. Comm. (2)
J. F. Shaw
E. N. Harshman
Chron

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
MAY 16 1955

224 New Customhouse
Denver 2, Colorado

May 11, 1955

Memorandum

To: John F. Shaw (w/brochure)
E. N. Harshman

From: DMEA Field Team, Region III

Subject: Docket DMEA 3786 (Uranium), Jack S. Josey and Frank C. Roper, Big Bear, Big Hole, Zee, and Cactus claims, Fremont County, Colorado

Enclosed are copies of the subject loan application for $42,156.00, its transmittal from the Acting Chairman of the Operating Committee, and memorandum to E. W. Ellis from John E. Crawford, USBM, and E. L. Newcomb, USGS members of the Uranium Commodity Committee.

After referral to the AEC, a field examination and suitable covering reports are required. If a contract is recommended and you will so advise after completion of the examination, this office will obtain the Owner's Consent to Lien and Subordination Agreement.

W. M. TRAVER
W. M. Traver

E. N. Harshman
E. N. Harshman

Encls.

WMT:jp
cc Subject
Chron
Sec. to Op. Comm.

Surname 700

Ellis
Trace
Crawford
Martin

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

Messrs. Jack S. Josey
and Frank C. Roper
1706-17 C and I Life Bldg.
Houston, Texas

MAY - 6 1955

Re: Docket No. DMEA-3786 (Uranium)
Big Bear, Big Hole, Zee, and
Cactus claims
Fremont County, Colorado

Gentlemen:

The application for assistance in exploring the subject property in Fremont County, Colorado, under the captioned docket number, has been reviewed by the Rare and Miscellaneous Metals Division of the Defense Minerals Exploration Administration. It has been referred for a field examination to the Executive Officer of Region III at the following address:

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

The Regional Office will contact you in regard to your project if additional information is required.

Sincerely yours,

Frank E. Johnson

ACTING Administrator

EWEllis:am
5-4-55
cc to: Admr. Reading File
Docket
Code 700
DMEA Field Team, Region III(2)

Copy to: Frank C. Roper
210 McBurnett Bldg.,
P.O. Box 1185
San Angelo, Texas

R.C.S.

Surname 700

Ellis
Martin
F E Johnson

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

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

MAY - 6 1955

Re: Docket No. DMEA-3786 (Uranium)
Jack S. Josey and Frank C. Roper
Big Bear, Big Hole, Zee, and
Cactus claims
Fremont County, Colorado

Dear Mr. Traver:

The subject application is referred to Region III for a field examination and recommendation. A copy of the application was retained by your office.

Enclosed are copies of memoranda from E. L. Newcomb, dated April 26, and John E. Crawford dated April 29, 1955, members of the Uranium Commodity Committee.

At the time of preparing the report and recommendation if a project is to be recommended, time will be saved by requesting Applicant to furnish properly executed Consent to Lien forms as revised March 24, 1955. Furthermore, since an overriding royalty is provided for, a properly executed Subordination Agreement will also be required.

Sincerely yours,

W. S. Martin
ACTING Chairman, Operating Committee (EWB)

Enclosures

APPROVED:

John E. Crawford (EWB)
Member, Bureau of Mines

/S/ R. D. Trace (EWB)
Member, Geological Survey

EWEllis:am
5-4-55
cc to: Admr. Reading File
Operating Committee
Docket
Messrs. J. E. Crawford, Rm. 3641
T. H. Kiilsgaard, Rm. 5224
J. O. Hosted, Rm. 3210, GSA
Code 700

R.C.S.

5/2/55

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

MAY 2 - 1955

April 29, 1955

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee

From: Bureau of Mines Member
Uranium Commodity Committee

Subject: DMEA Docket 3786, Big Hole, Big Bear, Zee #1 and Cactus claims, Fremont County, Colorado

I have reviewed the attached application, DMEA Docket 3786, Big Hole, Big Bear, Zee #1 and Cactus claims, Fremont County, Colorado; and I have discussed it with Joseph O. Hosted, Washington representative of the Atomic Energy Commission.

We suggest that the application be referred to the Field Team for examination and report and that the Field Team be requested to discuss the application with C. C. Towle, Atomic Energy Commission, Denver, Colorado.

John E. Crawford

John E. Crawford

Attachment

IN REPLY REFER TO:

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

April 26, 1955

Re: DMEA-3786
J. S. Josey & F. C. Roper
(Taylor Property)
Fremont Co., Colo.
$42,156 - Uranium

Memorandum

To: E. W. Ellis, Defense Minerals Exploration Administration

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

Subject: Review of application

The operator proposes 9,100 feet of core and non-core drilling to further explore favorable ore horizons in the Echo Canyon area.

Samples of exposed mineralization averaged 0.77 percent U_3O_8. Favorable results obtained by the New World Exploration Company in 1954 indicate further exploration may be warranted. Although the proposed drilling is about one half mile from the New World drilling, there is a good possibility that favorable mineralization or a discovery will be made on the applicant's property.

The extensive program proposed in the application is not presently justified. A limited amount of drilling might be more suitable.

I recommend this application be referred to the Field Team for their examination and a report with their recommendations.

E. L. Newcomb

ELNewcomb:hlm
G-4/26/55

Copy to: Director's reading, 4212
Branch reading, 4212
DMEA (3)
Docket file
J. E. Crawford, 3641 Interior
J. O. Hosted, 3210 GSA

4/27/55 gla

IN REPLY REFER TO:

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

April 26, 1955

Re: DMEA-3786
J. S. Josey & F. C. Roper
(Taylor Property)
Fremont Co., Colo.
$42,156 - Uranium

Memorandum

To: E. W. Ellis, Defense Minerals Exploration Administration

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The extensive program proposed in the application is not presently justified. A limited amount of drilling might be more suitable.

I recommend this application be referred to the Field Team for their examination and a report with their recommendations.

E. L. Newcomb
E. L. Newcomb

April 22, 1955
Subject: DMEA 3786
Re: Exploration Assistance
Big Bear, Big Hole, Zee,
and Cactus claims

Messrs. Jack S. Josey and
Frank C. Roper
1706-17 C & I Life Bldg.
Houston, Texas

Gentlemen:

The receipt of your application dated March 28, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA 3786 and referred to the Rare and Miscellaneous Metals 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

April 22, 1955

Memorandum

To: Executive Officer, DMEA Field Team, Region III

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

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

DMEA-3786 Jack S. Josey and Frank C. Roper

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

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

Bureau Mines
APR 22 1955

224 New Customhouse
Denver 2, Colorado

April 19, 1955

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region III

Subject: Application for DMEA assistance (Uranium), Jack S. Josey and Frank C. Roper, Big Bear, Big Hole, Zee, and Cactus claims, Fremont County, Colorado

Enclosed are the original and two copies of the subject application for Government assistance to explore the applicant's claims for uranium at an estimated cost of $42,156.00.

One copy of the application has been retained in this office.

W. M. Traver

Enclosures

W. M. Traver

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 22 1955

224 New Customhouse
Denver 2, Colorado

April 19, 1955

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region III

Subject: Application for DMEA assistance (Uranium), Jack S. Josey and Frank C. Roper, Big Bear, Big Hole, Zee, and Cactus claims, Fremont County, Colorado

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One copy of the application has been retained in this office.

W. M. TRAVER

Enclosures

W. M. Traver

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DMEA
Date Rec'd.
APR 18 1955

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

BUREAU OF MINES
Denver, Colorado

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. 3786
Metal or Mineral Uranium
Date Received 4-22-55
Estimated Cost $42,156
Participation (Government %)

RECEIVED APR 22 1955

Roper's address now (2/21/56) same as Josey (Lyon)

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: Jack S. Josey, 1706-17 C & I Life Bldg., Houston, Texas, and Frank C. Roper, 210 McBurnett Bldg., P. O. Box 1185, San Angelo, Texas. Tenants in common.

(*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 See Supplement 3. (a)

(*b*) State any mine name by which the property is known. None

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

(*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. See Supplement 3. (d)

(*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. See Supplement 3. (f)

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. See Supplement 4. (a)

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades. None

(*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. See Supplement 3. (c) Geologic Features

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points. See Supplement 4. (d)

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

16—66551-1

Core drill will be done by independent contractor, who will furnish labor, materials, supplies, fuel and will secure water from the Arkansas River 1.5 miles distance.

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

(*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. See Supplement 5. (b)

(*c*) The work will start within 20 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 See Supplement 5. (d)

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 See Supp. 6.

(*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.). See Supplement 6. (a)

(*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. See Supplement 6. (b)

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel. See Supplement 6. (c)

(*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. See Supplement 6. (d)

(*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. None

(*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. Supp. 6.(f)

(*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. See Supplement 6. (g)

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above None

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?

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

Explain in detail on acompanying paper. Applicants will pay their prorata 25% of the cost as prescribed by DMEA Loan requirements.

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 March 28, 1955

(Applicant)

By Frank C. Roper
(Applicant)

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

SUPPLEMENTS to MF-103

3. (a) Applicants property rights

Refer to Exhibit "A" attached.

(b) See MF-103

(c) See MF-103

(d) Copy of recorded lease contracts attached, Exhibit "B".

(e) See MF-103

(f) Recording reference to claims

NAME OF CLAIM	VOLUME	PAGE	COUNTY	STATE
Big Hole #1	338	219	Fremont	Colorado
Big Bear #6	338	219	"	"
Big Bear #5	338	220	"	"
Big Bear #4	338	220	"	"
Big Bear #3	338	218	"	"
Big Bear #2	338	218	"	"
Big Bear #7	338	221	"	"
Big Hole #4	338	221	"	"
Big Hole #3	338	222	"	"
Big Hole #2	338	222	"	"
Big Hole #7	338	443	"	"
Zee #1	338	443	"	"
Cactus	343	177	"	"

4. Physical Description.

(a) There are no mining operations, past or present. Several core holes were drilled on the north end of the property in 1954. Although some mineralization was found, the New World Exploration Co., on account of lack of funds, dropped the property in 1954.

(b) See MF-103

JACK S. JOSEY
1706-17 C & I LIFE BLDG
HOUSTON, TEXAS

FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS.

3. (a)

EXHIBIT " A "

ABSTRACT OF TITLE

TO

Big Hole One (1), Two (2), Three (3), Four (4) and Seven (7). Big Bear One (1), Two (2), Three (3), Four (4), Five (5) and Six (6). Cactus, Zee No. One (1).

JACK S. JOSEY
1706-17 C & I LIFE BLDG
HOUSTON, TEXAS

FRANK C. ROPER
210 MC BURNETT BLDG
SAN ANGELO, TEXAS.

PREPARED BY

THE FREMONT COUNTY ABSTRACT COMPANY

Established 1886 CANON CITY, COLORADO Incorporated 1894

Member of
AMERICAN TITLE ASSOCIATION
and
COLORADO TITLE ASSOCIATION

No. 1 LOCATION CERTIFICATE

Big Hole No. 1 Dated Mar. 30, 1954
By
Leslie Taylor, Alan Taylor, M.N. Taylor, Jr. and M. N. Taylor 46.215 Recorded June 15,1954,1:45 PM

Book 338, page 219

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which corner bears N. 563 ft. from the junction of the North Fork of east gulch, with East Gulch, said junction being 4150 ft. West of the junction of East Gulch with the Arkansas River, thence South 75 deg. East 600 ft. to corner No. 2, thence North 750 ft. East 750 ft. to side center stake, thence North 15 deg. E. 750 ft. to corner No. 3, thence N. 75 deg. W. 600 ft. to corner No. 4, thence S. 15 deg. W. 750 ft. to center side stake, thence S. 15 deg. W. 750 ft. to place of beginning. Discovery cut is 750 ft. N. 15 deg. E. from South end of claim and 1313 feet N. 19 deg. E. from junction of North Fork of East Gulch with east gulch in Tp. 18 S. R. 73 W. 6th P.M.

Located Mar. 30, 1954.

- - - - - - - -

No. 2 LOCATION CERTIFICATE

Big Bear No. 6 Dated Apr. 20, 1954
By
Leslie Taylor, Alan Taylor M. N. Taylor, Jr. and M. N. Taylor 47.215 Recorded June 15,1954,1:46 PM

Book 338, page 219

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which bears S. 30 deg. E. 205 ft. from SE corner of Zingheim House, thence East 600 ft. to corner No. 2, thence North 1500 ft. to corner No. 3, thence West 600 ft. to corner No. 4, thence South 1500 ft. to place of beginning. This claim adjoins Big Bear No. 5 to the South and Big Hole No. 2 to the West.

Discovery pit is in center of Claim and Bears N. 27 deg. E. 725 ft. from SE corner of Zingheim house.

Located Apt. 20. 1954.

- - - - - - - -

JACK S. JOSEY
1706-17 C & I LIFE BLDG.
HOUSTON, TEXAS

FRANK C. ROPER
210 MC. BURNETT BLDG
SAN ANGELO TEXAS.

No. 3 LOCATION CERTIFICATE

Big Bear No. 5 Dated Apr. 20, 1954
By 46.215
Leslie Taylor, Alan Recorded June 15, 1954, 1:47 PM
Taylor, M. N. Taylor, Jr.
M. N. Taylor Book 338, page 220

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which is identical with corner No. 1 of Big Bear No. 4 lode Mining Claim and Bears N. 1 deg. E. 2790 ft. from the SE corner of Zingheim House, thence east 600 ft. to corner No. 2, thence South 1500 ft. to corner No. 3, thence West 600 ft. to corner No. 4, thence North 1500 ft. to place of beginning. This claim adjoins Big Bear No. 4 Lode claim to the South and Big Hole No. 3 lode Claim to the East.

Discovery pit is in center of claim and bears N. 7 deg. E. 2100 ft. from SE corner of Zingheim House in Tp. 18 S.R. 73 W. 6th P.M.

Located Apr. 20, 1954.

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No. 4 LOCATION CERTIFICATE

Big Bear No. 4 Dated Apr. 20, 1954
By
Leslie Taylor, Alan 46.216 Recorded June 15, 1954, 1:48PM
Taylor, M.N. Taylor,
Jr. M. N. Taylor Book 338, page 220

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which corner is identical with corner No. 2 of Big Bear No. 2 lode Mining claim and bears N. 1 deg. E. 2790 ft. from SE cor. of Zingheim House, thence East 600 ft. to corner No. 2, thence North 1500 ft. to corner No. 3, thence West 600 ft. to corner No. 4, thence South 1500 ft. to place of beginning. This claim adjoins Big Bear No. 3 Lode Mining Claim to the East and lies to the West of Big Hole No. 4 Lode Mining Claim.

Discovery pit is in center of claim and bears N. 3 deg. E. 3600 ft. from Zingheim house in Tp. 18 S. R. 73 W. 6th P.M.

Located Apr. 20, 1954.

- - - - - - - - - - -

No. 5 LOCATION CERTIFICATE

Big Bear No. 3
By
Leslie Taylor, Alan Taylor, M. N. Taylor Jr. M. N. Taylor

46.216

Dated Apr. 20, 1954
Recorded June 15, 1954, 1:49 PM
Book 338, page 218

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which is identical with corner No. 2 of Big Bear No. 2 Lode Mining Claim and bears N. 14 deg. W. 2825 ft. from SE corner of Zingheim House, thence East 600 ft. to corner No. 2, thence North 1500 ft. to corner No. 3, thence West 600 ft. to corner No. 4, thence South 1500 ft. to place of beginning. This claim adjoins Big Bear No. 2 to the East.

Discovery pit is 400 ft. from West side line and in center of claim from North to South and bears N. 8 deg. W. 3550 ft. from Zingheim house in Tp. 18 S. R. 73. W. 6th P.M.

Located Apr. 20, 1954.

- - - - - - - - - - -

No. 6 LOCATION CERTIFICATE

Big Bear No. 2
By
Leslie Taylor, Alan Taylor, M. N. Taylor Jr. and M. N. Taylor

46.216

Dated Apr. 20, 1954
Recorded June 15, 1954, 1:50 PM
Book 338, page 218

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which is identical with corner No. 1 of Big Bear No. 1 lode mining claim, and bears N. 24 deg. W. from SE corner of Zingheim House 3000 ft. thence East 600 ft. to corner No. 2, thence North 1500 ft. to corner No. 3 thence West 600 ft. to corner No. 4, thence South 1500 ft. to place of beginning. This claim adjoins Big Bear No. 1 Lode Mining claim to the East.

Discovery shaft is in center of claim and bears N. 15 deg. W. 3650 ft. from Southeast corner of Zingheim House in Tp. 18 S. R. 73 W. 6th P.M.

Located Apr. 20, 1954.

- - - - - - - - - -

No. 7 LOCATION CERTIFICATE

Big Bear No. 1
By
Leslie Taylor, Alan Taylor, Mn.N. Taylor, Jr., M. N. Taylor

46.216

Dated Apr. 20, 1954
Recorded June 15,1954, 1:51PM

Book 338, page 221

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which bears N. 24deg. W. 3000 ft. from the South east corner of the Zingheim House, thence West 600 ft. to corner No. 2, thence North 1500 ft. to corner No. 3, thence East 600 ft. to corner No. 4, thence South 1500 ft. to place of beginning.

Discovery cut is in center of claim and N. 24deg. W. 3800 ft. from the Southeast corner of Zingheim house in Tp. 18 S. R. 73 W. 6th P.M.

Located Apr. 20, 1954.

- - - - - - - - - - -

No. 8 LOCATION CERTIFICATE

Big Hole No. 4
By
Leslie Taylor, Alan Taylor, M.N. Taylor Jr., M. N. Taylor

46.216

Dated Mar. 30, 1954
Recorded June 15, 1954, 1:52 P

Book 338, page 221

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. which corner is identical with corner No. 2 of Big Hole No. 3 Lode mining claim, thence N. 1500 ft. to corner No. 2, thence West 600 ft. to corner No. 3, thence South 1500 ft. to corner No. 4, thence East 600 ft. to place of beginning; South end of this claim is identical with North end of Big Hole No. 3 claim.

Discovery cut is N. 4 deg. E. 5650 ft. from junction of North fork of east Gulch and east Gulch, said junction being 4150 ft. west of junction of East gulch and the Arkansas River in Tp. 18 S. R. 73 W. 6th P.M.

Located Mar. 30, 1954.

- - - - - - - - - - -

No. 9 LOCATION CERTIFICATE

Big Hole No. 3
By
Leslie Taylor, Alan Taylor, M.N. Taylor Jr. M. N. Taylor

46.217

Dated Mar. 30, 1954
Recorded June 15, 1954, 1:53 P

Book 338, page 222

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which corner is identical with corner No. 2 of Big Hole No. 2 Lode Mining Claim, thence N. 1500 ft. to corner No. 2, thence West 600 ft. to corner No. 3, thence South 1600 ft. to corner No. 4, thence East 600 ft. to place of beginning.

Discovery cut is N. 6 deg. E. 3650 ft. from junction of North fork of East Gulch and East Gulch. Said junction being 4150 feet West of Junction of East Gulch and the Arkansas River in Tp. 18 S. R. 73 W. 6th P.M. South end of this claim adjoins North end of Big Hole No. 2 Lode Mining Claim.

Located Mar. 30, 1954.

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No. 10 LOCATION CERTIFICATE

Big Hole No. 2
By
Leslie Taylor, Alan Taylor, M. N. Taylor, Jr. M. N. Taylor

46.217

Dated June 15, 1954

Recorded June 15, 1954, 1:54 PM

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which is identical with corner No. 3 of Big Hole No. 1 lode Mining Claim, thence N. 1500 ft. to corner No. 2, thence West 600 ft. to corner No. 3, thence South 1500 ft. to corner No. 4 thence East 600 ft. to place of beginning.

Discovery cut on claim lies N. 10 deg. E. 2150 ft. from junction of North fork of East Gulch and East Gulch. Said junction being 4150 ft. West of Junction of East Gulch and The Arkansas River and in Tp. 18 S. R. 73 W. of 6th P.M.

South end of this claim adjoins North end of Big Hole No. 1 Lode Mining Claim.

Located Mar. 30, 1954.

- - - - - - - - - - -

No. 11 LOCATION CERTIFICATE

Big Hole No. 7
By
Donald Higgins
Walter W. Higgins
Leslie Taylor
M. N. Taylor

46.381

Dated July 31, 1954

Recorded Aug. 20, 1954, 3:16 PM

Book 338, page 443

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which is identical with Corner No. 4 of Big Hole No. 6 and Bears N. 9 deg. E. 3650 ft. from the intersection of East Gulch and the North fork of East gulch 4150 ft. West of the confluence of East Gulch and the Arkansas River, thence East 600 ft. to corner No. 2, thence N. 750 ft. to East side center stake, thence N. 750 ft. to corner No. 3, thence West 600 ft. to corner No. 4, thence South 750 ft. to west side center stake, thence South 750 ft. to corner No. 1 the place of beginning. This claim lies adjacent to and east of Big Hole No. 3 lode claim in Tp. 18 S. R. 73 W. 6th P.M. Discovery shaft is in center of claim.

Located July 31, 1954.

- - - - - - - - - - -

No. 12 LOCATION CERTIFICATE

Zee No. 1
By
Leslie Taylor
Alan Taylor, M. N. Taylor, Jr.
and M. N. Taylor

46.569

Dated Aug. 14, 1954

Recorded Nov. 10, 1954, 11:45 AM

Book 342, page 18

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at cor. No. 1 the SE cor. of claim which bears N. 10 deg. W. 1010 feet from the NW cor. of the old Zingheim house, thence N. 750 ft. to post No. 2 East side center of claim thence N. 750 ft. to post No. 3, thence NE corner of claim, thence W. 600 ft. to post No. 4 NW corner of claim, thence South 750 ft. to post No. 5, west side center of claim, thence S. 750 ft. to post No. 6, SW cor. of claim, thence East 600 ft. to place of beginning, Post No. 1 thence corner of claim. Discovery cut is 300 ft. from South end of Claim and 1200 feet from North end of claim and bears N. 21 deg. W. 1370 ft. from NW cor. of old Zingheim House in Tp. 18 S. R. 73 W. 6th P.M.

Located Aug. 14, 1954.

- - - - - - - - - - -

No. 13 LOCATION CERTIFICATE

Cactus
By
Leslie Taylor, Alan Taylor,
M. N. Taylor, Jr. and
M. N. Taylor

47.261

Dated Dec. 26, 1954

Recorded Feb. 15, 1955, 1:50 PM

Book 343, page 177

Claims by right of discovery for a location and mining claim on the following described property:

Beginning at corner No. 1 the SW Corner which bears N. 82 deg. W. 401 feet from intersection of East Gulch with the North fork of East Gulch at a point 4150 west of the junction of East Gulch and the Arkansas River, thence N 15 deg E. 600 feet to Corner No. 2, thence S. 75 W East 750 feet to Northeast side center stake, thence S. 75 deg. East 750 feet to Corner No. 3, thence S. 15 deg. W. 600 feet to Corner No. 4, thence N 75 deg. W. 750 feet to Southwest side center stake, thence N. 75 deg. W. 750 feet to Corner No. 1 the place of beginning. Discovery cut bears N. 48 deg. E. 540 feet from above described intersection of East Gulch with the North fork of East Gulch. All in Tp. 18 S. R. 73 W. 6th P.M.

Located Dec. 26, 1954.

- - - - - - - - - - -

JACK S. JOSEY
1706-17 C & I LIFE BLDG
HOUSTON, TEXAS.

FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS

State of Colorado, }
County of Fremont } ss.

THE FREMONT COUNTY ABSTRACT COMPANY, a Colorado Corporation, does hereby certify that it has carefully examined the title to the estate described in caption, and that the above and foregoing

contained in thirteen entries and on nine sheets is a true and correct abstract of all instruments, including judgments, within six years last past, liens or tax sales, effecting said property, which appear by the records in the office of the County Clerk and Recorder of Fremont County, Colorado, subsequent to A. D. at o'clock M.

IN WITNESS WHEREOF, The Fremont County Abstract Company has caused this certificate to be signed by its proper officer and its corporate seal attached, this twenty-eighth day of February A. D. 1955 at 8:00 o'clock A. M.

THE FREMONT COUNTY ABSTRACT COMPANY

By Ralph Gallagher
Manager.

Filed for record the 16th day of April, A. D. 19 55, at 8:30 o'clock A. M. Mary J. McDonough, Recorder

Reception No. 294744 BOOK 345 Page 207 Doris Lick, Deputy RECORDER

Fees $1.45

STATE OF COLORADO, }ss. **Know all Men by these Presents,**

County of Fremont

That M. N. Taylor and Leslie Taylor

the undersigned, have, this 23rd day of March 1955, located and claimed, and by these presents do locate and claim, by right of discovery and location, in compliance with the Mining Acts of Congress, approved May 10, 1872, and all subsequent acts, and with local customs, laws and regulations 1500 linear feet and horizontal measurement on the Cactus No. 1 Lode, vein, ledge or deposit, along the vein thereof, with all its dips, angles and variations, as allowed by law, together with 300 feet on the West side, and 300 feet on the East side of the middle of said vein, at the surface, so far as can be determined from present developments; and all veins, lodes, ledges or deposits and surface ground within the lines of said claim, 750 feet running S. 8° 30' W. from Point of discovery and 750 feet running N. 8° 30' E from Point of discovery; said discovery Point being situated upon said lode, vein, ledge or deposit, and within the lines of said claim, in Texas Creek Mining District, County of Fremont and State of Colorado, described by metes and bounds as follows, to-wit:

Beginning at corner No. 1 Thence, N. 8° 30' E. 1500 Ft to corner No. 2, being the N. E. Cor. of Cactus No. 1 and NW. Cor. of Big Hole No. 1; Thence N. 81° 30' W. 600 Ft. to corner No. 3, being NW. Cor. Cactus No. 1 and SW Cor. of Big Bear No. 6; Thence, S. 8° 30' E. 1500 Ft. to Cor. No. 4 of Cactus No. 1, being SW. Cor.: Thence, N. 81° 30' E. 600' to point of beginning, and situated in T-18-S, R-73-W. of 6th Principal Meridian.

The S.E. Cor. of this claim is located N. 34° 26' W. 4168.1 Ft. from large Rock on S. Bank of Arkansas River Approx. 325 Ft. S.E. of Echo Water Tank on the D & R.G.W. Railroad.

Said lode was discovered on the 23rd day of Mar. A. D. 19 55

ATTEST:

Bernice Morelli

Date of location Mar. 24 A. D. 19 55

Date of Certificate A. D. 19

M. N. Taylor Seal

Leslie Taylor Seal

Seal

Seal

Seal

Seal

827-A-P LOCATION CERTIFICATE—Lode Claim—Out West Printing and Stationery Co., Colorado Springs, Colo.

3. (a)

EXHIBIT "A"

JACK S. JOSEY
1706-17 C & I LIFE BLDG
HOUSTON, TEXAS.

FRANK C. ROPER
210 McBURNETT BLDG.
SAN ANGELO, TEX.

Minerals Administr.
RECEIVED

Filed for record March 18, 1955 at 8:07 A. M. Mary J. McDonough, Recorder
No. 293944 Book 344 Page 376 Fees$9.75 MAYME MORRISON, Deputy

MINING LEASE.

THIS AGREEMENT, Made and entered into this 24th day of February, A. D. 1955, by and between LESLIE TAYLOR, WALTER HIGGINS, DONALD HIGGINS, M. N. TAYLOR and ALAN TAYLOR, all of the County of Fremont and State of Colorado, and M. N. TAYLOR, Jr., of the City and County of Denver, State of Colorado, hereinafter called Lessors and GORDON TOLLIVER and C. C. ROBISON, both of the County of Socorro, State of New Mexico, hereinafter called Lessees.

WHEREAS, the said Lessors are the owners of record of those certain Lode Mining Claim, as hereinafter designated, and

WHEREAS, the said Lessors are willing to grant a lease, and the said Lessees are willing to accept a lease, as is hereinafter provided.

NOW, THEREFORE, Lessors for and in consideration of FIVE HUNDRED ($500.00) Dollars, as down payment and advance royalty to cover a period of One Hundred Twenty (120) days ending on the 24th day of June, 1955, and if extended beyond such date, for the payment of minimum royalty each and every month thereafter, so long as this lease agreement remains in effect, and in further consideration of the covenants, terms and conditions hereinafter mentioned, to be kept and performed by the Lessees, their successors and assigns, have demised and leased to the Lessees, the right and privilege of mining for, and taking therefrom, all minerals, either radio-active, or otherwise, and all other materials of value that can be removed in the process of mining or quarrying and processing the same, from those certain tracts or parcels of land, Lode Mining Claims, hereinafter described, lying and being in the County of Fremont and State of Colorado, to-wit:

Big Hole Lode Mining Claim No. 1;
Big Hole Lode Mining Claim No. 2;
Big Hole Lode Mining Claim No. 3;
Big Hole Lode Mining Claim No. 4;
Big Hole Lode Mining Claim No. 7

Big Bear Lode Mining Claim No. 1;
Big Bear Lode Mining Claim No. 2;
Big Bear Lode Mining Claim No. 3;
Big Bear Lode Mining Claim No. 4;
Big Bear Lode Mining Claim No. 5;
Big Bear Lode Mining Claim No. 6.

Cactus Lode Mining Claim.

Lode Mining Claim.

M.N.T. Jr.
D.J.
C.C.R.
L.T.
A.T.
M.N.T.
W.L.H.
O.D.H.

3. (d)
EXHIBIT "B"

Jack S. Josey
1706-17 C & I Life Bldg.
Houston Texas

Frank C Roper
210 McBurnett Bldg.
San Angelo, Texas

All of the within described Lode Mining Claims, 13 in number, being located in the Texas Creek Mining District, in the County of Fremont and State of Colorado. Reference is hereby made to Location Certificates of the said Lode Mining Claims, as are recorded in the office of the County Clerk and Recorder of the County of Fremont and State of Colorado, for descriptions thereof.

TO HAVE AND TO HOLD, the within designated Lode Mining Claims, tracts or parcels of land, with appurtenances, unto the Lessees and to their heirs, assigns, successors or legal representatives of the said Lessees from the 24th day of February, 1955, for the full term of Three (3) Years, with a continuing right to renew this lease for an additional term of Three (3) Years, and a continuing right of renewal every Three (3) Years thereafter, so long as the minerals or materials hereinabove designated, or non-metallic materials, of value, are being produced in paying quantities from said premises and the royalties herein provided for are being paid and SUBJECT to all of the terms, conditions and agreements, as herein provided.

Lessees are hereby given, at their option, and at their cost and expense, the right and privilege, for a period of One Hundred Twenty (120) days, from the 24th day of February, 1955, to the 24th day of June, 1955, for the purpose of prospecting the same for valuable minerals, metallic or non-metallic, or rock or any other material of value, and such prospecting shall be in any manner desired by said Lessees, as they may elect to use, to best determine the value of said property.

That in the event said Lessees desire to continue operations under this lease agreement, after said period of One Hundred Twenty (120) days, then and in that event they shall pay nimimum royalty in the sum of Five Hundred ($500.00) Dollars per month and thereafter, payable on or before the 15th day of each succeeding month during the period of this lease, and it is provided further that the payment herein expressed, to-wit, the sum of Five Hundred ($500.00) Dollars paid, shall cover all royalty due from said Lessees, as to the ore removed and shipped, for the One Hundred Twenty (120) day period mentioned herein.

In consideration of this agreement and the right to hold, occupy, mine, work, drill and otherwise develop, the within described premises, and to market the products thereof, the Lessees promise and agree to pay the Lessors, the following royalty:

Jack S. Josey
1706-17 C & I Life Bldg.
Houston Texas

Frank C Roper
210 McBurnett Bldg.
San Angelo, Texas

a. An amount equal to 10% of the gross value of all ore shipped and delivered to the mill or plant at which sold, of all minerals and materials which have been, or may hereafter be, determined to be essential in the operation of said premises and the gross value herein referred to, shall be value as paid by the mill without any charges or costs deducted, and all payments of royalty, shall be made and shall apply to, any bonuses or other support money received by the Lessees on any mineral produced, shipped, sold and milled from said described premises.

b. The minimum royalty of Five Hundred ($500.00) Dollars per month, commencing at the expiration of One Hundred Twenty (120) days from date hereof, shall be due and payable monthly, but in the event that royalty in excess of Five Hundred ($500.00) Dollars be paid in any one month during the calendar year, the credit shall be given for any other month during the same calendar year, but not thereafter.

Lessees covenant and agreed, that they will commence work on the within described premises within ten (10) days from the date hereof, and shall work as they desire to determine within the period of 120 days, the value of said minerals and materials found, in, on or about the within described premises, but in no event shall the period of time be extended for such exploratory work, as may be desired, beyond said period, unless a further sum of Five Hundred ($500.00) Dollars shall be made, and which said payment shall be for a period of Thirty (30) days thereafter.

The Lessees further agree to hold the Lessors harmless for any and all manner of claims arising, or to arise, from the operation of said leased premises by lessees and this shall be a continuing obligation during the period of this lease, and after the expiration of this lease, if any such damage should be the result of operations conducted on said described premises.

In the event that the Lessees shall do any drilling of any kind whatsoever, an accurate log thereof shall be kept, and such information as may be obtained, shall be given unto the Lessors at their request.

It is expressly understood and agreed that the said Lessees shall have the full power and authority, without consent of said Lessors, to assign or sublet the within described premises, as they may see fit.

Jack S. Josey
1706-17 C & F Life Bldg.
Houston, Tex.

Frank C Boper
210 McBurnett Bldg
San angelo, Texas.

The Lessees, before commencing work, under the provisions of this lease, or subleasing, contracting or sub-contracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at all times, keep such compensation insurance in full force and effect, and shall furnish the Lessors, with premium receipts or other satisfactory evidence of Lessees' compliance with this requirement, and a failure of the Lessees strictly to comply with this requirement, shall subject this lease to cancellation at the option of the Lessors.

Lessees shall pay all taxes lawfully assessed on property belonging to them and located on the leased premises, and in the event of the within described tracts or parcels of land being patented prior to the expiration or cancellation of this agreement, then taxes thereon shall be in proportion, as to increase only, incident to production of minerals or materials on said described premises in the percentage as herein indicated, as being owned by parties hereto.

It is expressly understood and agreed that Leslie Taylor and M. N. Taylor, shall be agents for the Lessors herein named, and all notices and other requirements incident to this agreement, shall be mailed to said persons at their address, now known as Texas Creek, Colorado.

It is agreed that if for any reason the Lessees shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of Thirty (30) days, after service of written notice thereof, upon the Lessees, by the Lessors, or their agents, as herein constituted, the Lessors shall have the right to declare this lease forfeited and to enter on to the leased premises, or any part thereof, either with or without, process of law and to expel, remove and put out the Lessees, or any persons occupying the premises, using such force as may be necessary so to do.

In the event of the termination of this lease, by reason of breach of covenants herein contained, the Lessees shall surrender and peaceably deliver up to the Lessors, the above described premies and shall leave said premises in good mining condition.

Jack S. Josey
1706-17 C & I Life Bldg.
Houston, Texas

Frank C. Roper
210 McBurnett Bldg.
San Angelo, Texas

If, upon termination of this lease for any reason, whether by surrender, forfeiture, or expiration of term, or otherwise, Lessees shall not have fully complied with the terms of this lease, Lessors shall hold and retain possession of the property and equipment of Lessees, as security, unto the Lessors for the payment of royalties due them, or to protect them against liens or to indemnify them against any loss or damage sustained by them by reason of the default of the Lessees and for which purpose Lessors are hereby given a lien upon all of such property and equipment, which lien shall attach as the same is placed upon the premises.

Upon the termination of this lease, for any cause, if the Lessees shall remain in possession of said premises, they shall be guilty of an unlawful detainer, under the statutes, in such case made and provided and they shall be subject to all the conditions and provisions thereof.

The benefits and obligations of this lease shall extend to, and be binding upon, the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, and have hereunto set their hands and seals, as of the day and year first above written.

Leslie Taylor
Leslie Taylor
and
Walter Higgins
Walter Higgins
and
Donald Higgins
Donald Higgins
and
M. N. Taylor
M. N. Taylor
and
Alan Taylor
Alan Taylor
and
M. N. Taylor, Jr.
M. N. Taylor Jr.
Lessors

Gordon Tolliver
Gordon Tolliver
and
C. C. Robison
C. C. Robison
Lessees.

Jack S. Josey
1706-17 C & I Life Bldg.
Houston Texas

Frank C Roper
210 McBurnett Bldg.
San Angelo, Texas

STATE OF COLORADO,
ss.
County of Fremont.

I, Elvira N. Brown, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that LESLIE TAYLOR, ~~WALTER HIGGINS~~, DONALD HIGGINS, M. N. TAYLOR and ALAN TAYLOR, who are personally known to me to be the persons whose names are subscribed to the annexed "Mining Lease", appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 1st day of ~~February~~ March, A. D. 1955.

My commission expires, Oct 17, 1956

Elvira N. Brown
Notary Public.

STATE OF COLORADO,
City and ss.
County of Denver.

I, John E. Squire, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that M. N. TAYLOR, Jr., who is personally known to me to be the person whose name is subscribed to the annexed "Mining Lease", appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 2nd day of ~~February~~ March, A. D. 1955.

My commission expires,

Commission expires November 6, 1955

John E. Squire
Notary Public.

Jack S. Josey
1706-17 C & I Life Bldg.
Houston, Texas

Frank C. Roper
210 McBurnett Bldg.
San Angelo Texas

STATE OF COLORADO,
ss.
County of Fremont.

I, Viola B. Spoerhase, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that GORDON TOLLIVER and C. C. ROBISON, who are personally known to me to be the persons whose names are subscribed to the annexed "Mining Lease" appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 24th day of February, A. D. 1955.

My commission expires, September 11, 1957.

Viola B. Spoerhase
Notary Public.

STATE OF COLORADO,
ss
County of Fremont.

I, Dorothy McCrory, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Walter Higgins, who is personally known to me to be the persons whose name is subscribed to the annexed "Mining Lease appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 1st day of March, A.D. 1955.

My commission expires 5/22/58

Dorothy McCrory
Notary Public

Jack S. Josey
1706-17 C & I Life Bldg.
Houston Texas

Frank C. Roper
210 McBurnett Bldg.
San Angelo, Texas.

ASSIGNMENT

M. N. Taylor et al

TO

C. C. Robison & Gordon Tolliver

293944

STATE OF COLORADO }
COUNTY OF FREMONT } ss. I hereby certify that this instrument was filed for record in my office Mar. 18 1965, at 8 o'clock A.M. and duly recorded in Book 374 Page 376

Mary J. McDonald
Recorder

By Wayne Morrison Deputy

$ 9.75

When recorded return to:

Frank C. Roper
P. O. Box 1185
San Angelo, Texas.

Filed for record March 21, 1955 at 8:03 A. M. Mary J. McDonough, Recorder
No. 294084 Book 344 Page 489 Fees $4.15 MAYME MORRISON, Deputy

ASSIGNMENT OF MINING LEASE

AND

AGREEMENT FOR OPERATION

THIS ASSIGNMENT AND AGREEMENT entered into this 7th day of March, A. D. 1955, by and between GORDON TOLLIVER and C. C. ROBISON, parties of the first part, hereinafter referred to as assignors, and JACK S. JOSEY and FRANK C. ROPER, parties of the second part, hereinafter referred to as assignees, witnesseth:

THAT WHEREAS, the assignors are lessees in that certain mining lease entered into by and between LESLIE TAYLOR, WALTER HIGGINS, DONALD HIGGINS, M. N. TAYLOR, ALAN TAYLOR, and M. N. TAYLOR, JR., of Fremont County, Colorado, and the said GORDON TOLLIVER and C. C. ROBISON, of the County of Socorro, State of New Mexico, and concerning certain tracts or parcels of land or Lode Mining Claims described lying and being in the County of Fremont, State of Colorado, to-wit:

Big Hole Lode Mining Claim No. 1;
Big Hole Lode Mining Claim No. 2;
Big Hole Lode Mining Claim No. 3;
Big Hole Lode Mining Claim No. 4;
Big Hole Lode Mining Claim No. 7;

Big Bear Lode Mining Claim No. 1;
Big Bear Lode Mining Claim No. 2;
Big Bear Lode Mining Claim No. 3;
Big Bear Lode Mining Claim No. 4;
Big Bear Lode Mining Claim No. 5;
Big Bear Lode Mining Claim No. 6;

Cactus Lode Mining Claim.
Zee No. One Lode Mining Claim.

3. (d)
EXHIBIT "B"

WHEREAS, it is the intention of the parties to this agreement that the lease on these Claims be assigned to assignees hereinabove named for the purpose of exploring and operating the same.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto and the assignors do by these presents assign all their right, title and interest in and to all mining rights by them derived in, through and by each and every lease made to them of said Mining Claims for the sum of Ten Dollars and other valuable consideration, including the agreement

Jack S. Josey
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Houston, Texas

Frank C. Raper
210 McBurnett Bldg.
San Angelo, Texas

will perform those conditions and covenants mentioned in said lease to be performed by the lessees pursuant to said lease and hold assignors harmless on account of any breach thereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the assignees shall have full power and authority without the consent of said above mentioned assignors to further assign or sublet their rights or any portion thereof under this agreement or the lease above mentioned and herein assigned as the assignees may see fit.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event taxes shall be levied upon the ores taken from the premises, that assignors shall stand their proportionate share of said taxes, to-wit: three percent (3%) of the same.

IT IS FURTHER AGREED that this agreement shall be binding upon and inure to the benefit of the assignees, successors, or heirs or legal representatives of the various parties hereto.

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

Gordon Tolliver
Gordon Tolliver, Assignor

C C Robison
C. C. Robison, Assignor

Jack S. Josey, Assignee

Frank E Porter
PO Box 1186
San Angelo, Texas

Simpson & Stacy
1206 Fi & Stockyards
Houston, Texas

39108

Jack S. Josey
1706-17 C & I LIFE BLDG
HOUSTON TEXAS

Frank C. Roper
210 McBurnett Bldg.
San Angelo, Texas.

MINING LEASE

THIS AGREEMENT, Made and entered into this 24th day of March, A. D. 1955, by and between M. N. TAYLOR and LESLIE TAYLOR, of Fremont County, Colorado, hereinafter called Lessors, and GORDON TOLLIVER and C. C. ROBISON, both of the County of Socorro, State of New Mexico, hereinafter called Lessees, WITNESSETH:

WHEREAS, the said Lessors are the owners of record of a certain Lode Mining Claim, as hereinafter designated, and

WHEREAS, the said Lessors are willing to grant a lease, and the said Lessees are willing to accept a lease, as in hereinafter provided.

NOW, THEREFORE, Lessors for and in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, and in further consideration of the covenants, terms and conditions hereinafter mentioned, to be kept and performed by the Lessees, their successors and assigns, have demised and leased to the Lessees, the right and privilege of mining for, and taking therefrom, all minerals, either radio-active, or otherwise, and all other materials of value that can be removed in the process of mining or quarrying and processing the same, from those certain tracts or parcels of land, Lode Mining Claims, hereinafter described, lying and being in the County of Fremont and State of Colorado, to-wit:

Cactus #1 Lode Mining Claim

The within described Lode Mining Claim, being located in the Texas Creek Mining District, in the County of Fremont and State of Colorado. Reference is hereby made to Location Certificate of the said Lode Mining Claim, as are recorded in the office of the County Clerk and Recorder of the County of Fremont and State of Colorado for descriptions thereof.

TO HAVE AND TO HOLD, the within designated Lode Mining Claim, tract or parcel of land, with appurtenances unto the Lessees and to their heirs, assigns, successors or legal representatives of the said Lessees from the 24th day of March, A. D. 1955, for the full term of Three (3) years, with a continuing right to renew this lease for an additional term of Three (3) years, and a continuing right of renewal every Three (3) years thereafter, said renewal to be automatic, so long as the minerals or materials hereinabove designated, or non-metallic materials of value, are being produced in paying quantities from said premisis and the royalties herein provided for are being paid and subject to all of the terms, conditions and agreements, as herein provided.

In consideration of this agreement and the right to hold, occupy, mine work, drill and otherwise develop, the within described premises, and to market the products thereof, the Lessees promise and agree to pay the Lessors, the following royalty:

a. An amount equal to 10% of the gross value of all ore shipped and delivered to the mill or plant at which sold, of all minerals and materials which have been, or may hereafter be, determined to be essential in the operation of said premises and the gross value herein referred to, shall be value as paid by the mill without any charges or costs deducted, and all payments of royalty, shall be made and shall apply to, any bonuses or other support money received by the Lessees on any mineral produced, shipped, sold and milled from said described premises.

The Lessees further agree to hold the Lessors harmless for any and all manner of claims arising, or to arise, from the operation of said leased premises by lessees and this shall be a continuing obligation during the period of this lease, and after the expiration of the lease, if any such damage should be the result of operations conducted on said described premises.

JACK S. JOSEY
1706-17 C & I LIFE BLDG
HOUSTON, TEX.

FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS.

In the event that the Lessees shall do any drilling of any kind whatsoever, an accurate log thereof shall be kept, and such information as may be obtained, shall be given unto the Lessors at their request.

It is the expressly understood and agreed that the said Lessees shall have the full power and authority, without consent of said Lessors, to assign or sublet the within described premises, as they may see fit.

The Lessees, before commencing work, under the provisions of this lease, or subleasing, contracting, or sub-contracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at all times, keep such compensation insurance in full force and effect, and shall furnish the Lessors, with premium receipts or other satisfactory evidence of of Lessees' compliance with this requirement, and a failure of the Lessees strictly to comply with this requirement, shall subject this lease to cancellation at the option of the Lessors.

Lessees shall pay all taxes lawfully assessed on property belonging to them and located on the leased premises, and in the event of the within described tract or parcel of land being patented prior to the expiration or cancellation of this aggreement, then taxes thereon shall be in proportion, as to increase only, incident to production of minerals or materials, on said described premises in the percentage as herein indicated, as being owned by parties hereto.

It is expressly understood and agreed that Leslie Taylor and M. N. Taylor, shall be agents for the Lessors herein named, and all notices and other requirements incident to this agreement, shall be mailed to said persons at their address, now known as Texas Creek, Colorado.

It is agreed that if for any reason the Lessees shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of Thirty (30) days, after service of written notice thereof, upon the Lessees, by the Lessors, or their agents, as herein constituted, the Lessors shall have the right to declare this lease forfeited and to enter on the leased premises, or any part thereof, either with or without, process of law and to expel, remove and put out the Lessees, or any persons occupying the premises, using such force as may be necessary so to do.

In the event of the termination of the lease, by reason of breach of covenants herein contained, the Lessees shall surrender and peaceably deliver up to the Lessors, the above described premises and shall leave said premises in good mining condition.

If, upon termination of this lease for any reason, whether by surrender, forfeiture, or expiration of term or otherwise, Lessees shall not have fully complied with the terms of this lease, Lessors shall hold and retain possession of the property and equipment of Lessees, as security, unto the Lessors for the payment of royalties due them, or to protect them against liens or to indemnify them against any loss or damage sustained by them by reason of the default of the Lessees and for which purpose Lessors are hereby given a lien upon all of such property and equipment which lien shall attach as the same is placed upon the premises.

Upon the termination of this lease, for any casue, if the Lessees shall remain in possession of said premises, they shall be guilty of an unlawful detainer, under the statutes, in such case made and provided and they shall be subject to all the conditions and provisions thereof.

The benefits and obligations of this lease shall extend to, and be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

JACK S. JOSEY
1706-17 C & I LIFE BLDG.
HOUSTON, TEXAS

FRANK C. ROPER
210 MCBURNETT BLDG
SAN ANGELO, TEXAS.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, and have hereunto set their hands and seals, as of the day and year first above written.

M. N. Taylor
(M. N. Taylor)

Leslie Taylor
(Leslie Taylor)

LESSORS

Gordon Tolliver
(Gordon Tolliver)

C C Robison
(C. C. Robison)

LESSEES

STATE OF COLORADO)
Chaffee) SS
COUNTY OF ~~FREMONT~~)

I, James H. Winters, a Notary Public, in and for said County, ~~in the~~ State aforesaid, do hereby certify that M. N. TAYLOR and LESLIE TAYLOR who are personally know to me to be the persons whose names are subscribed to the annexed "Mining Lease" appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as theri free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, The 15th day of April, A. D. 1955.

James H. Winters
Notary Public

My commission expires: My Commission expires March 11, 1958

STATE OF COLORADO)
) SS
COUNTY OF FREMONT)

I, Amy Del Monte, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that GORDON TOLLIVER and C. C. ROBISON, who are personally know to me to be the persons whose names are subscribed to the annexed "Mining Lease" appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 19 day of April A. D. 1955

Amy Del Monte
Notary Public

My commission expires: Jan 19. 1956

JACK S. JOSEY
1706-17 C&I LIFE BLDG
HOUSTON, TEXAS

FRANK C. ROPER
210 MCGURNETT BLDG
SAN ANGELO, TEXAS

ASSIGNMENT OF MINING LEASE

AND

AGREEMENT FOR OPERATION

THIS ASSIGNMENT AND AGREEMENT entered into this 25th day of March, A. D. 1955, by and between GORDON TOLLIVER and C. C. ROBISON, parties of the first part, hereinafter referred to as assignors, and JACK S. JOSEY and FRANK C. ROPER, parties of the second part, hereinafter referred to as assignees, witnesseth :

THAT WHEREAS, the assignors are lessees in that certain mining lease entered into by and between Leslie Taylor and M. N. Taylor, of Fremont County, Colorado, and the said Gordon Tolliver and C. C. Robison, of the County of Socorro, State of New Mexico, and concerning a certain tract or parcel of land or Lode Mining Claim described lying and being in the County of Fremont, State of Colorado, to-wit:

CACTUS NO. 1 LODE MINING CLAIM.

WHEREAS, it is the intention of the parties to this agreement that the lease on this claim be assigned to the assignees hereinabove named for the purpose of exploring and operating the same.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto and the assignors do by these presents assign all their right, title and interest in and to all mining rights by them derived in, through and by the lease made to them of said mining claims for the sum of Ten Dollars and other valuable consideration, including the agreement hereinafter enumerated to pay to the assignors certain royalties and it is agreed that from and after the signing of this agreement the lessees shall be entitled to immediate possession of the premises described in the lease above referred to.

IT IS AGREED that assignees shall take title to any proceeds from this agreement or the operation of this mining claim in the following proportions, to-wit:

Seven-eights to Jack S. Josey and One-eighth to Frank C. Roper.

CCU.

JACK S. JOSEY
1706-17 C&I LIFE BLDG.
HOUSTON, TEXAS

FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS.

IT IS FURTHER AGREED, and assignees herein agree for themselves, their successors and assigns to pay to assignors from the operations upon said mining claim a three per cent (3%) royalty being an amount equal to three percent (3%) of the gross value of all ore shipped and delivered to the mill or plant at which sold of all minerals and materials taken from property covered by the lease above referred to, which said value shall be arrived at as paid by the mill without any changes or costs deducted, and all payments of royalties shall be made and shall apply as consideration in addition to that hereinabove described for the assignment of the lease referred to.

IT IS AGREED FURTHER that assignors shall by letter or other written instrument designate a depository or place of payment to which the royalty above mentioned may be paid or sent by the assignees. Payment to said depository for the benefit of the assignors shall amount to payment to assignors.

Assignees agree that they will, to the best of their ability, carry out the terms of the lease herein assigned to them and protect assignors from any liability thereon, but that the assignees herein shall not be liable in the event of eventual forfeiture of the lease for any damages therefor to assignors for failure to carry on operations on said claim, but that the assignees shall carry out the covenants and agreements mentioned in the lease above referred to and protect the assignors from any liability on account of operations on said premises, and that assignees will perform those conditions and covenants mentioned in said lease to be performed by lessees pursuant to said lease and hold assignors harmless on account of any breach thereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the assignees shall have full power and authority without the consent of said above mentioned assignors to further assign or sublet their rights or any portion thereof under this agreement or the lease above mentioned and herein assigned as the assignees may see fit.

EED.

JACK S. JOSEY
1706-17 C&I LIFE BLDG
HOUSTON, TEXAS

FRANK C. ROPER
210 NO BURNETT BLDG
SAN ANGELO, TEXAS.

Bureau Minerals Administration
APR 22 1955

IT IS FURTHER UNDERSTOOD AND AGREED that in the event taxes shall be levied upon the ores taken from the premises, that assignors shall stand their proportionate share of said taxes, to-wit: three percent (3%) of the same.

IT IS FURTHER AGREED that this agreement shall be binding upon and inure to the benefit of the assignees, successors, or heirs or legal representatives of the various parties hereto.

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

Gordon Tolliver
Gordon Tolliver, Assignor

C C Robison
C. C. Robison, Assignor

Jack S. Jokey By: Frank C Roper
Jack S. Jokey, Assignee

Frank C Roper
Frank C. Roper, Assignee

Jack S. Josey
170-17 C&I Life Bldg.
Houston, Texas.

Frank C. Roper
210 McBurnett Bldg.
San Angelo, Texas.

(c) GEOLOGIC FEATURES.

ABSTRACT

The Josey-Roper uranium properties of 13 mining claims should be core drilled and explored for uranium ore for these reasons: (1) there is approximately a two foot section of bedded carnotite ore exposed in the west bank of a seepage stream which on chemical assays was found to contain from .419% to 1.101% U308; (2) a core hole approximately 3500 feet north of the bedded deposit shows three mineralized zones to a depth of 125 feet; (3) there are additional outcrops that show mineralization in the stream banks between the bedded deposit on the south and the core hole on the north, a distance of approximately 3500 feet; and (4) the richness of the deposit lends greatly to the possibility of primary ore (pitchblende) with depth.

LOCATION

The Josey-Roper mining claims are located in Fremont County, Colorado, in Sections 22 and 27, Township 18 South, Range 73 West. The location is 1.5 miles north of Echo Station on the Rio Grande Western Railroad and 1.6 miles north of U. S. Highway #50 and the Arkansas River. The properties are 20 miles west of Canon City, Colorado and approximately 145 airline miles east, southeast of Grand Junction, Colorado. (Refer to Exhibit "A" attached.)

GEOLOGY

The Josey-Roper claims are located in a basin type valley completely surrounded with mountains formed by igneous and pegmatitic rocks. (See Exhibit "B" attached.) The basin is locally referred to as "Devil's Basin" or "Devil's Sink." The sediments within the basin are of terrestial and fluvial origin and are massive, arkosic, coarse and medium grained sand and sandstone with occasional layers of siltstone and mudstone. Associated with these sedimentary deposits is found carbonaceous material in the form of twigs, branches, leaves and pieces of bark. The sediments appear to be of Tertiary Age.

JACK S. JOSEY
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HOUSTON, TEXAS

FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS

The Josey-Roper property is traversed by a north-south seepage type of stream referred to on maps as Echo Canyon. This stream forms a tributary to the Arkansas River and flows into it 1.5 miles south of the herein discussed property. Toward the southern part of the property and in the west bank of Echo Canyon, there is a bedded deposit of carnotite very rich in U308. This deposit is some 1.5 to 2 feet thick. Representative samples were collected and assayed of this deposit. A copy of this assay by Chas. O. Parker & Co. of Denver, Colorado, is attached as Exhibit "C". The chemical assays show these results:

SAMPLE NO.	U308
1-C	.419%
2-C	.636%
3-	1.101%
4-	.930%

The above assays give an average of .771% U308 for the deposit. The mineralization is found in arkose sand and sandstone with some carbonaceous material near the center of the bed. Several other surface deposits are present along and in the banks of the stream at points between the bedded deposit on the south and some old core holes on the north end of the property that were drilled by the New World Exploration Co. in 1954. The bedding planes of the sandstone are deposited reasonably flat, not showing any appreciable dip in any direction.

The thicknesses of the sedimentary beds on the property are certainly in excess of 125 feet which is substantiated by a core hole located on the northern edge of the claims. This core hole

JACK S. JOSEY
1706-17 C & I LIFE BLDG
Houston TEXAS

FRANK C. ROPER
210 McBURNETT BLDG.
SAN ANGELO, TEXAS

was drilled to a total depth of 125 with the bit still in sedimentary formation at the total depth. (See Exhibit "D", a lithologic and radiometric cross section, attached.) It is important to know that the surface elevation at the several core holes on the north is some 150 to 200 feet higher than the ground elevation at the bedded deposit approximately 3500 feet to the south. With a maximum depth of 125 feet reached in the core hole, it is obvious that the total depth of the core hole is still some 50 to 75 feet <u>higher</u> and <u>above</u> the level of the rich bedded deposit.

CONCLUSION

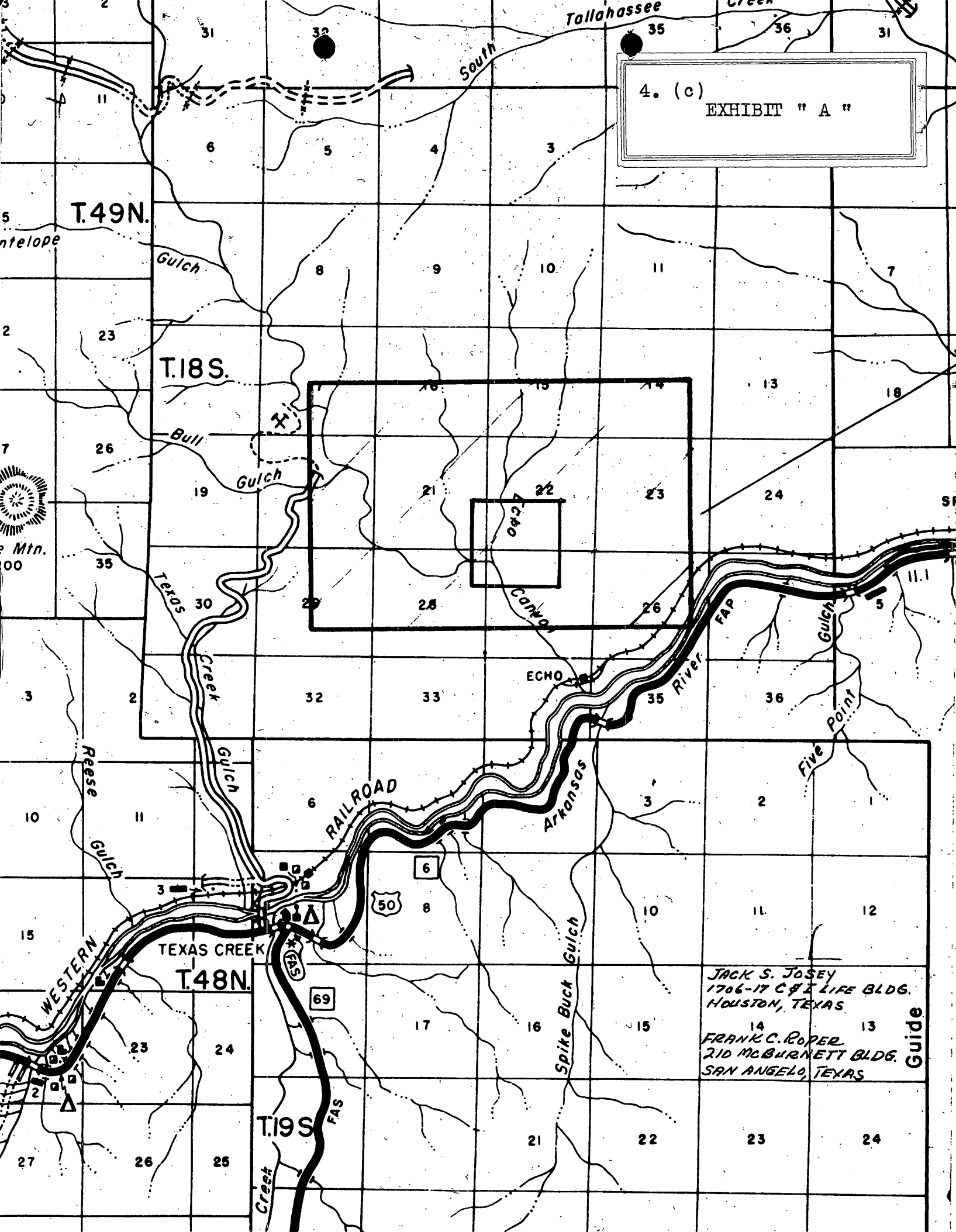
The Josey-Roper mining claims are located in a basin of sedimentary formations with an abundance of mineralization and with all the ear marks of a rich commercial deposit. The property warrants an extensive core drill and exploration program.

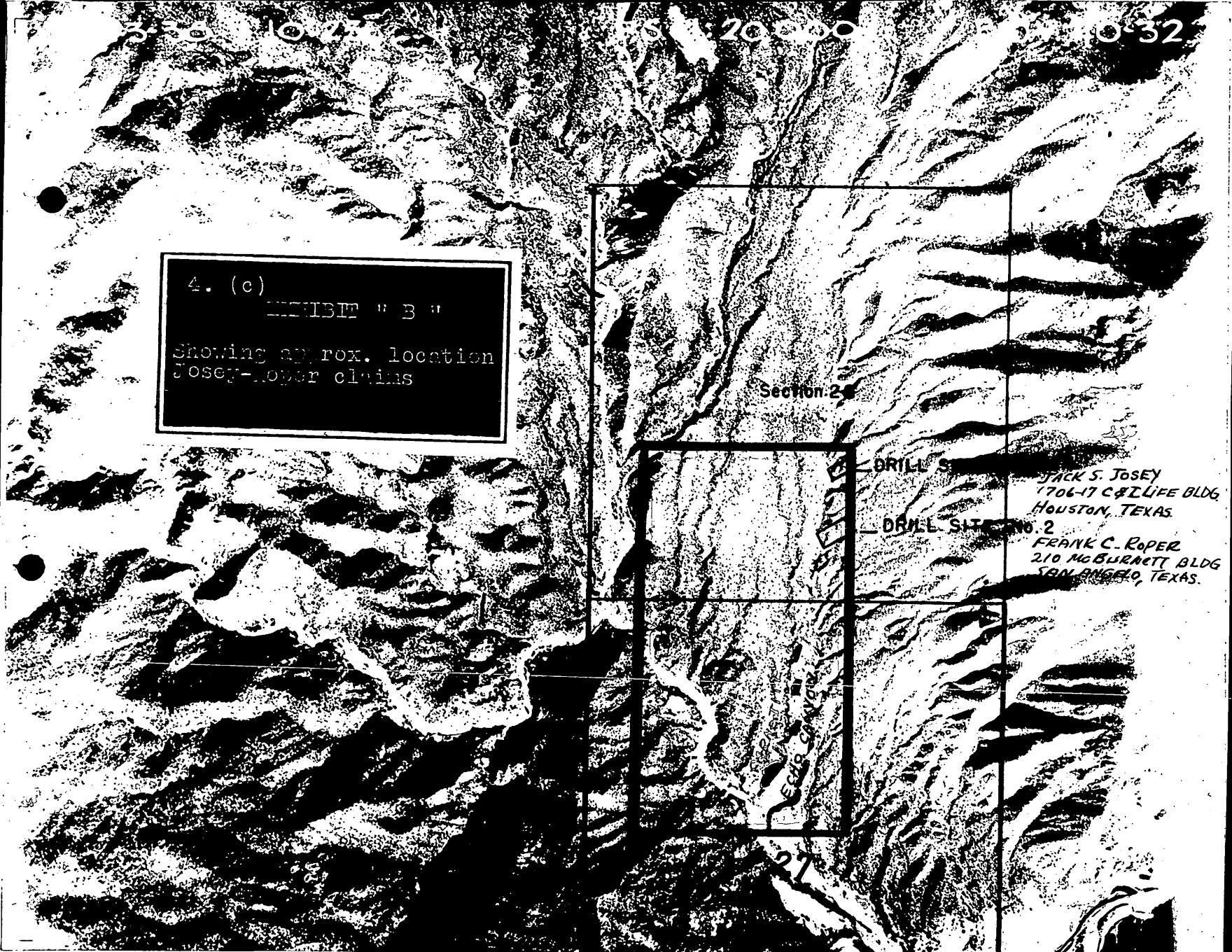
(d) The Josey-Roper uranium claims are accessible by U. S. Highway #50 going west from Canon City, Colorado, 20 miles to Echo Station on the Rio Grande Western Railroad; Thence turn right which is north, going through Arkansas River and through Railroad underpass 200 yards east of Echo Station; Thence north 1.5 miles over dirt road to Josey-Roper claims. There is a spur at Echo Station from which ore could be shipped to mill at Grand Junction, Colorado, approximately 225 miles distance. Residence core drill operations would be out of Canon City, Colo.

(e) See MF-103

JACK S. JOSEY
1706-17 C&I LIFE BLDG.
HOUSTON, TEXAS

FRANK C. ROPER
210 McBURNETT BLDG.
SAN ANGELO, TEXAS


4. (c)
EXHIBIT " A "
T.49N.
T.18S.
T.48N.
T.19S
Tallahassee
South
Creek
Gulch
Bull
Gulch
Texas
Creek
Gulch
Reese
Gulch
Canyon
Cabo
ECHO
RAILROAD
Arkansas
River
FAP
Five
Point
Gulch
Spike
Buck
Gulch
WESTERN
TEXAS CREEK
FAS
50
6
69
JACK S. JOSEY
1706-17 C & I LIFE BLDG.
HOUSTON, TEXAS
FRANK C. ROPER
210 McBURNETT BLDG.
SAN ANGELO, TEXAS
Guide


4. (c)
EXHIBIT " B "
Showing approx. location
Josey-Roper claims
Section 2
DRILL S
DRILL SITE No. 2
ECHO CANYON
27
JACK S. JOSEY
1706-17 C&L LIFE BLDG
HOUSTON, TEXAS
FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS

4. (c) EXHIBIT "C"

2114 CURTIS STREET

TELEPHONE MAin 3-1852

CHARLES O. PARKER & CO.

CHEMISTS • ASSAYERS • ENGINEERS

DENVER 5 COLORADO

"URANIUM CENTER"

Folio 6393

Date 3/11/55

F C Roper
San Angelo
Texas

Jack S. Josey
1706-17 C & I Life Bldg.
Houston, Texas.

We hereby Certify, that the samples assayed for you gave the following results:

DESCRIPTION	URANIUM OXIDE U_3O_8	VANADIUM PENTOXIDE V_2O_5	LIME $CaCO_3$	RADIOMETRIC EQUIVALENT eU	THORIUM OXIDE ThO_2	TOTAL RARE EARTHS	COMBINED COLUMBIUM TANTALUM OXIDES
Sample 1C	0.419%	0.50%					
" 2C	0.636%	0.20%					
" 3	1.10%	0.20%					
" 4	0.93%	0.30%					

PLEASE PAY FROM THIS INVOICE AS NO OTHER STATEMENT WILL BE MAILED. THANK YOU.

Charge $ 28.00 Paid

CHARLES O. PARKER & CO.
CHEMISTS, ASSAYERS and ENGINEERS

3. The exploration project

(a) See MF-103

(b) Refer to Exhibit "A" surveyor's plat attached for core drill proposal. Four core holes per claim is proposed with a staggered pattern as shown. A total of 9100 ft. of core holes is planned. The holes will range in depth from 100 to 300 ft. The purpose of several selected 300 ft. holes is to determine deeper possibilities of mineralization in the sedimentary zones.

The first core hole will be drilled 50 ft. west of the known bedded deposit exposed near the base of the west bank of Echo Canyon. If the known surface deposit is found subsurfacely, then a few nearby additional holes should be drilled and cored to determine the lateral or horizontal extent of this deposit.

After all 13 claims have been drilled and there remains some core hole footage not used less than the 9100 total feet proposed, then this footage will be used to block-out or delineate any mineralized zone found in previous core holes.

(NOTE: The core drilling will be done with rotary and drilling mud fluid. On account of seepage water in the area, impractical to use air drilling methods.)

(c) See MF-103

(d) Jack S. Josey, age 38 years; B.S. degree in Petroleum Production Engineering, University of Texas, 1939; 16 years experience in exploration, core drilling, exploitation of oil and natural gas; producer of oil and gas; one year experience in uranium operations and core drilling; Vice President of Lenoir M. Josey, Inc.; Vice President of Houston Oil Well Service Company, drilling contractors.

Frank C. Roper, age 51 years; B.A. degree in geology and petroleum engineering, University of Texas, 1931; 23 years experience as independent consulting geologist in subsurface and surface geology, core drilling, oil well drilling and supervision; producer of oil; 1 year as consultant in uranium prospecting and core drilling; member American Association of Petroleum Geologists; San Angelo Geological Society; West Texas Geological Society; Houston Geological Society; and Independent Producers Association of America.
Frank C. Roper will be consultant and supervisor for this project.

JACK S. JOSEY
1706-17 C&I LIFE BLDG.
HOUSTON, TEXAS.

FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS

6. Estimate of costs

(a) Core drill work by independent contractor.

Estimated total footage of drilling and coring, 9,100 ft.		
6000 ft. of drilling @ $2.00 per ft.	$12,000.00	
3100 ft. of coring @ $4.00 per ft.	12,400.00	$24,400.00

(b) Labor, supervision, consultant

Geological supervisor & consultant, $1,000.00 per mo. 6 months		6,000.00
Core drill contractor to furnish all core rig labor and logging operator. This charge is included in footage contract (a) above.		

(c) Operating materials and supplies

Fuel, water, supplies will be furnished by core drill contractor, included in footage contract (a) above.

(d) Operating equipment

Rental on mechanical logging unit for radioactive, self potential and resistivity logging, $750.00 per mo. for 6 mo.	$ 4,500.00	
Rental on caterpillar doser for road building to accommodate moving core drill equipment, estimate, 160 hrs. @ $12.50 per hour	2,000.00	6,500.00

(e) See MF-103

(f) New buildings, installations, improvements:

Estimated cost of temporary wooden wagon-truck bridge over Arkansas River between U. S. Highway 50 and Josey-Roper claims		2,500.00

(g) Miscellaneous:

Assays, @ $7.00 per assay for U308 and V205. Estimate of 208 samples	$ 1,456.00	
Surveying service for all core hole locations with ground elevations	1,300.00	2,756.00
		$42,156.00

(h) See MF-103

JACK S. JOSEY
1706-17 C&I LIFE BLDG.
HOUSTON, TEXAS

FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO TEXAS.

Jack S. Josey
1706-17 C&I Life Blg.
Houston, Texas.

Frank C. Roper
210 McBurnett Bldg.
San Angelo, Texas.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DMEA
Date Rec'd.
APR 18 1955

Form Approved.
Budget Bureau No. 42-R1035.4

BUREAU OF MINES
Denver, Colorado

Not to be filled in by applicant

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
Minerals Administration
RECEIVED
APR 22 1955

Docket No. 3786
Metal or Mineral Uranium
Date Received 4-22-55
Estimated Cost $42,156
Participation (Government %)

Roper's address as of 2-21-56 same as Josey (Cyn)

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: Jack S. Josey, 1706-17 C & I Life Bldg., Houston, Texas, and Frank C. Roper, 210 McBurnett Bldg., P. O. Box 1185, San Angelo, Texas. Tenants in common.

(*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 See Supplement 3. (a)

(*b*) State any mine name by which the property is known. None

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

(*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. See Supplement 3. (d)

(*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. See Supplement 3. (f)

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. See Supplement 4. (a)

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades. None

(*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. See Supplement 3. (c) Geologic Features

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points. See Supplement 4. (d)

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.
Core drill will be done by independent contractor, who will furnish labor, materials, supplies, fuel and will secure water from the Arkansas River 1.5 miles distance.

16—66551-1

5. *The exploration project.*—(*a*) [redacted] the mineral or minerals for which you wi[redacted]xplore Uranium

(*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. See Supplement 5. (b)

(*c*) The work will start within 20 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. See Supplement 5. (d)

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 See Supp. 6.

(*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.). See Supplement 6. (a)

(*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. See Supplement 6. (b)

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel. See Supplement 6. (c)

(*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. See Supplement 6. (d)

(*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. None

(*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. Supp. 6.(f)

(*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. See Supplement 6. (g)

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above None

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?

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

Explain in detail on acompanying paper. Applicants will pay their prorata 25% of the cost as prescribed by DMEA Loan requirements.

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 March 28, 1955

(Applicant)

By Frank C. Roper (Applicants)

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

SUPPLEMENTS to MF-103

3. (a) Applicants property rights

Refer to Exhibit "A" attached.

(b) See MF-103

(c) See MF-103

(d) Copy of recorded lease contracts attached, Exhibit "B".

(e) See MF-103

(f) Recording reference to claims

NAME OF CLAIM	VOLUME	PAGE	COUNTY	STATE
Big Hole #1	338	219	Fremont	Colorado
Big Bear #6	338	219	"	"
Big Bear #5	338	220	"	"
Big Bear #4	338	220	"	"
Big Bear #3	338	218	"	"
Big Bear #2	338	218	"	"
Big Bear #7	338	221	"	"
Big Hole #4	338	221	"	"
Big Hole #3	338	222	"	"
Big Hole #2	338	222	"	"
Big Hole #7	338	443	"	"
Zee #1	338	443	"	"
Cactus	343	177	"	"

4. Physical Description.

(a) There are no mining operations, past or present. Several core holes were drilled on the north end of the property in 1954. Although some mineralization was found, the New World Exploration Co., on account of lack of funds, dropped the property in 1954.

(b) See MF-103

JACK S. JOSEY
1706-17 C & I LIFE BLDG
HOUSTON TEXAS

FRANK C. ROPER
210 McBHINETT BLDG
SAN ANGELO, TEXAS

(c) GEOLOGIC FEATURES.

ABSTRACT

The Josey-Roper uranium properties of 13 mining claims should be core drilled and explored for uranium ore for these reasons: (1) there is approximately a two foot section of bedded carnotite ore exposed in the west bank of a seepage stream which on chemical assays was found to contain from .419% to 1.101% U308; (2) a core hole approximately 3500 feet north of the bedded deposit shows three mineralized zones to a depth of 125 feet; (3) there are additional outcrops that show mineralization in the stream banks between the bedded deposit on the south and the core hole on the north, a distance of approximately 3500 feet; and (4) the richness of the deposit lends greatly to the possibility of primary ore (pitchblende) with depth.

LOCATION

The Josey-Roper mining claims are located in Fremont County, Colorado, in Sections 22 and 27, Township 18 South, Range 73 West. The location is 1.5 miles north of Echo Station on the Rio Grande Western Railroad and 1.6 miles north of U. S. Highway #50 and the Arkansas River. The properties are 20 miles west of Canon City, Colorado and approximately 145 airline miles east, southeast of Grand Junction, Colorado. (Refer to Exhibit "A" attached.)

GEOLOGY

The Josey-Roper claims are located in a basin type valley completely surrounded with mountains formed by igneous and pegmatitic rocks. (See Exhibit "B" attached.) The basin is locally referred to as "Devil's Basin" or "Devil's Sink." The sediments within the basin are of terrestial and fluvial origin and are massive, arkosic, coarse and medium grained sand and sandstone with occasional layers of siltstone and mudstone. Associated with these sedimentary deposits is found carbonaceous material in the form of twigs, branches, leaves and pieces of bark. The sediments appear to be of Tertiary Age.

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SAN ANGELO, TEXAS.

The Josey-Roper property is traversed by a north-south seepage type of stream referred to on maps as Echo Canyon. This stream forms a tributary to the Arkansas River and flows into it 1.5 miles south of the herein discussed property. Toward the southern part of the property and in the west bank of Echo Canyon, there is a bedded deposit of carnotite very rich in U308. This deposit is some 1.5 to 2 feet thick. Representative samples were collected and assayed of this deposit. A copy of this assay by Chas. O. Parker & Co. of Denver, Colorado, is attached as Exhibit "C". The chemical assays show these results:

SAMPLE NO.	U308
1-C	.419%
2-C	.636%
3-	1.101%
4-	.930%

The above assays give an average of .771% U308 for the deposit. The mineralization is found in arkose sand and sandstone with some carbonaceous material near the center of the bed. Several other surface deposits are present along and in the banks of the stream at points between the bedded deposit on the south and some old core holes on the north end of the property that were drilled by the New World Exploration Co. in 1954. The bedding planes of the sandstone are deposited reasonably flat, not showing any appreciable dip in any direction.

The thicknesses of the sedimentary beds on the property are certainly in excess of 125 feet which is substantiated by a core hole located on the northern edge of the claims. This core hole

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was drilled to a total depth of 125 with the bit still in sedimentary formation at the total depth. (See Exhibit "D", a lithologic and radiometric cross section, attached.) It is important to know that the surface elevation at the several core holes on the north is some 150 to 200 feet higher than the ground elevation at the bedded deposit approximately 3500 feet to the south. With a maximum depth of 125 feet reached in the core hole, it is obvious that the total depth of the core hole is still some 50 to 75 feet <u>higher</u> and <u>above</u> the level of the rich bedded deposit.

CONCLUSION

The Josey-Roper mining claims are located in a basin of sedimentary formations with an abundance of mineralization and with all the ear marks of a rich commercial deposit. The property warrants an extensive core drill and exploration program.

(d) The Josey-Roper uranium claims are accessible by U. S. Highway #50 going west from Canon City, Colorado, 20 miles to Echo Station on the Rio Grande Western Railroad; Thence turn right which is north, going through Arkansas River and through Railroad underpass 200 yards east of Echo Station; Thence north 1.5 miles over dirt road to Josey-Roper claims. There is a spur at Echo Station from which ore could be shipped to mill at Grand Junction, Colorado, approximately 225 miles distance. Residence core drill operations would be out of Canon City, Colo.

(e) See MF-103

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5. The exploration project

(a) See MF-103

(b) Refer to Exhibit "A" surveyor's plat attached for core drill proposal. Four core holes per claim is proposed with a staggered pattern as shown. A total of 9100 ft. of core holes is planned. The holes will range in depth from 100 to 300 ft. The purpose of several selected 300 ft. holes is to determine deeper possibilities of mineralization in the sedimentary zones.

The first core hole will be drilled 50 ft. west of the known bedded deposit exposed near the base of the west bank of Echo Canyon. If the known surface deposit is found subsurfacely, then a few nearby additional holes should be drilled and cored to determine the lateral or horizontal extent of this deposit.

After all 13 claims have been drilled and there remains some core hole footage not used less than the 9100 total feet proposed, then this footage will be used to block-out or delineate any mineralized zone found in previous core holes.

(NOTE: The core drilling will be done with rotary and drilling mud fluid. On account of seepage water in the area, impractical to use air drilling methods.)

(c) See MF-103

(d) Jack S. Josey, age 38 years; B.S. degree in Petroleum Production Engineering, University of Texas, 1939; 16 years experience in exploration, core drilling, exploitation of oil and natural gas; producer of oil and gas; one year experience in uranium operations and core drilling; Vice President of Lenoir M. Josey, Inc.; Vice President of Houston Oil Well Service Company, drilling contractors.

Frank C. Roper, age 51 years; B.A. degree in geology and petroleum engineering, University of Texas, 1931; 23 years experience as independent consulting geologist in subsurface and surface geology, core drilling, oil well drilling and supervision; producer of oil; 1 year as consultant in uranium prospecting and core drilling; member American Association of Petroleum Geologists; San Angelo Geological Society; West Texas Geological Society; Houston Geological Society; and Independent Producers Association of America.
Frank C. Roper will be consultant and supervisor for this project.

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6. Estimate of costs

(a) Core drill work by independent contractor.

Estimated total footage of drilling and coring, 9,100 ft.		
6000 ft. of drilling @ $2.00 per ft.	$12,000.00	
3100 ft. of coring @ $4.00 per ft.	12,400.00	$24,400.00

(b) Labor, supervision, consultant

Geological supervisor & consultant, $1,000.00 per mo. 6 months		6,000.00

Core drill contractor to furnish all core rig labor and logging operator. This charge is included in footage contract (a) above.

(c) Operating materials and supplies

Fuel, water, supplies will be furnished by core drill contractor, included in footage contract (a) above.

(d) Operating equipment

Rental on mechanical logging unit for radioactive, self potential and resistivity logging, $750.00 per mo. for 6 mo.	$ 4,500.00	
Rental on caterpillar doser for road building to accommodate moving core drill equipment, estimate, 160 hrs. @ $12.50 per hour	2,000.00	6,500.00

(e) See MF-103

(f) New buildings, installations, improvements:

Estimated cost of temporary wooden wagon-truck bridge over Arkansas River between U. S. Highway 50 and Josey-Roper claims		2,500.00

(g) Miscellaneous:

Assays, @ $7.00 per assay for U308 and V205. Estimate of 208 samples	$ 1,456.00	
Surveying service for all core hole locations with ground elevations	1,300.00	2,756.00
		$42,156.00

(h) See MF-103

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1706-17 C & I LIFE BLDG
HOUSTON, TEXAS.

FRANK C. ROPER
210 McBURNETT BLDG.
SAN ANGELO, TEXAS.

4. (c) EXHIBIT "C"

2114 CURTIS STREET

TELEPHONE MAin 3-1852

CHARLES O. PARKER & CO.

CHEMISTS • ASSAYERS • ENGINEERS

DENVER 5 COLORADO

"URANIUM CENTER"

Folio 6393

Date 3/11/55

F C Roper
San Angelo
Texas

Jack S. Josey
1706-17 C & I Life Bld
Houston, Texas.

We hereby Certify, that the samples assayed for you gave the following results:

DESCRIPTION	URANIUM OXIDE U_3O_8	VANADIUM PENTOXIDE V_2O_5	LIME $CaCO_3$	RADIOMETRIC EQUIVALENT eU	THORIUM OXIDE ThO_2	TOTAL RARE EARTHS	COMBINED COLUMBIUM TANTALUM OXIDES
Sample 1C	0.419%	0.50%					
" 2C	0.636%	0.20%					
" 3	1.10%	0.20%					
" 4	0.93%	0.30%					

PLEASE PAY FROM THIS INVOICE AS NO OTHER STATEMENT WILL BE MAILED. THANK YOU.

Charge $ 28.00 Paid

CHARLES O. PARKER & CO.
CHEMISTS, ASSAYERS and ENGINEERS

3. (a)

EXHIBIT " A "

ABSTRACT OF TITLE

TO

Big Hole One (1), Two (2), Three (3), Four (4) and Seven (7). Big Bear One (1), Two (2), Three (3), Four (4), Five (5) and Six (6). Cactus, Zee No. One (1).

JACK S. JOSEY
1706-17 C & I LIFE BLDG.
HOUSTON, TEXAS.

FRANK C. ROPER
210 NIC BURNETT BLDG.
SAN ANGELO, TEXAS.

PREPARED BY

THE FREMONT COUNTY ABSTRACT COMPANY

Established 1886 CANON CITY, COLORADO Incorporated 1894

Member of
AMERICAN TITLE ASSOCIATION
and
COLORADO TITLE ASSOCIATION

No. 1 LOCATION CERTIFICATE

Big Hole No. 1
By
Leslie Taylor, Alan Taylor, M.N. Taylor, Jr. and M. N. Taylor

46.215

Dated Mar. 30, 1954

Recorded June 15,1954,1:45 PM

Book 338, page 219

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which corner bears N. 563 ft. from the junction of the North Fork of east gulch, with East Gulch, said junction being 4150 ft. West of the junction of East Gulch with the Arkansas River, thence South 75 deg. East 600 ft. to corner No. 2, thence North 750 ft. East 750 ft. to side center stake, thence North 15 deg. E. 750 ft. to corner No. 3, thence N. 75 deg. W. 600 ft. to corner No. 4, thence S. 15 deg. W. 750 ft. to center side stake, thence S. 15 deg. W. 750 ft. to place of beginning. Discovery cut is 750 ft. N. 15 deg. E. from South end of claim and 1313 feet N. 19 deg. E. from junction of North Fork of East Gulch with east gulch in Tp. 18 S. R. 73 W. 6th P.M.

Located Mar. 30, 1954.

- - - - - - - -

No. 2 LOCATION CERTIFICATE

Big Bear No. 6
By
Leslie Taylor, Alan Taylor M. N. Taylor, Jr. and M. N. Taylor

47.215

Dated Apr. 20, 1954

Recorded June 15,1954,1:46 PM

Book 338, page 219

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which bears S. 30 deg. E. 205 ft. from SE corner of Zingheim House, thence East 600 ft. to corner No. 2, thence North 1500 ft. to corner No. 3, thence West 600 ft. to corner No. 4, thence South 1500 ft. to place of beginning. This claim adjoins Big Bear No. 5 to the South and Big Hole No. 2 to the West.

Discovery pit is in center of Claim and Bears N. 27 deg. E. 725 ft. from SE corner of Zingheim house.

Located Apt. 20. 1954.

- - - - - - - -

Jack S. Josey
1706-17 C & I Life Bldg.
Houston, Texas.

Frank C. Roper
210 McBurnett Bldg.
San Angelo, Texas.

o. 3

LOCATION CERTIFICATE

ig Bear No. 5
By
eslie Taylor, Alan
aylor, M. N. Taylor, Jr.
. N. Taylor

46.215

Dated Apr. 20, 1954

Recorded June 15, 1954, 1:47 PM

Book 338, page 220

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which is identical with corner No. 1 of Big Bear No. 4 lode Mining Claim and Bears N. 1 deg. E. 2790 ft. from the SE corner of Zingheim House, thence east 600 ft. to corner No. 2, thence South 1500 ft. to corner No. 3, thence West 600 ft. to corner No. 4, thence North 1500 ft. to place of beginning. This claim adjoins Big Bear No. 4 Lode claim to the South and Big Hole No. 3 lode Claim to the East.

Discovery pit is in center of claim and bears N. 7 deg. E. 2100 ft. from SE corner of Zingheim House in Tp. 18 S.R. 73 W. 6th P.M.

Located Apr. 20, 1954.

- - - - - - - - - - -

No. 4

LOCATION CERTIFICATE

Big Bear No. 4
By
Leslie Taylor, Alan
Taylor, M.N. Taylor,
Jr. M. N. Taylor

46.216

Dated Apr. 20, 1954

Recorded June 15, 1954, 1:48PM

Book 338, page 220

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which corner is identical with corner No. 2 of Big Bear No. 2 lode Mining claim and bears N. 1 deg. E. 2790 ft. from SE cor. of Zingheim House, thence East 600 ft. to corner No. 2, thence North 1500 ft. to corner No. 3, thence West 600 ft. to corner No. 4, thence South 1500 ft. to place of beginning. This claim adjoins Big Bear No. 3 Lode Mining Claim to the East and lies to the West of Big Hole No. 4 Lode Mining Claim.

Discovery pit is in center of claim and bears N. 3 deg. E. 3600 ft. from Zingheim house in Tp. 18 S. R. 73 W. 6th P.M.

Located Apr. 20, 1954.

- - - - - - - - - - -

No. 5 LOCATION CERTIFICATE

Big Bear No. 3
By
Leslie Taylor, Alan
Taylor, M. N. Taylor
Jr. M. N. Taylor

46.216

Dated Apr. 20, 1954
Recorded June 15, 1954, 1:49 PM
Book 338, page 218

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which is identical with corner No. 2 of Big Bear No. 2 Lode Mining Claim and bears N. 14 deg. W. 2825 ft. from SE corner of Zingheim House, thence East 600 ft. to corner No. 2, thence North 1500 ft. to corner No. 3, thence West 600 ft. to corner No. 4, thence South 1500 ft. to place of beginning. This claim adjoins Big Bear No. 2 to the East.

Discovery pit is 400 ft. from West side line and in center of claim from North to South and bears N. 8 deg. W. 3550 ft. from Zingheim house in Tp. 18 S. R. 73. W. 6th P.M.

Located Apr. 20, 1954.

- - - - - - - - - - -

No. 6 LOCATION CERTIFICATE

Big Bear No. 2
By
Leslie Taylor, Alan
Taylor, M. N. Taylor
Jr. and M. N. Taylor

46.216

Dated Apr. 20, 1954
Recorded June 15, 1954, 1:50 PM
Book 338, page 218

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which is identical with corner No. 1 of Big Bear No. 1 lode mining claim, and bears N. 24 deg. W. from SE corner of Zingheim House 3000 ft. thence East 600 ft. to corner No. 2, thence North 1500 ft. to corner No. 3 thence West 600 ft. to corner No. 4, thence South 1500 ft. to place of beginning. This claim adjoins Big Bear No. 1 Lode Mining claim to the East.

Discovery shaft is in center of claim and bears N. 15 deg. W. 3650 ft. from Southeast corner of Zingheim House in Tp. 18 S. R. 73 W. 6th P.M.

Located Apr. 20, 1954.

- - - - - - - - - - -

No. 7

LOCATION CERTIFICATE

Big Bear No. 1
By
Leslie Taylor, Alan Taylor, Mn.N. Taylor, Jr., M. N. Taylor

46.216

Dated Apr. 20, 1954
Recorded June 15,1954, 1:51PM

Book 338, page 221

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which bears N. 24deg. W. 3000 ft. from the South east corner of the Zingheim House, thence West 600 ft. to corner No. 2, thence North 1500 ft. to corner No. 3, thence East 600 ft. to corner No. 4, thence South 1500 ft. to place of beginning.

Discovery cut is in center of claim and N. 24deg. W. 3800 ft. from the Southeast corner of Zingheim house in Tp. 18 S. R. 73 W. 6th P.M.

Located Apr. 20, 1954.

- - - - - - - - - - -

No. 8

LOCATION CERTIFICATE

Big Hole No. 4
By
Leslie Taylor, Alan Taylor, M.N. Taylor Jr., M. N. Taylor

46.216

Dated Mar. 30, 1954

Recorded June 15, 1954, 1:52 P

Book 338, page 221

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. which corner is identical with corner No. 2 of Big Hole No. 3 Lode mining claim, thence N. 1500 ft. to corner No. 2, thence West 600 ft. to corner No. 3, thence South 1500 ft. to corner No. 4, thence East 600 ft. to place of beginning; South end of this claim is identical with North end of Big Hole No. 3 claim.

Discovery cut is N. 4 deg. E. 5650 ft. from junction of North fork of east Gulch and east Gulch, said junction being 4150 ft. west of junction of East gulch and the Arkansas River in Tp. 18 S. R. 73 W. 6th P.M.

Located Mar. 30, 1954.

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LOCATION CERTIFICATE

o. 9

Dated Mar. 30, 1954
Recorded June 15, 1954, 1:53 P

ig Hole No. 3
By
eslie Taylor, Alan
aylor, M.N. Taylor
r. M. N. Taylor

46.217

Book 338, page 222

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which corner is identical with corner No. 2 of Big Hole No. 2 Lode Mining Claim, thence N. 1500 ft. to corner No. 2, thence West 600 ft. to corner No. 3, thence South 1600 ft. to corner No. 4, thence East 600 ft. to place of beginning.

Discovery cut is N. 6 deg. E. 3650 ft. from junction of North fork of East Gulch and East Gulch. Said junction being 4150 feet West of Junction of East Gulch and the Arkansas River in Tp. 18 S. R. 73 W. 6th P.M. South end of this claim adjoins North end of Big Hole No. 2 Lode Mining Claim.

Located Mar. 30, 1954.

- - - - - - - - - -

LOCATION CERTIFICATE

No. 10

Dated June 15, 1954

Big Hole No. 2
By
Leslie Taylor, Alan
Taylor, M. N. Taylor,
Jr. M. N. Taylor

Recorded June 15, 1954, 1:54 PM

46.217

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which is identical with corner No. 3 of Big Hole No. 1 lode Mining Claim, thence N. 1500 ft. to corner No. 2, thence West 600 ft. to corner No. 3, thence South 1500 ft. to corner No. 4 thence East 600 ft. to place of beginning.

Discovery cut on claim lies N. 10 deg. E. 2150 ft. from junction of North fork of East Gulch and East Gulch. Said junction being 4150 ft. West of Junction of East Gulch and The Arkansas River and in Tp. 18 S. R. 73 W. of 6th P.M.

South end of this claim adjoins North end of Big Hole No. 1 Lode Mining Claim.

Located Mar. 30, 1954.

- - - - - - - - - -

No. 11 LOCATION CERTIFICATE

Big Hole No. 7
By
Donald Higgins
Walter W. Higgins
Leslie Taylor
M. N. Taylor

46.381

Dated July 31, 1954

Recorded Aug. 20, 1954, 3:16 PM

Book 338, page 443

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at corner No. 1 which is identical with Corner No. 4 of Big Hole No. 6 and Bears N. 9 deg. E. 3650 ft. from the intersection of East Gulch and the North fork of East gulch 4150 ft. West of the confluence of East Gulch and the Arkansas River, thence East 600 ft. to corner No. 2, thence N. 750 ft. to East side center stake, thence N. 750 ft. to corner No. 3, thence West 600 ft. to corner No. 4, thence South 750 ft. to west side center stake, thence South 750 ft. to corner No. 1 the place of beginning. This claim lies adjacent to and east of Big Hole No. 3 lode claim in Tp. 18 S. R. 73 W. 6th P.M. Discovery shaft is in center of claim.

Located July 31, 1954.

- - - - - - - - - - -

No. 12 LOCATION CERTIFICATE

Zee No. 1
By
Leslie Taylor
Alan Taylor, M. N. Taylor, Jr.
and M. N. Taylor

46.569

Dated Aug. 14, 1954

Recorded Nov. 10, 1954, 11:45 AM

Book 342, page 18

Claims by right of discovery as a location and mining claim on the following described property.

Beginning at cor. No. 1 the SE cor. of claim which bears N. 10 deg. W. 1010 feet from the NW cor. of the old Zingheim house, thence N. 750 ft. to post No. 2 East side center of claim thence N. 750 ft. to post No. 3, thence NE corner of claim, thence W. 600 ft. to post No. 4 NW corner of claim, thence South 750 ft. to post No. 5, west side center of claim, thence S. 750 ft. to post No. 6, SW cor. of claim, thence East 600 ft. to place of beginning, Post No. 1 thence corner of claim. Discovery cut is 300 ft. from South end of Claim and 1200 feet from North end of claim and bears N. 21 deg. W. 1370 ft. from NW cor. of old Zingheim House in Tp. 18 S. R. 73 W. 6th P.M.

Located Aug. 14, 1954.

- - - - - - - - - - -

State of Colorado,
County of Fremont } ss.

THE FREMONT COUNTY ABSTRACT COMPANY, a Colorado Corporation, does hereby certify that it has carefully examined the title to the estate described in caption, and that the above and foregoing contained in thirteen entries and on nine sheets is a true and correct abstract of all instruments, including judgments, within six years last past, liens or tax sales, effecting said property, which appear by the records in the office of the County Clerk and Recorder of Fremont County, Colorado subsequent to A. D. at o'clock M.

IN WITNESS WHEREOF, The Fremont County Abstract Company has caused this certificate to be signed by its proper officer and its corporate seal attached, this twenty-eighth day of February A. D. 1955 at 8:00 o'clock A. M.

THE FREMONT COUNTY ABSTRACT COMPANY

By [signature] Manager.

No. 13

LOCATION CERTIFICATE

Cactus

Dated Dec. 26, 1954

By
Leslie Taylor, Alan Taylor,
M. N. Taylor, Jr. and
M. N. Taylor

47.261

Recorded Feb. 15, 1955, 1:50 PM

Book 343, page 177

Claims by right of discovery for a location and mining claim on the following described property:

Beginning at corner No. 1 the SW Corner which bears N. 82 deg. W. 401 feet from intersection of East Gulch with the North fork of East Gulch at a point 4150 west of the junction of East Gulch and the Arkansas River, thence N 15 deg E. 600 feet to Corner No. 2, thence S. 75 W East 750 feet to Northeast side center stake, thence S. 75 deg. East 750 feet to Corner No. 3, thence S. 15 deg. W. 600 feet to Corner No. 4, thence N 75 deg. W. 750 feet to Southwest side center stake, thence N. 75 deg. W. 750 feet to Corner No. 1 the place of beginning. Discovery cut bears N. 48 deg. E. 540 feet from above described intersection of East Gulch with the North fork of East Gulch. All in Tp. 18 S. R. 73 W. 6th P.M.

Located Dec. 26, 1954.

- - - - - - - - - - -

No._____

ABSTRACT OF TITLE

TO

Big Hole One (1), Two (2)
Three (3), Four (4) and
Seven (7). Big Bear One
(1), Two (2), Three (3)
Four (4), Five (5) & Six(6
Cactus, Zee No. One (1)

Complete Abstracts of Title to All Lands and Town Lots in Fremont County, Colorado

Compiled by

Fremont County Abstract Co.

Member of
AMERICAN TITLE ASSOCIATION
and
COLORADO TITLE ASSOCIATION
CANON CITY, COLORADO

Jack S. Josey
1706-17 C&I Life Bldg
Houston, Texas.

Frank C. Roper
210 McBurnett Bldg.
San Angelo, Texas.

Filed for record the 16th day of April, A. D. 19 55, at 8:30 o'clock A. M. Mary J. McDonough, Recorder

Reception No. 294744 BOOK 345 Page 207 Doris Lick, Deputy RECORDER

Fees $1.45

STATE OF COLORADO, }
County of Fremont } ss.

Know all Men by these Presents,

That M. N. Taylor and Leslie Taylor

the undersigned, have, this 23rd day of March, 1955, located and claimed, and by these presents do locate and claim, by right of discovery and location, in compliance with the Mining Acts of Congress, approved May 10, 1872, and all subsequent acts, and with local customs, laws and regulations 1500 linear feet and horizontal measurement on the Cactus No. 1 Lode, vein, ledge or deposit, along the vein thereof, with all its dips, angles and variations, as allowed by law, together with 300 feet on the West side, and 300 feet on the EAst side of the middle of said vein, at the surface, so far as can be determined from present developments; and all veins, lodes, ledges or deposits and surface ground within the lines of said claim, 750 feet running S. 8° 30' W. from Point of discovery and 750 feet running N. 8° 30' E from Point of discovery; said discovery Point being situated upon said lode, vein, ledge or deposit, and within the lines of said claim, in Texas Creek Mining District, County of Fremont and State of Colorado, described by metes and bounds as follows, to-wit:

Beginning at corner No. 1 Thence, N. 8° 30' E. 1500 Ft to corner No. 2, being the N. E. Cor. of Cactus No. 1 and NW. Cor. of Big Hole No. 1; Thence N. 81° 30' W. 600 Ft. to corner No. 3, being NW. Cor. Cactus No. 1 and SW Cor. of Big Bear No. 6; Thence, S. 8° 30' E. 1500 Ft. to Cor. No. 4 of Cactus No. 1, being SW. Cor: Thence, N. 81° 30' E. 600' to point of beginning, and situated in T-18-S, R-73-W. of 6th Principal Meridian.

The S.E. Cor. of this claim is located N. 34° 26' W. 4168.1 Ft. from large rock on S. Bank of Arkansas River approx. 325 Ft. S. E. of Echo water tank on the D & R. G. W. Railroad.

Said lode was discovered on the 23rd day of Mar. A. D. 19 55

ATTEST:

Bernice Morelli

Date of location Mar. 24 A. D. 19 55

Date of Certificate A. D. 19.....

M. N. Taylor Seal

Leslie Taylor Seal

Seal

Seal

Seal

Seal

827-A-P LOCATION CERTIFICATE—Lode Claim—Out West Printing and Stationery Co., Colorado Springs, Colo.

3. (a)

EXHIBIT "A"

JACK S. JOSEY
1706-17 C & I LIFE BLDG
HOUSTON, TEX.

FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS.

Department of the Interior
Defense Minerals Administration
APR 2 2 1951

Filed for record March 18, 1955 at 8:07 A. M. Mary J. McDonough, Recorder
No. 293944 Book 344 Page 376 Fees$9.75 MAYME MORRISON, Deputy

MINING LEASE.

THIS AGREEMENT, Made and entered into this 24th day of February, A. D. 1955, by and between LESLIE TAYLOR, WALTER HIGGINS, DONALD HIGGINS, M. N. TAYLOR and ALAN TAYLOR, all of the County of Fremont and State of Colorado, and M. N. TAYLOR, Jr., of the City and County of Denver, State of Colorado, hereinafter called Lessors and GORDON TOLLIVER and C. C. ROBISON, both of the County of Socorro, State of New Mexico, hereinafter called Lessees.

WHEREAS, the said Lessors are the owners of record of those certain Lode Mining Claim, as hereinafter designated, and

WHEREAS, the said Lessors are willing to grant a lease, and the said Lessees are willing to accept a lease, as is hereinafter provided.

NOW, THEREFORE, Lessors for and in consideration of FIVE HUNDRED ($500.00) Dollars, as down payment and advance royalty to cover a period of One Hundred Twenty (120) days ending on the 24th day of June, 1955, and if extended beyond such date, for the payment of minimum royalty each and every month thereafter, so long as this lease agreement remains in effect, and in further consideration of the covenants, terms and conditions hereinafter mentioned, to be kept and performed by the Lessees, their successors and assigns, have demised and leased to the Lessees, the right and privilege of mining for, and taking therefrom, all minerals, either radio-active, or otherwise, and all other materials of value that can be removed in the process of mining or quarrying and processing the same, from those certain tracts or parcels of land, Lode Mining Claims, hereinafter described, lying and being in the County of Fremont and State of Colorado, to-wit:

Big Hole Lode Mining Claim No. 1;
Big Hole Lode Mining Claim No. 2;
Big Hole Lode Mining Claim No. 3;
Big Hole Lode Mining Claim No. 4;
Big Hole Lode Mining Claim No. 5;

Big Bear Lode Mining Claim No. 1;
Big Bear Lode Mining Claim No. 2;
Big Bear Lode Mining Claim No. 3;
Big Bear Lode Mining Claim No. 4;
Big Bear Lode Mining Claim No. 5;
Big Bear Lode Mining Claim No. 6.

Cactus Lode Mining Claim.

Lode Mining Claim.

M.N.T. Jr.
D.J.
C.C.R.
L.T.
A.T.
M.N.T.
W.W.H.
O.O.R.

M.N.T. Jr.
D.J.
C.C.R.
L.T.
A.T.
M.N.T.
W.W.H.
O.O.R.

3. (d)
EXHIBIT "B"

Jack S. Josey
1706-17 C & I Life Bldg.
Houston Tex.

Frank C Roper
210 McBurnett Bldg.
San Angelo, Texas

DEPARTMENT OF THE INTERIOR
Bureau of Mineral Administration
DENVER
APR 22 1955

All of the within described Lode Mining Claims, 13 in number, being located in the Texas Creek Mining District, in the County of Fremont and State of Colorado. Reference is hereby made to Location Certificates of the said Lode Mining Claims, as are recorded in the office of the County Clerk and Recorder of the County of Fremont and State of Colorado, for descriptions thereof.

TO HAVE AND TO HOLD, the within designated Lode Mining Claims, tracts or parcels of land, with appurtenances, unto the Lessees and to their heirs, assigns, successors or legal representatives of the said Lessees from the 24th day of February, 1955, for the full term of Three (3) Years, with a continuing right to renew this lease for an additional term of Three (3) Years, and a continuing right of renewal every Three (3) Years thereafter, so long as the minerals or materials hereinabove designated, or non-metallic materials, of value, are being produced in paying quantities from said premises and the royalties herein provided for are being paid and SUBJECT to all of the terms, conditions and agreements, as herein provided.

Lessees are hereby given, at their option, and at their cost and expense, the right and privilege, for a period of One Hundred Twenty (120) days, from the 24th day of February, 1955, to the 24th day of June, 1955, for the purpose of prospecting the same for valuable minerals, metallic or non-metallic, or rock or any other material of value, and such prospecting shall be in any manner desired by said Lessees, as they may elect to use, to best determine the value of said property.

That in the event said Lessees desire to continue operations under this lease agreement, after said period of One Hundred Twenty (120) days, then and in that event they shall pay nimimum royalty in the sum of Five Hundred ($500.00) Dollars per month and thereafter, payable on or before the 15th day of each succeeding month during the period of this lease, and it is provided further that the payment herein expressed, to-wit, the sum of Five Hundred ($500.00) Dollars paid, shall cover all royalty due from said Lessees, as to the ore removed and shipped, for the One Hundred Twenty (120) day period mentioned herein.

In consideration of this agreement and the right to hold, occupy, mine, work, drill and otherwise develop, the within described premises, and to market the products thereof, the Lessees promise and agree to pay the Lessors, the following royalty:

Jack S. Josey
1706-17 C & I Life Bldg.
Houston Texas

Frank C Pope
210 McBurnett Bldg.
San angelo Texas

a. An amount equal to 10% of the gross value of all ore shipped and delivered to the mill or plant at which sold, of all minerals and materials which have been, or may hereafter be, determined to be essential in the operation of said premises and the gross value herein referred to, shall be value as paid by the mill without any charges or costs deducted, and all payments of royalty, shall be made and shall apply to, any bonuses or other support money received by the Lessees on any mineral produced, shipped, sold and milled from said described premises.

b. The minimum royalty of Five Hundred ($500.00) Dollars per month, commencing at the expiration of One Hundred Twenty (120) days from date hereof, shall be due and payable monthly, but in the event that royalty in excess of Five Hundred ($500.00) Dollars be paid in any one month during the calendar year, the credit shall be given for any other month during the same calendar year, but not thereafter.

Lessees covenant and agreed, that they will commence work on the within described premises within ten (10) days from the date hereof, and shall work as they desire to determine within the period of 120 days, the value of said minerals and materials found, in, on or about the within described premises, but in no event shall the period of time be extended for such exploratory work, as may be desired, beyond said period, unless a further sum of Five Hundred ($500.00) Dollars shall be made, and which said payment shall be for a period of Thirty (30) days thereafter.

The Lessees further agree to hold the Lessors harmless for any and all manner of claims arising, or to arise, from the operation of said leased premises by lessees and this shall be a continuing obligation during the period of this lease, and after the expiration of this lease, if any such damage should be the result of operations conducted on said described premises.

In the event that the Lessees shall do any drilling of any kind whatsoever, an accurate log thereof shall be kept, and such information as may be obtained, shall be given unto the Lessors at their request.

It is expressly understood and agreed that the said Lessees shall have the full power and authority, without consent of said Lessors, to assign or sublet the within described premises, as they may see fit.

Jack L. Josey
1706-17 C & I Life Bldg.
Houston Texas

Frank C Roper
210 McBurnett Bldg.
San Angelo, Texas

The Lessees, before commencing work, under the provisions of this lease, or subleasing, contracting or sub-contracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at all times, keep such compensation insurance in full force and effect, and shall furnish the Lessors, with premium receipts or other satisfactory evidence of Lessees' compliance with this requirement, and a failure of the Lessees strictly to comply with this requirement, shall subject this lease to cancellation at the option of the Lessors.

Lessees shall pay all taxes lawfully assessed on property belonging to them and located on the leased premises, and in the event of the within described tracts or parcels of land being patented prior to the expiration or cancellation of this agreement, then taxes thereon shall be in proportion, as to increase only, incident to production of minerals or materials on said described premises in the percentage as herein indicated, as being owned by parties hereto.

It is expressly understood and agreed that Leslie Taylor and M. N. Taylor, shall be agents for the Lessors herein named, and all notices and other requirements incident to this agreement, shall be mailed to said persons at their address, now known as Texas Creek, Colorado.

It is agreed that if for any reason the Lessees shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of Thirty (30) days, after service of written notice thereof, upon the Lessees, by the Lessors, or their agents, as herein constituted, the Lessors shall have the right to declare this lease forfeited and to enter on to the leased premises, or any part thereof, either with or without, process of law and to expel, remove and put out the Lessees, or any persons occupying the premises, using such force as may be necessary so to do.

In the event of the termination of this lease, by reason of breach of covenants herein contained, the Lessees shall surrender and peaceably deliver up to the Lessors, the above described premies and shall leave said premises in good mining condition.

Jack S. Josey
1706-17 C & I Life Bldg.
Houston Tex.

Frank C Raper
210 McBurnett Bldg.
San Angelo, Texas

If, upon termination of this lease for any reason, whether by surrender, forfeiture, or expiration of term, or otherwise, Lessees shall not have fully complied with the terms of this lease, Lessors shall hold and retain possession of the property and equipment of Lessees, as security, unto the Lessors for the payment of royalties due them, or to protect them against liens or to indemnify them against any loss or damage sustained by them by reason of the default of the Lessees and for which purpose Lessors are hereby given a lien upon all of such property and equipment, which lien shall attach as the same is placed upon the premises.

Upon the termination of this lease, for any cause, if the Lessees shall remain in possession of said premises, they shall be guilty of an unlawful detainer, under the statutes, in such case made and provided and they shall be subject to all the conditions and provisions thereof.

The benefits and obligations of this lease shall extend to, and be binding upon, the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, and have hereunto set their hands and seals, as of the day and year first above written.

Leslie Taylor
Leslie Taylor
and
Walter Higgins
Walter Higgins
and
Donald Higgins
Donald Higgins
and
M. N. Taylor
M. N. Taylor
and
Alan Taylor
Alan Taylor
and
M. N. Taylor, Jr.
M. N. Taylor Jr.
Lessors

Gordon Tolliver
Gordon Tolliver
and
C. C. Robison
C. C. Robison
Lessees.

Jack S. Josey
1706-17 C & I Life Bldg.
Houston Texas.

Frank C Pope
210 McBurnett Bldg.
San angelo, Tex.

STATE OF COLORADO,
ss.
County of Fremont.

I, Elvira N. Brown, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that LESLIE TAYLOR, ~~WALTER HIGGINS~~, DONALD HIGGINS, M. N. TAYLOR and ALAN TAYLOR, who are personally known to me to be the persons whose names are subscribed to the annexed "Mining Lease", appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 1st day ~~February~~ March, A. D. 1955.

My commission expires, Oct 17, 1956

Elvira N. Brown
Notary Public.

STATE OF COLORADO,
City and
ss.
County of Denver.

I, John E. Squire, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that M. N. TAYLOR, Jr., who is personally known to me to be the person whose name is subscribed to the annexed "Mining Lease", appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 2nd day ~~February~~ March, A. D. 1955.

My commission expires,

Commission expires November 6, 1955

John E. Squire
Notary Public.

Jack S. Josey
1706-17 C & I Life Bldg.
Houston Texas

Frank C Ropes
210 McBurnett Bldg.
San Angelo, Texas

DEPARTMENT OF THE INTERIOR
Bureau Minerals Administration
RECEIVED
JUN 2 2 1953

STATE OF COLORADO,
ss.
County of Fremont.

I, Viola B. Spoerhase, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that GORDON TOLLIVER and C. C. ROBISON, who are personally known to me to be the persons whose names are subscribed to the annexed "Mining Lease" appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 24th day of February, A. D. 1955.

My commission expires, September 11, 1957.

Viola B. Spoerhase
Notary Public.

STATE OF COLORADO,
ss

County of Fremont.

I, Dorothy McCrory, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Walter Higgins, who is personally known to me to be the person whose name is subscribed to the annexed "Mining Lease appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 1st day of March, A.D. 1955.

My commission expires 5/22/58

Dorothy McCrory
Notary Public

Jack S. Josey
1706-17 C & I Life Bldg.
Houston Texas

Frank C Roper
210 McBurnett Bldg.
~~Houston~~ San Angelo, Texas

DEPARTMENT OF THE INTERIOR
Bureau Mineral's Administration
[illegible]
[illegible] 22 1958

Bureau Minerals Administration
RECEIVED
2 2

ASSIGNMENT

M. N. Taylor et al

TO

C. C. Robison & Gordon Tolliver

293944

STATE OF COLORADO)
COUNTY OF FREMONT) ss. I hereby certify that this instrument was filed for record in my office Mar. 18 1965, at 8 o'clock A.M. and duly recorded in Book 344 Page 376

Mary J. McDonald
Recorder

By Wayne Norman Deputy

$ 9.75

When recorded return to:

Frank C. Roper
P. O. Box 1185
San Angelo, Texas.

MINING LEASE

THIS AGREEMENT, Made and entered into this 24th day of March, A. D. 1955, by and between M. N. TAYLOR and LESLIE TAYLOR, of Fremont County, Colorado, hereinafter called Lessors, and GORDON TOLLIVER and C. C. ROBISON, both of the County of Socorro, State of New Mexico, hereinafter called Lessees, WITNESSETH:

WHEREAS, the said Lessors are the owners of record of a certain Lode Mining Claim, as hereinafter designated, and

WHEREAS, the said Lessors are willing to grant a lease, and the said Lessees are willing to accept a lease, as in hereinafter provided.

NOW, THEREFORE, Lessors for and in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, and in further consideration of the covenants, terms and conditions hereinafter mentioned, to be kept and performed by the Lessees, their successors and assigns, have demised and leased to the Lessees, the right and privilege of mining for, and taking therefrom, all minerals, either radio-active, or otherwise, and all other materials of value that can be removed in the process of mining or quarrying and processing the same, from those certain tracts or parcels of land, Lode Mining Claims, hereinafter described, lying and being in the County of Fremont and State of Colorado, to-wit:

Cactus #1 Lode Mining Claim

The within described Lode Mining Claim, being located in the Texas Creek Mining District, in the County of Fremont and State of Colorado. Reference is hereby made to Location Certificate of the said Lode Mining Claim, as are recorded in the office of the County Clerk and Recorder of the County of Fremont and State of Colorado for descriptions thereof.

TO HAVE AND TO HOLD, the within designated Lode Mining Claim, tract or parcel of land, with appurtenances unto the Lessees and to their heirs, assigns, successors or legal representatives of the said Lessees from the 24th day of March, A. D. 1955, for the full term of Three (3) years, with a continuing right to renew this lease for an additional term of Three (3) years, and a continuing right of renewal every Three (3) years thereafter, said renewal to be automatic, so long as the minerals or materials hereinabove designated, or non-metallic materials of value, are being produced in paying quantities from said premisis and the royalties herein provided for are being paid and subject to all of the terms, conditions and agreements, as herein provided.

In consideration of this agreement and the right to hold, occupy, mine work, drill and otherwise develop, the within described premises, and to market the products thereof, the Lessees promise and agree to pay the Lessors, the following royalty:

a. An amount equal to 10% of the gross value of all ore shipped and delivered to the mill or plant at which sold, of all minerals and materials which have been, or may hereafter be, determined to be essential in the operation of said premises and the gross value herein referred to, shall be value as paid by the mill without any charges or costs deducted, and all payments of royalty, shall be made and shall apply to, any bonuses or other support money received by the Lessees on any mineral produced, shipped, sold and milled from said described premises.

The Lessees further agree to hold the Lessors harmless for any and all manner of claims arising, or to arise, from the operation of said leased premises by lessees and this shall be a continuing obligation during the period of this lease, and after the expiration of the lease, if any such damage should be the result of operations conducted on said described premise

Jack S. Josey
1706-17 C&I Life Bldg.
Houston, Texas.

Frank C. Roper
210 McBurnett Bldg.
San Angelo, Texas.

In the event that the Lessees shall do any drilling of any kind whatsoever, an accurate log thereof shall be kept, and such information as may be obtained, shall be given unto the Lessors at their request.

It is the expressly understood and agreed that the said Lessees shall have the full power and authority, without consent of said Lessors, to assign or sublet the within described premises, as they may see fit.

The Lessees, before commencing work, under the provisions of this lease, or subleasing, contracting, or sub-contracting any of the work, shall procure Workmen's Compensation Insurance, as required by the Workmen's Compensation Act of Colorado, and shall at all times, keep such compensation insurance in full force and effect, and shall furnish the Lessors, with premium receipts or other satisfactory evidence of of Lessees' compliance with this requirement, and a failure of the Lessees strictly to comply with this requirement, shall subject this lease to cancellation at the option of the Lessors.

Lessees shall pay all taxes lawfully assessed on property belonging to them and located on the leased premises, and in the event of the within described tract or parcel of land being patented prior to the expiration or cancellation of this aggreement, then taxes thereon shall be in proportion, as to increase only, incident to production of minerals or materials, on said described premises in the percentage as herein indicated, as being owned by parties hereto.

It is expressly understood and agreed that Leslie Taylor and M. N. Taylor, shall be agents for the Lessors herein named, and all notices and other requirements incident to this agreement, shall be mailed to said persons at their address, now known as Texas Creek, Colorado.

It is agreed that if for any reason the Lessees shall fail to keep each and every one of the covenants herein, and such default shall continue for a period of Thirty (30) days, after service of written notice thereof, upon the Lessees, by the Lessors, or their agents, as herein constituted, the Lessors shall have the right to declare this lease forfeited and to enter on the leased premises, or any part thereof, either with or without, precess of law and to expel, remove and put out the Lessees, or any persons occupying the premises, using such force as may be necessary so to do.

In the event of the termination of the lease, by reason of breach of covenants herein contained, the Lessees shall surrender and peaceably deliver up to the Lessors, the above described premises and shall leave said premises in good mining condition.

If, upon termination of this lease for any reason, whether by surrender, forfeiture, or expiration of term or otherwise, Lessees shall not have fully complied with the terms of this lease, Lessors shall hold and retain possession of the property and equipment of Lessees, as security, unto the Lessors for the payment of royalties due them, or to protect them against liens or to indemnify them against any loss or damage sustained by them by reason of the default of the Lessees and for which purpose Lessors are hereby given a lien upon all of such property and equipment which lien shall attach as the same is placed upon the premises.

Upon the termination of this lease, for any casue, if the Lessees shall remain in possession of said premises, they shall be guilty of an unlawful detainer, under the statutes, in such case made and provided and they shall be subject to all the conditions and provisions thereof.

The benefits and obligations of this lease shall extend to, and be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

Jack S. Josey
1706-17 C & I Life Bldg.
Houston, Texas

Frank C. Roper
210 McBurnett Bldg
San Angelo, Texas.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in quadruplicate, and have hereunto set their hands and seals, as of the day and year first above written.

M. N. Taylor
(M. N. Taylor)

Leslie Taylor
(Leslie Taylor)

LESSORS

Gordon Tolliver
(Gordon Tolliver)

C C Robison
(C. C. Robison)

LESSEES

STATE OF COLORADO)
Chaffee SS
COUNTY OF ~~FREMONT~~)

I, James W. Winters, a Notary Public, in and for said County, ~~in the~~ State aforesaid, do hereby certify that M. N. TAYLOR and LESLIE TAYLOR who are personally know to me to be the persons whose names are subscribed to the annexed "Mining Lease" appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as theri free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, The 15th day of April, A. D. 1955.

James W. Winters
Notary Public

My commission expires: My Commission expires March 11, 1958

STATE OF COLORADO)
) SS
COUNTY OF FREMONT)

I, Amy Del Monte, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that GORDON TOLLIVER and C. C. ROBISON, who are personally know to me to be the persons whose names are subscribed to the annexed "Mining Lease" appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 17 day of April A. D. 1955

Amy Del Monte
Notary Public

My commission expires: Jan 19. 1956

JACK S. JOSEY
1706-17 C&I LIFE BLDG
HOUSTON, TEXAS

FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS

DEPARTMENT OF THE INTERIOR
Land Management Administration
RECEIVED
APR 22 1955

Filed for record March 21, 1955 at 8:03 A. M. Mary J. McDonough, Recorder
No. 294084 Book 344 Page 489 Fees $4.15 MAYME MORRISON, Deputy

ASSIGNMENT OF MINING LEASE

AND

AGREEMENT FOR OPERATION

THIS ASSIGNMENT AND AGREEMENT entered into this 7th day of March, A. D. 1955, by and between GORDON TOLLIVER and C. C. ROBISON, parties of the first part, hereinafter referred to as assignors, and JACK S. JOSEY and FRANK C. ROPER, parties of the second part, hereinafter referred to as assignees, witnesseth:

THAT WHEREAS, the assignors are lessees in that certain mining lease entered into by and between LESLIE TAYLOR, WALTER HIGGINS, DONALD HIGGINS, M. N. TAYLOR, ALAN TAYLOR, and M. N. TAYLOR, JR., of Fremont County, Colorado, and the said GORDON TOLLIVER and C. C. ROBISON, of the County of Socorro, State of New Mexico, and concerning certain tracts or parcels of land or Lode Mining Claims described lying and being in the County of Fremont, State of Colorado, to-wit:

Big Hole Lode Mining Claim No. 1;
Big Hole Lode Mining Claim No. 2;
Big Hole Lode Mining Claim No. 3;
Big Hole Lode Mining Claim No. 4;
Big Hole Lode Mining Claim No. 7;

Big Bear Lode Mining Claim No. 1;
Big Bear Lode Mining Claim No. 2;
Big Bear Lode Mining Claim No. 3;
Big Bear Lode Mining Claim No. 4;
Big Bear Lode Mining Claim No. 5;
Big Bear Lode Mining Claim No. 6;

Cactus Lode Mining Claim.
Zee No. One Lode Mining Claim.

3. (d)
EXHIBIT "B"

WHEREAS, it is the intention of the parties to this agreement that the lease on these Claims be assigned to assignees hereinabove named for the purpose of exploring and operating the same.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto and the assignors do by these presents assign all their right, title and interest in and to all mining rights by them derived in, through and by each and every lease made to them of said Mining Claims for the sum of Ten Dollars and other valuable consideration, including the agreement

JACK S. JOSEY
1706-17 C & I LIFE BLDG
HOUSTON, TEXAS

FRANK C. ROPER
210 MCBURNETT BLDG
SAN ANGELO, TEXAS.

hereinafter enumerated to pay to the assignors certain royalties, and it is agreed that from and after the signing of this agreement the lessees shall be entitled to immediate possession of the premises described in the lease above referred to.

IT IS AGREED that assignees shall take title to any proceeds from this agreement or the operation of the Mining Claims in the following proportions, to-wit:

Seven-eights to Jack S. Josey and One-eighth to Frank C. Roper.

IT IS FURTHER AGREED, and assignees herein agree for themselves, their successors and assigns to pay to assignors from the operations upon said Mining Claims a three percent (3%) royalty ~~or~~ being an amount equal to three percent (3%) of the gross value of all ore shipped and delivered to the mill or plant at which sold, of all minerals and materials taken from properties covered by the lease above referred to, which said value shall be arrived at as paid by the mill without any charges or costs deducted, and all payments of royalties shall be made and shall apply as consideration in addition to that hereinabove described for the assignment of the lease referred to.

IT IS AGREED FURTHER that assignors shall by letter or other written instrument designate a depository or place of payment to which the royalty above mentioned may be paid or sent by the assignees. Payment to said depository for the benefit of the assignors shall amount to payment to assignors.

Assignees agree that they will, to the best of their ability, carry out the terms of the lease herein assigned to them and protect assignors from any liability thereon, but that the assignees herein shall not be liable in the event of eventual forfeiture of the lease for any damages therefor to assignors for failure to carry on operations on said Claims, but that the assignees shall carry out the covenants and agreements mentioned in the lease above referred to and protect the assignors from any liability on account of operations on said premises, and that assignees

JACK S. JOSEY
1706-17 C & I LIFE BLDG
HOUSTON TEXAS

FRANK C. ROPER
210 MC BURNETT BLDG
SAN ANGELO, TEXAS

will perform those conditions and covenants mentioned in said lease to be performed by the lessees pursuant to said lease and hold assignors harmless on account of any breach thereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the assignees shall have full power and authority without the consent of said above mentioned assignors to further assign or sublet their rights or any portion thereof under this agreement or the lease above mentioned and herein assigned as the assignees may see fit.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event taxes shall be levied upon the ores taken from the premises, that assignors shall stand their proportionate share of said taxes, to-wit: three percent (3%) of the same.

IT IS FURTHER AGREED that this agreement shall be binding upon and inure to the benefit of the assignees, successors, or heirs or legal representatives of the various parties hereto.

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

Gordon Tolliver
Gordon Tolliver, Assignor

C C Robison
C. C. Robison, Assignor

Jack S. Josey, Assignee

Frank C Roper

39084

STATE OF TEXAS } ss. I hereby certify th
COUNTY OF [illegible] } ss. instrument was filed for record in my off
Mar. 21, 1955, at 8 o'clock A.M.
and was duly recorded in Book 274 Page 489
Mary Louise Morrison Recorder
Deputy

Frank C Roper
P O Box 1186
San Angelo, Texas

Jack S. Josey
1706 Petroleum Bldg
Houston, Texas

JACK S. JOSEY
1706-17 C & I LIFE BLDG
HOUSTON, TEX.

FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS.

DEPARTMENT OF THE INTERIOR
Indian Claims Commission
RECEIVED
JUL 22 1958

ASSIGNMENT OF MINING LEASE

AND

AGREEMENT FOR OPERATION

THIS ASSIGNMENT AND AGREEMENT entered into this 25th day of March, A. D. 1955, by and between GORDON TOLLIVER and C. C. ROBISON, parties of the first part, hereinafter referred to as assignors, and JACK S. JOSEY and FRANK C. ROPER, parties of the second part, hereinafter referred to as assignees, witnesseth :

THAT WHEREAS, the assignors are lessees in that certain mining lease entered into by and between Leslie Taylor and M. N. Taylor, of Fremont County, Colorado, and the said Gordon Tolliver and C. C. Robison, of the County of Socorro, State of New Mexico, and concerning a certain tract or parcel of land or Lode Mining Claim described lying and being in the County of Fremont, State of Colorado, to-wit:

CACTUS NO. 1 LODE MINING CLAIM.

WHEREAS, it is the intention of the parties to this agreement that the lease on this claim be assigned to the assignees hereinabove named for the purpose of exploring and operating the same.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto and the assignors do by these presents assign all their right, title and interest in and to all mining rights by them derived in, through and by the lease made to them of said mining claims for the sum of Ten Dollars and other valuable consideration, including the agreement hereinafter enumerated to pay to the assignors certain royalties and it is agreed that from and after the signing of this agreement the lessees shall be entitled to immediate possession of the premises described in the lease above referred to.

IT IS AGREED that assignees shall take title to any proceeds from this agreement or the operation of this mining claim in the following proportions, to-wit:

Seven-eights to Jack S. Josey and One-eighth to Frank C. Roper.

JACK S. JOSEY
1706-17 C&I LIFE BLDG.
HOUSTON, TEXAS

FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS.

IT IS FURTHER AGREED, and assignees herein agree for themselves, their successors and assigns to pay to assignors from the operations upon said mining claim a three per cent (3%) royalty being an amount equal to three percent (3%) of the gross value of all ore shipped and delivered to the mill or plant at which sold of all minerals and materials taken from property covered by the lease above referred to, which said value shall be arrived at as paid by the mill without any changes or costs deducted, and all payments of royalties shall be made and shall apply as consideration in addition to that hereinabove described for the assignment of the lease referred to.

IT IS AGREED FURTHER that assignors shall by letter or other written instrument designate a depository or place of payment to which the royalty above mentioned may be paid or sent by the assignees. Payment to said depository for the benefit of the assignors shall amount to payment to assignors.

Assignees agree that they will, to the best of their ability, carry out the terms of the lease herein assigned to them and protect assignors from any liability thereon, but that the assignees herein shall not be liable in the event of eventual forfeiture of the lease for any damages therefor to assignors for failure to carry on operations on said claim, but that the assignees shall carry out the covenants and agreements mentioned in the lease above referred to and protect the assignors from any liability on account of operations on said premises, and that assignees will perform those conditions and covenants mentioned in said lease to be performed by lessees pursuant to said lease and hold assignors harmless on account of any breach thereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the assignees shall have full power and authority without the consent of said above mentioned assignors to further assign or sublet their rights or any portion thereof under this agreement or the lease above mentioned and herein assigned as the assignees may see fit.

JACK S. JOSEY
1706-17 C&I LIFE BLDG.
HOUSTON, TEXAS

FRANK C. ROPER
210 McBURNETT BLDG.
SAN ANGELO TEXAS.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event taxes shall be levied upon the ores taken from the premises, that assignors shall stand their proportionate share of said taxes, to-wit: three percent (3%) of the same.

IT IS FURTHER AGREED that this agreement shall be binding upon and inure to the benefit of the assignees, successors, or heirs or legal representatives of the various parties hereto.

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

Gordon Tolliver
Gordon Tolliver, Assignor

C C Robison
C. C. Robison, Assignor

Jack S. Josey By: Frank C Roper
Jack S. Josey, Assignee

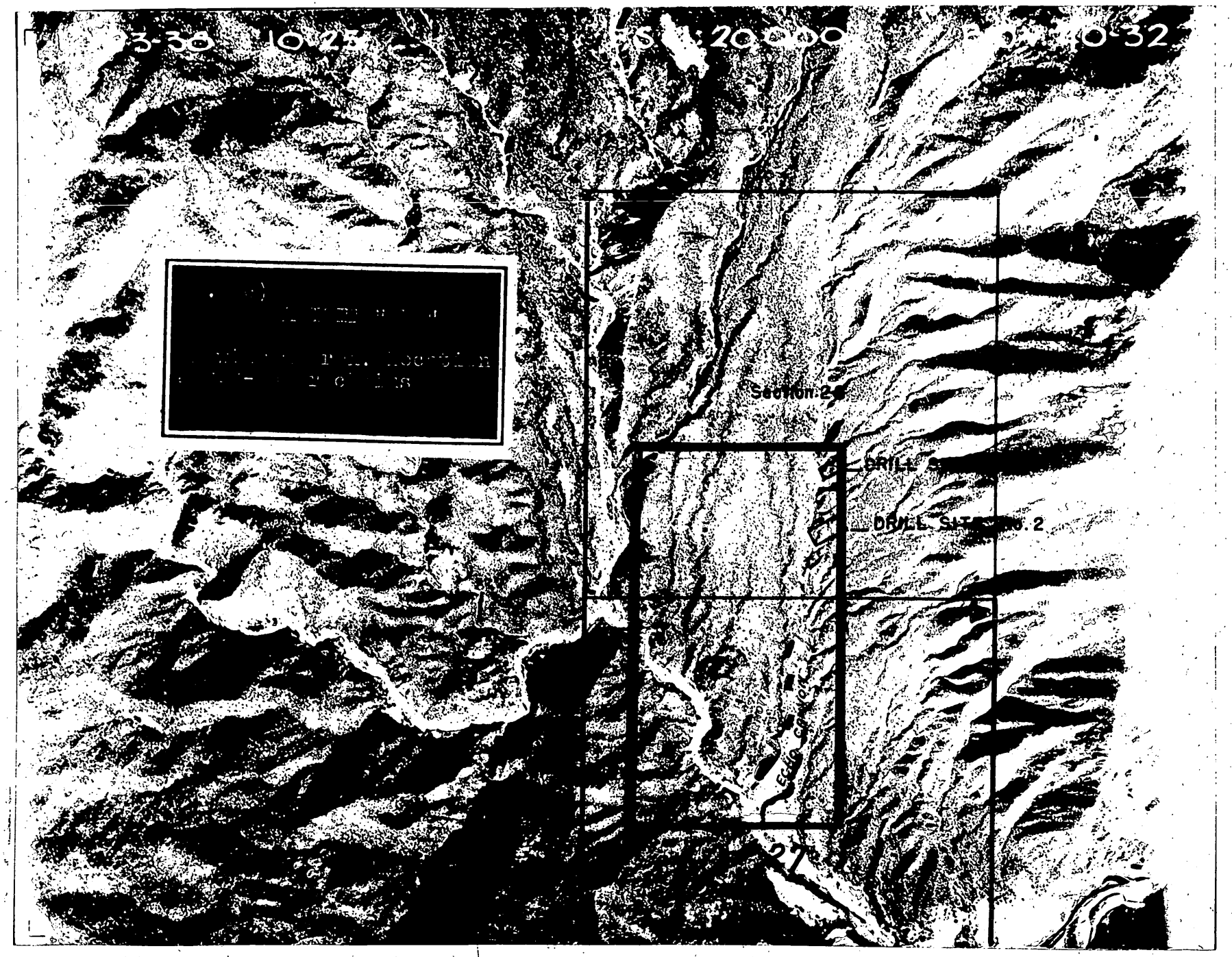
Frank C Roper
Frank C. Roper, Assignee

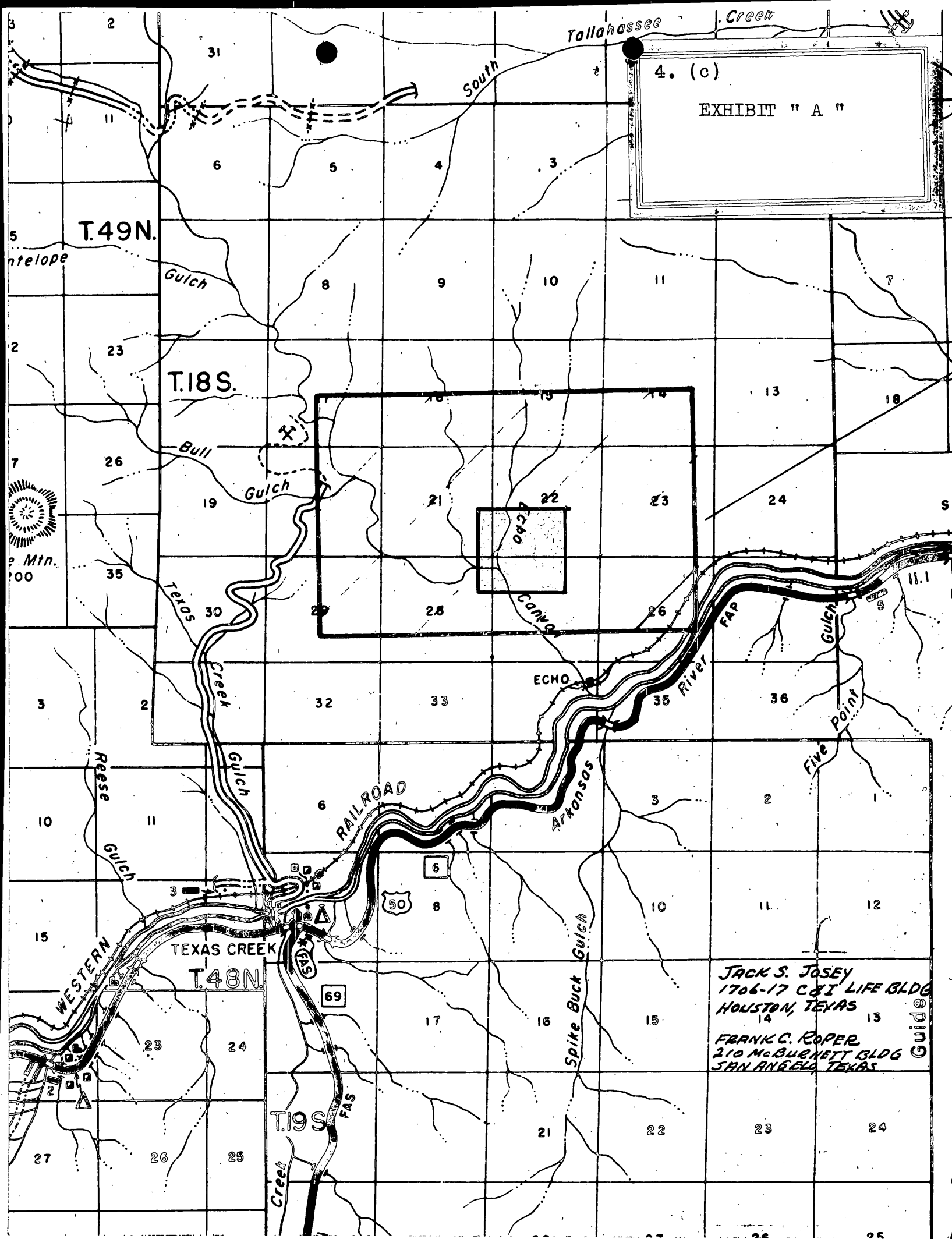
JACK S. JOSEY
1706-17 C & I LIFE BLDG.
HOUSTON, TEXAS.

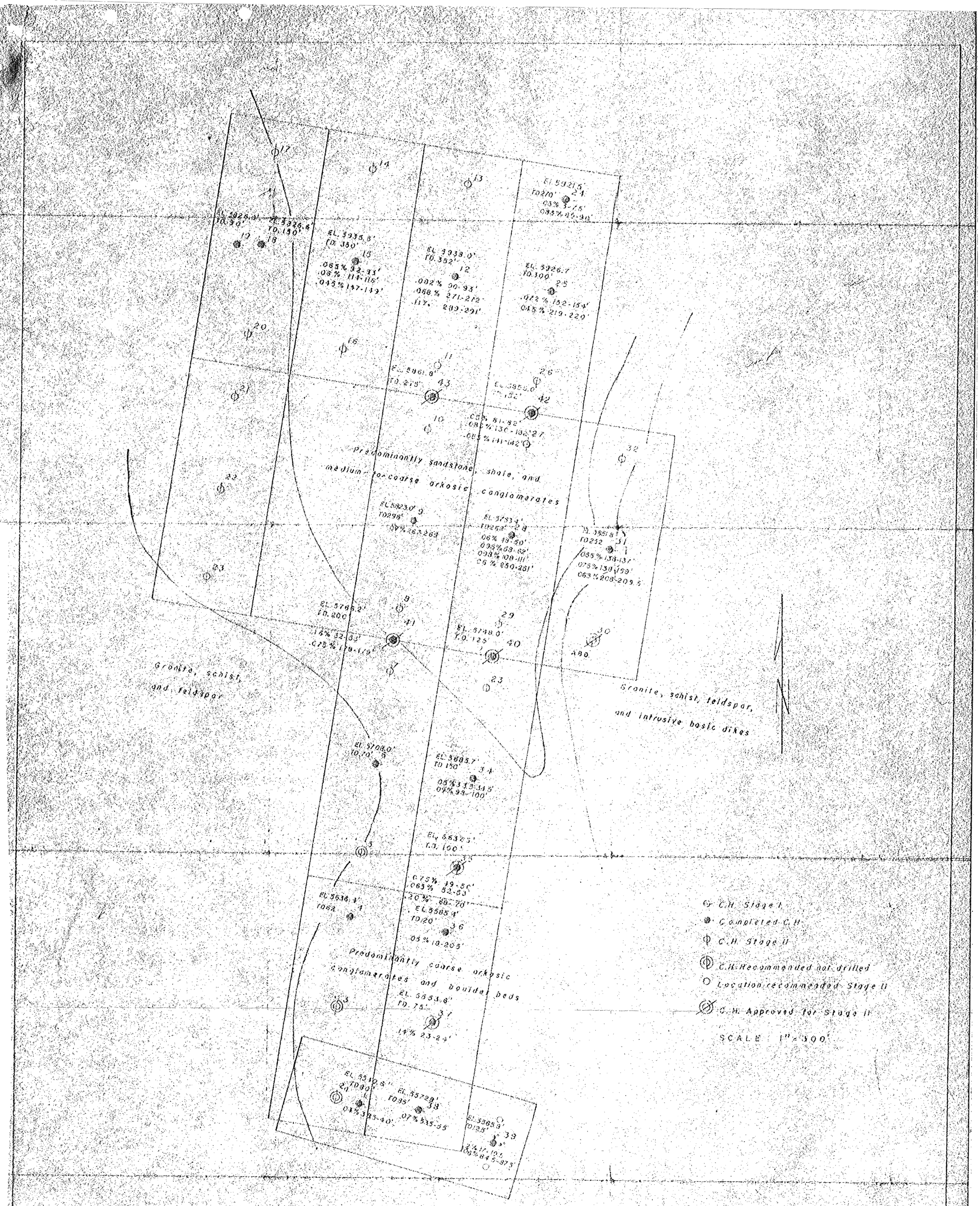
FRANK C. ROPER
210 McBURNETT BLDG.
SAN ANGELO, TEXAS

JACK S. JOSEY
1706-17 C & I LIFE BLDG.
HOUSTON, TEXAS

FRANK C. ROPER
210 McBURNETT BLDG.
SAN ANGELO, TEXAS




4. (c)
EXHIBIT " A "
Tallahassee
Creek
South
T.49N.
Antelope
Gulch
T.18S.
Bull
Gulch
Mtn.
Texas
Creek
Gulch
Reese
Gulch
Canyon
Echo
ECHO
River
Arkansas
FAP
Gulch
Five
Point
RAILROAD
WESTERN
TEXAS CREEK
T.48N.
FAS
69
50
6
Spike Buck Gulch
T.19S
FAS
Creek
JACK S. JOSEY
1706-17 C&I LIFE BLDG
HOUSTON, TEXAS
FRANK C. ROPER
210 McBURNETT BLDG
SAN ANGELO, TEXAS
Guide



JOSEY-ROPER PROJECT

BIG HOLE AREA

FREMONT COUNTY, COLORADO

Jack O. Fitzell
6-10-56
8-15-56
9-3-56
9-17-56

MARINE EXPLORATION CO.

5115 Westheimer Rd.
HOUSTON 19, TEXAS

COMPANY Josey-Roper

CORE HOLE No. 35A

CLAIM No. Big Hole #2

LOCATION Big Hole Area

SECTION _____ TOWNSHIP 18S RANGE 73W

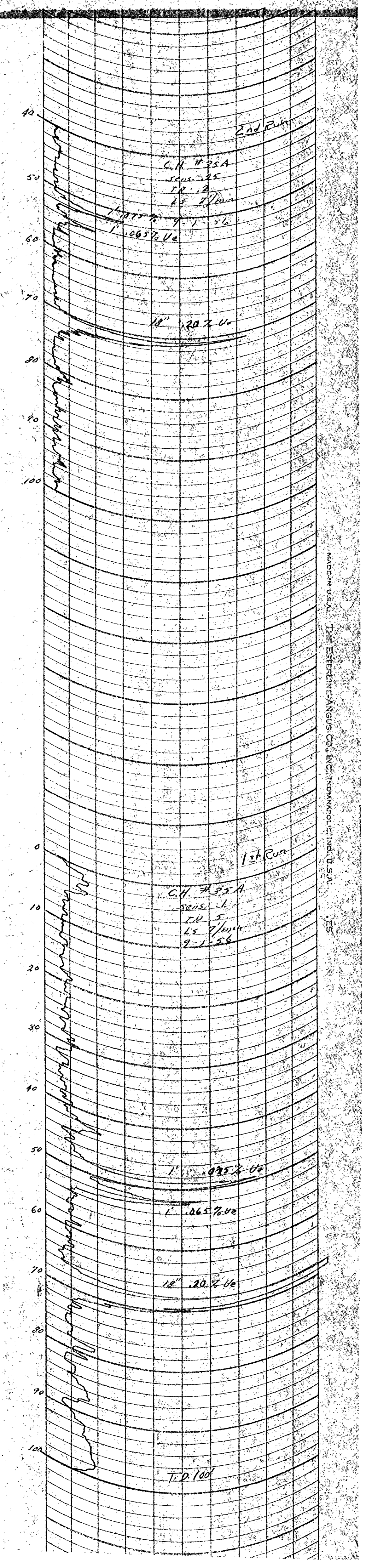
SURVEY 1 & 2 ELEVATION 4637.5 DATE 9-1-56

TYPE OF LOG Gamma Ray

HOLE DEPTH 100'

OPERATOR Baldwin - Frizzell

REMARKS Set 84' of 1½" pipe



MADE IN U.S.A. THE ESTERLINE-ANGUS CO., INC. INDIANAPOLIS, IND. U.S.A. ES

MARINE EXPLORATION CO.

5115 Westheimer Rd.
HOUSTON 19, TEXAS

RECEIVED
DEC 13 1956
D.M.E.A.

COMPANY Josey Roper

CORE HOLE No. 42

CLAIM No. Big Hole # 4

LOCATION Big Hole Area, Fremont Co., Colo.

SECTION ..... TOWNSHIP 18 S RANGE 73 W

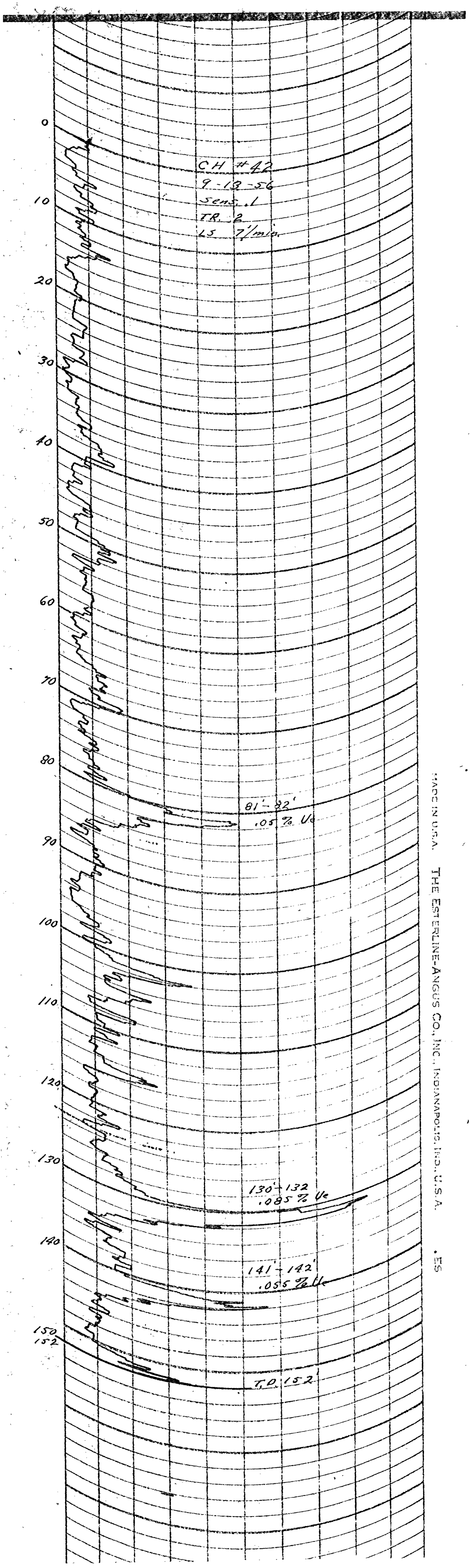
SURVEY 1 ELEVATION 5855.0 DATE 9-13-56

TYPE OF LOG Gamma Ray

HOLE DEPTH 150'

OPERATOR Baldwin - Frizzell

REMARKS Hole filled with water



THE ESTERLINE-ANGUS CO., INC., INDIANAPOLIS, IND., U.S.A.
MADE IN U.S.A.
• ES

MARINE EXPLORATION CO.

5115 Westheimer Rd.
HOUSTON 19, TEXAS

RECEIVED SEP 13 1956 D.M.E.A.

COMPANY Josey Roper

CORE HOLE No 41

CLAIM No Center between Big Bear #5 & #6

LOCATION Big Hole Area

SECTION TOWNSHIP 18S RANGE 73W

SURVEY 1 ELEVATION 5766.22 DATE 9-7-56

TYPE OF LOG Gamma Ray

HOLE DEPTH 200'

OPERATOR Baldwin-Jernigan

REMARKS set 63' of 2½" casing

MADE IN U.S.A. THE ESTERLINE-ANGUS CO., INC., INDIANAPOLIS, IND., U.S.A. ES

MARINE EXPLORATION CO.

5115 Westheimer Rd.
HOUSTON 19, TEXAS

COMPANY Josey Roper

CORE HOLE No. 43

CLAIM No. Big Bear #3

LOCATION Big Hole Area Fremont co, Colo

SECTION ____ TOWNSHIP 18S RANGE 73 W

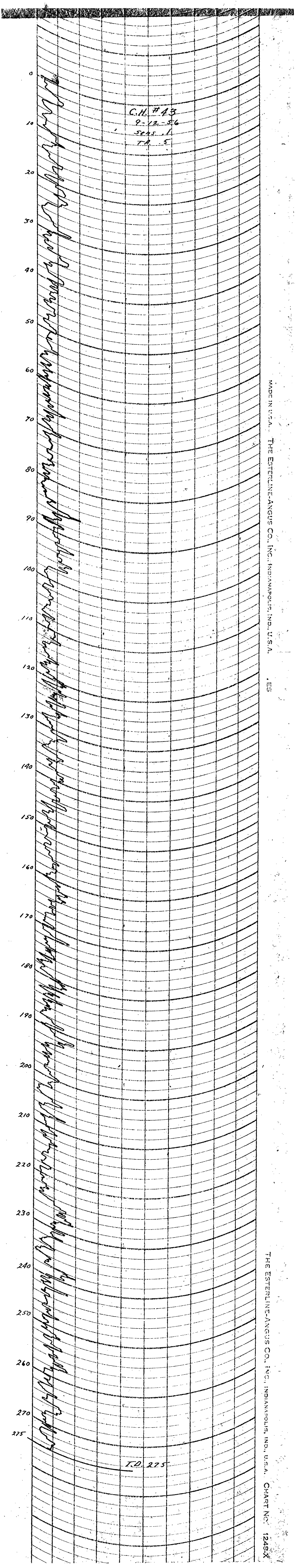
SURVEY 1 ELEVATION 5861.8 DATE 9-12-56

TYPE OF LOG Gamma Ray

HOLE DEPTH 275'

OPERATOR Baldwin-Frizzell

REMARKS Hole filled with Water



Oper: Josey Roper
Proj: Big Hole Area
C.H: #35A | Fremont Co., Colo.
Loc: South End Center Big Hole #2
T.D: 100' Comp Date: 9-1-56
Core Data: cored from 22' to 100'
Recovery was 102 %

Gamma Log Data:
1' of .065 % Ue at 50'
18" of .20 % Ue at 71'
1' of .075 % Ue at 49½'
Casing: set 84' of 1½" gal.
Remarks: #35 to 55' #35A to 100'
El. G.L. 5637.5

	.1	.2	.3
10			
20			
30			
40 boulders			
50 boulders			
60 ark. cong.			
70 gray sand & shale carbon trash			
80 gry. sand & shale			
90 granite pebbles			
100 T.D. granite boulders			
10			
20			
30			
40			
50			
60			
70			
80			
90			
200			

Oper: Joseph Roper
Proj: Big Hole Area
C.H: #41 | Fremont Co., Colo.
Loc: End center between Big Bear 5 & 6
T.D: 200' Comp Date:
Core Data: Cored from 25' to 200'
Recovery was 10%

Gamma Log Data:
2' of .16% Ue at 52'
16" of .075% Ue at 177'

Casing: set 63' of 2½" black
Remarks:
El. Ground Level 5766.22'

		.1	.2	.3
	10			
	20			
	30			
	40			
	50			
	Yellow fine grained sandstone argil. ss & conq. 60			
	yell. ironstn. conq. 70			
	yell. ironstn. conq. 80			
	yell. sdy conq. 90			
	yell. ironstn. ss. granite boulders 100			
	yell. cig. ss. 10			
	yell. conq. 20 gry. c.g. ss			
	yell. ironstn. conq. 30			
	40 conq.			
	50			
	granite boulder & frag. 60			
	sdy. conq. 70			
	gry. sd. yellow-stained sandy pebble conglomerate 80			
	granite boulders & sdy. conq. 90			
	gry. c.g. ss & granite boulder frags. 200 T.D.			

Oper: Josey - Raper
Proj: Big Hole Area
C.H. #4 2 | Co.,
Loc: Southend Center Big Hole #4
T.D. 152' Comp Date. 9-13-56
Core Data: Cored 20-152'
Recovery 13.5%

Gamma Log Data: Anomalous
Radioactivity: 81-82' .05% Ue
130-132 .085% Ue, 141-142'
.055% Ue
Casing: Uncased
Remarks: G.L. Elev. 5855.0'

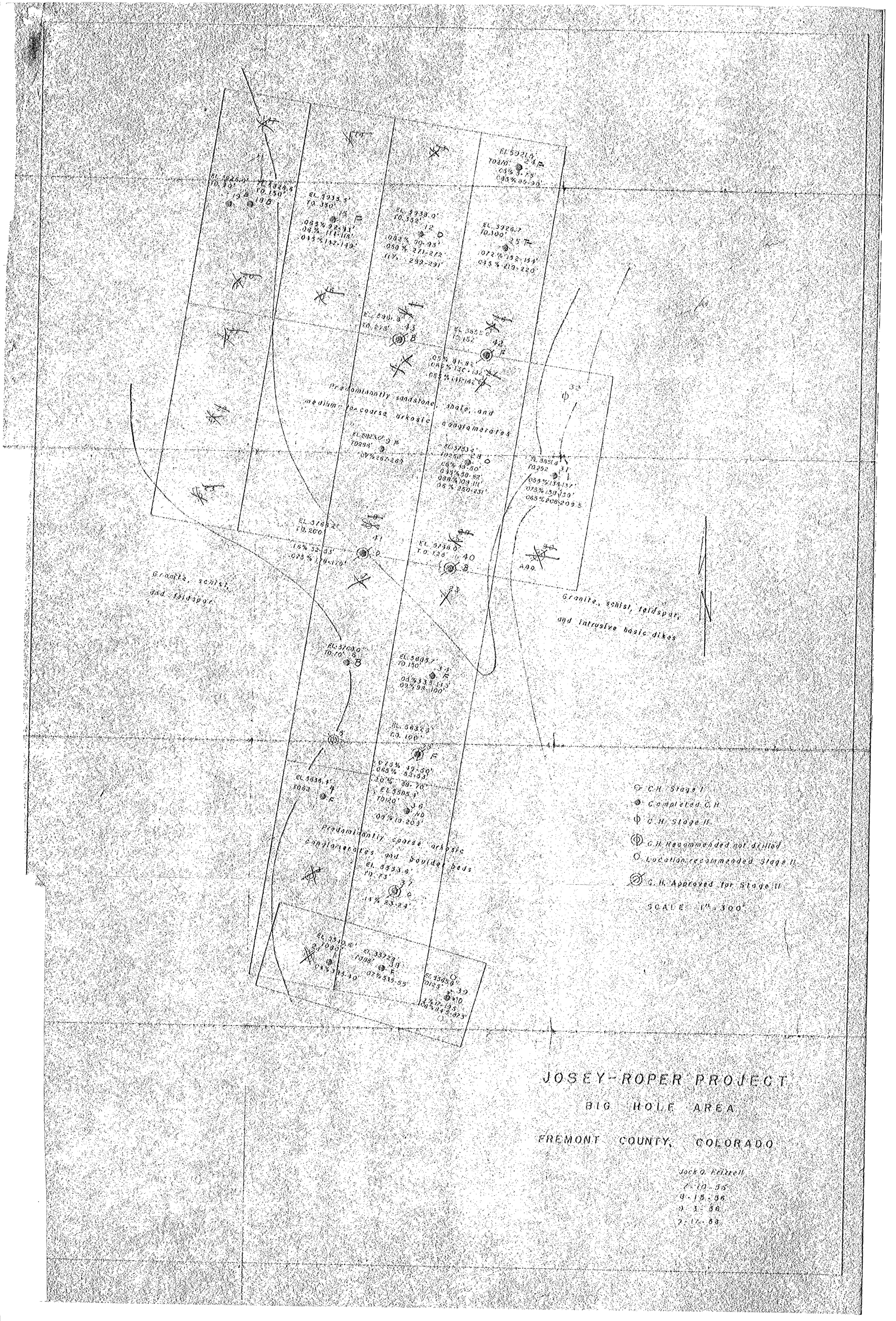
	Soil & gravel
10	
	gry sh.
20	
	gry. ark sd.
	Ark & cong. iron stn.
30	
	gry & grn. gt. sd.
	sli. iron stn.
40	
	gry sh.
50	
	gry & brn. sli sdy sh.
60	
	gry ark.
70	gry & brn. sh.
	brn shly. sd.
80	shly sd.
	soft. gry. c.g. angular ark. sd.
90	
100	
10	
	med. gry. soft. grit. sd.
20	
30	
	gry. friable c.g. ark. ss.
40	
50	blk f.g. sd.
	T.D. 152'
60	
70	
80	
90	
200	

Oper: Josey Roper
Proj: Big Hole Area
C.H: #43 | Fremont Co., Colo.
Loc: S. End Center Big Bear #3
T.D: 275' Comp. Date: Sept. 12
Core Data: Cored from 17 ft. to 275'
Recovery 21%

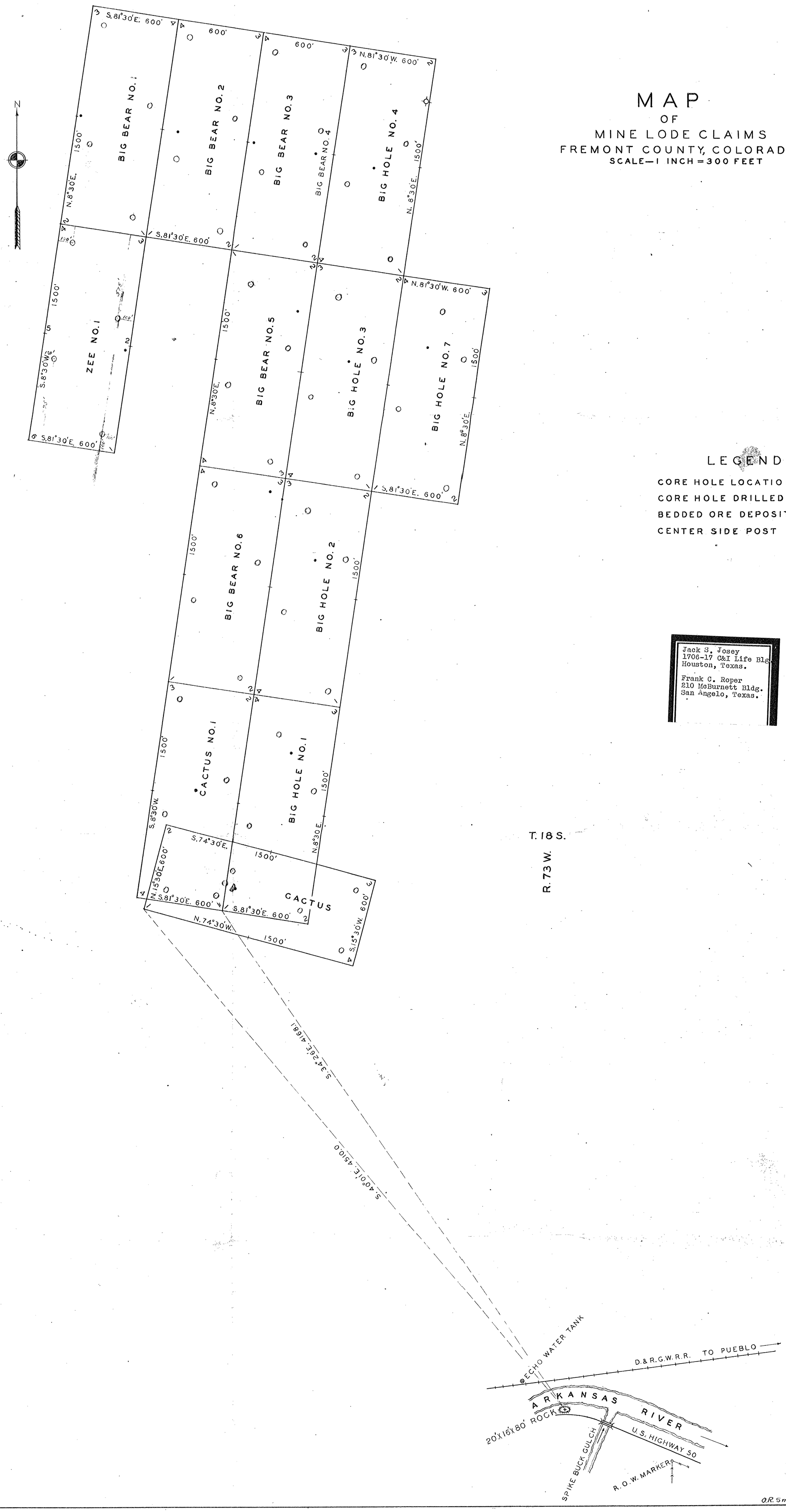
Gamma Log Data:
No significant radioactivity

Casing: No casing
Remarks:
El. 5861.8

10	
brn. argill. ss. 20	
gry. argill. ss. 30	
gry f.g. ss. 40	
yell & gry. f g. ss. 50	
c.g. yell. gte. sd. 60	
" 70	
gry & yell. conq. 80	
90	
argill. ss. 100	
gry. f.g. ss. 10	
pebbles & ss. 20	
pebbles & ss. 30	
gry. sdy. conq. 40	
gry sdy & shly. conq. 50	
gry shly. ss. 60	
gry. sdy. conq. 70	
gry. conq. 80	
gry. sdy. conq. 90	
gry. 200	
gry. argill. ss. 10	
c.g. ss. conq. 20	
gry shly ss 30	
gry. soft. med. gr ss. 40	
blk. soft. sh. gry. shly ss 50	
gry. med. gr. conq. 60	
c.g. grk. ss. 70	
c.g. grk. ss. T.D. 275 280	


Predominantly sandstone, shale, and
medium to coarse arkosic conglomerates
Granite, schist, and feldspar
Granite, schist, feldspar, and intrusive basic dikes
Predominantly coarse arkosic
conglomerates and boulder beds
C.H. Stage I
Completed C.H.
C.H. Stage II
C.H. Recommended not drilled
Location recommended Stage II
C.H. Approved for Stage II
SCALE 1" = 300'
JOSEY-ROPER PROJECT
BIG HOLE AREA
FREMONT COUNTY, COLORADO
Jack O. Fritzell
8-10-56
8-15-56
9-3-56
9-16-56

MAP
OF
MINE LODE CLAIMS
FREMONT COUNTY, COLORADO
SCALE—1 INCH = 300 FEET



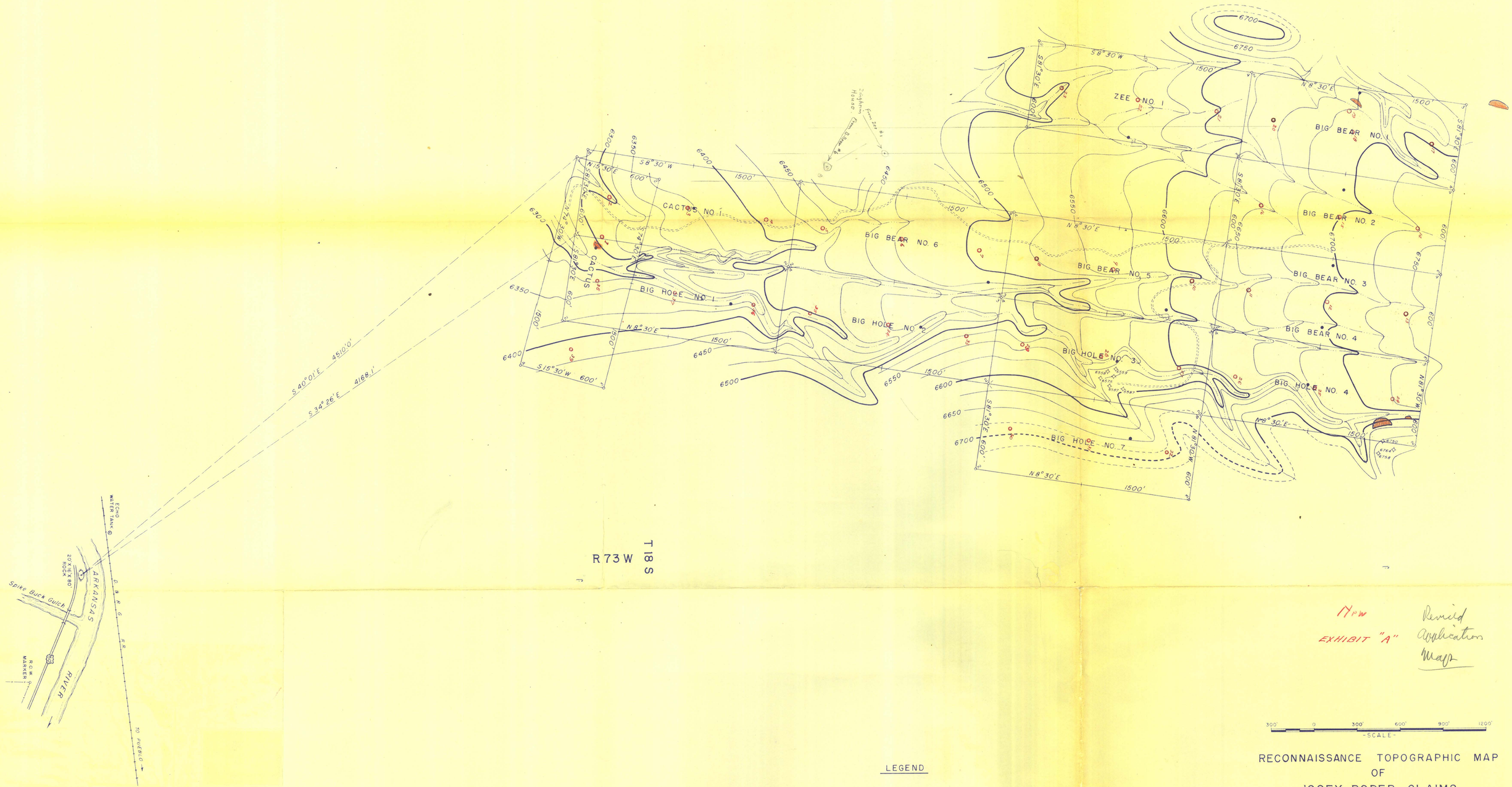
LEGEND

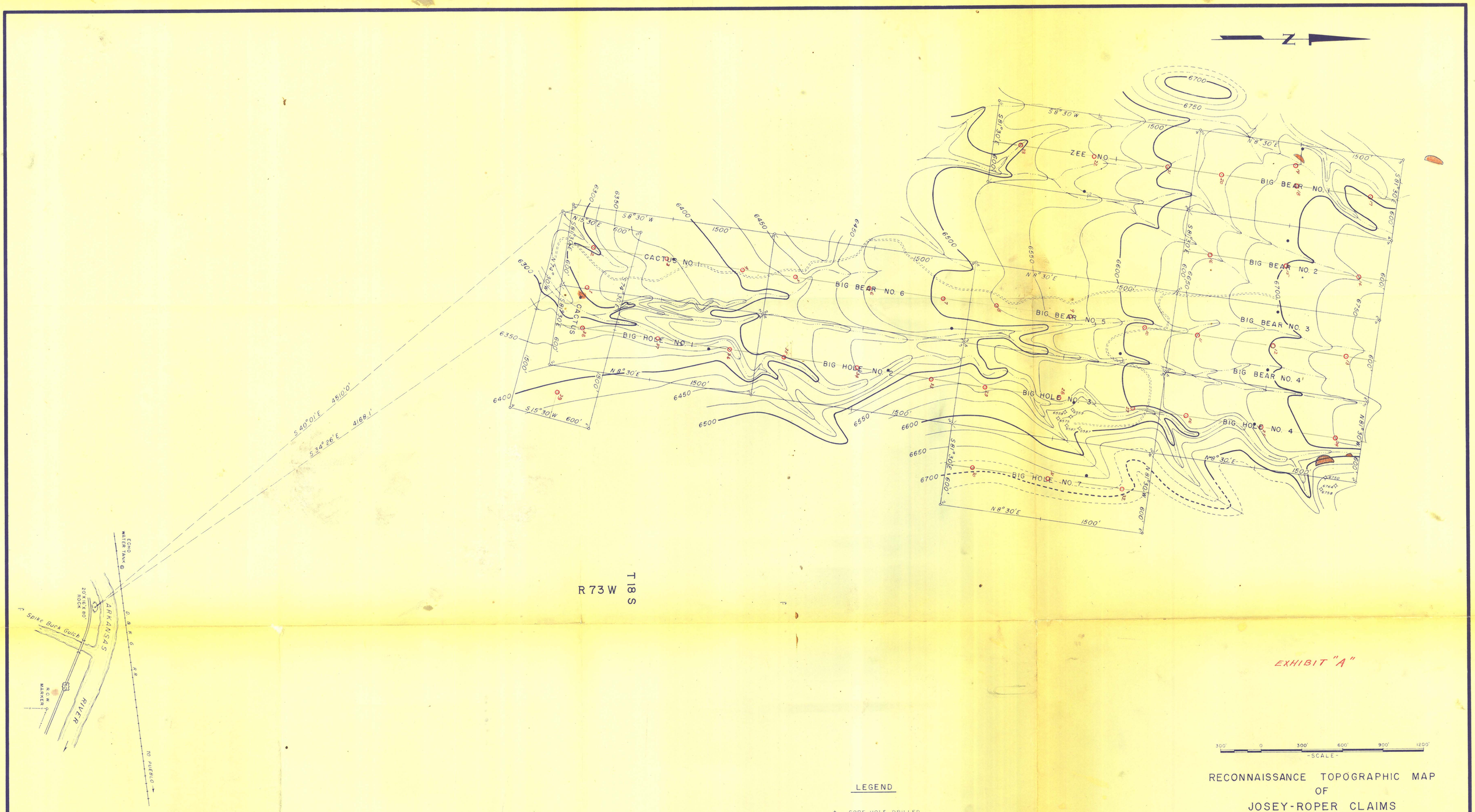
CORE HOLE LOCATION	○
CORE HOLE DRILLED	⊕
BEDDED ORE DEPOSIT	◖
CENTER SIDE POST	+

Jack S. Josey
1706-17 C&I Life Blg.
Houston, Texas.

Frank C. Roper
210 McBurnett Bldg.
San Angelo, Texas.

O.R. Smith, P.E. & L.S.


N
ZEE NO. 1
BIG BEAR NO. 1
BIG BEAR NO. 2
BIG BEAR NO. 3
BIG BEAR NO. 4
BIG BEAR NO. 5
BIG BEAR NO. 6
BIG HOLE NO. 1
BIG HOLE NO. 2
BIG HOLE NO. 3
BIG HOLE NO. 4
BIG HOLE NO. 7
CACTUS NO. 1
CACTUS
Shaft House
Slope 8°
From 224 ft.
S 8° 30' W
N 8° 30' E
S 15° 30' W
N 15° 30' E
S 74° 30' E
N 74° 30' E
1500'
600'
6700
6750
6650
6600
6550
6500
6450
6400
6350
6300
S 40° 01' E 4510.0'
S 34° 26' E 4168.1'
R 73 W
T 18 S
ECHO WATER TANK
20 X 40 X 80 ROCK
Spike Buck Gulch
ARKANSAS
RIVER
D. & R. G. R.R.
R.O.W. MARKER
TO PUEBLO
EXHIBIT "A"
Revised Application Map
300' 0 300' 600' 900' 1200'
SCALE
LEGEND
CORE HOLE DRILLED
BEDDED ORE DEPOSIT
CENTER SIDE POST
DISCOVERY PIT
NOTE: Revised Core drill application, to; DMEA-37586, DMEA, Mar. 28, 1955 Core holes 1-39 incl. Aug. 8, 1955.
RECEIVED
AUG 17 1955
RECONNAISSANCE TOPOGRAPHIC MAP
OF
JOSEY-ROPER CLAIMS
ECHO CANYON AREA
FREMONT COUNTY, COLORADO
CHARLES C. O'BOYLE
Geological Engineer
CONTROL: Vert. ± 1/2 CONTOUR INTERVAL
Horiz. 50'
AUGUST 2, 1955



LEGEND

- CORE HOLE DRILLED
- BEDDED ORE DEPOSIT
- CENTER SIDE POST
- DISCOVERY PIT

NOTE: Revised core drill application to; DMEA-3786, Dated March 28, 1955
Core holes 1-39 incl. Aug. 8, 1955

RECONNAISSANCE TOPOGRAPHIC MAP
OF
JOSEY-ROPER CLAIMS

ECHO CANYON AREA

FREMONT COUNTY, COLORADO

CHARLES C. O'BOYLE
Geological Engineer

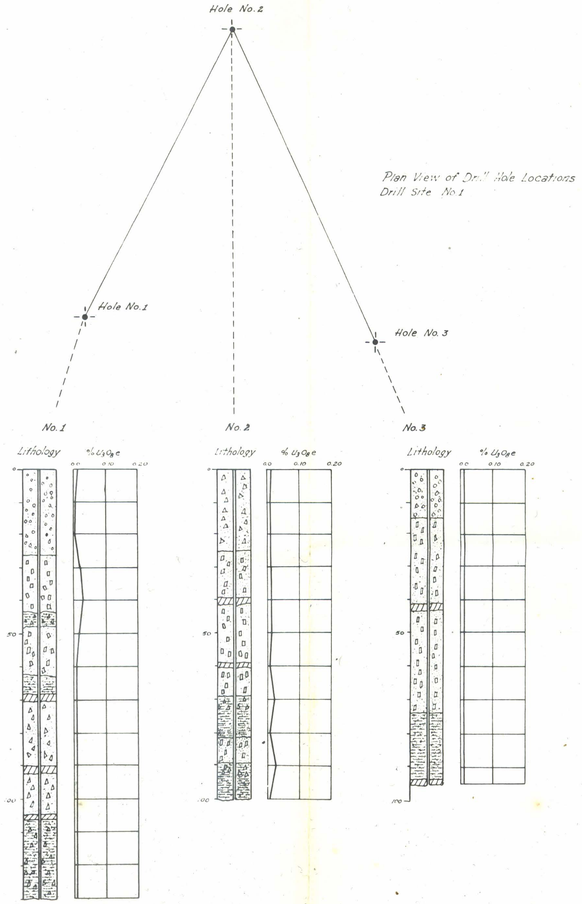
CONTROL: Vert. ± ½ CONTOUR INTERVAL
Horiz. 50'

AUGUST 2, 1955

4.(c) EXHIBIT "D"

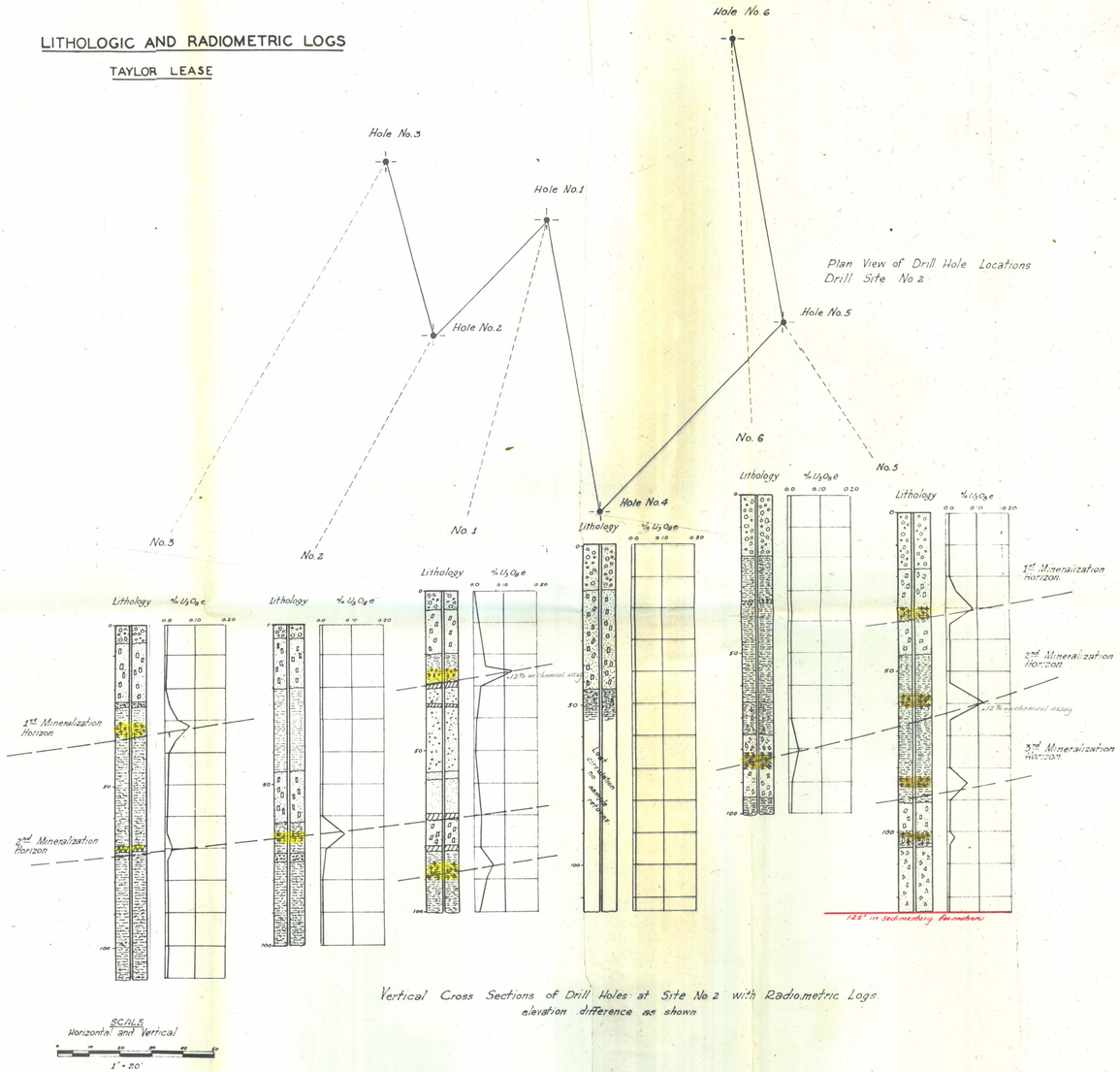
LITHOLOGIC AND RADIOMETRIC LOGS

TAYLOR LEASE



Plan View of Drill Hole Locations
Drill Site No. 1

Vertical Cross Sections of Drill Holes at Site No. 1 with Radiometric Logs.
no elevation difference between holes



Plan View of Drill Hole Locations
Drill Site No. 2

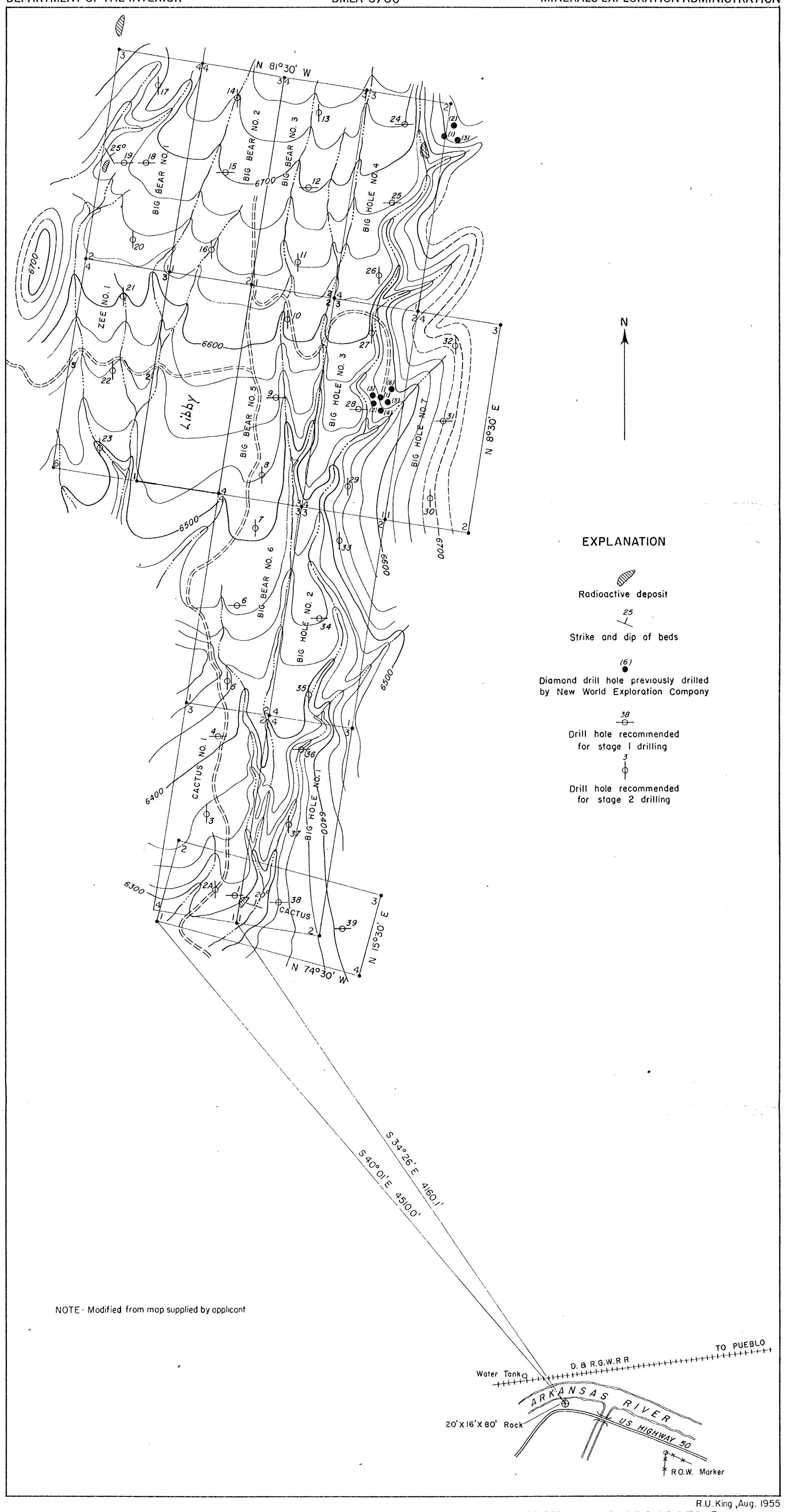
Vertical Cross Sections of Drill Holes at Site No. 2 with Radiometric Logs.
elevation difference as shown

SCALE
Horizontal and Vertical
0 10 20 30 40 50
1" = 20'

— LITHOLOGIC SYMBOLS —

- Loose Boulders and alluvium
- Arkosic sandstone coarse grained. massive.
- Silty sandstone, fine grained
- Micaceous sandstone, fine grained
- Mudstone layer.
- Sandstone, medium grained
- Pebble conglomerate layer.
- Shale.
- Carbonaceous material
- Diamond Drill Hole Location

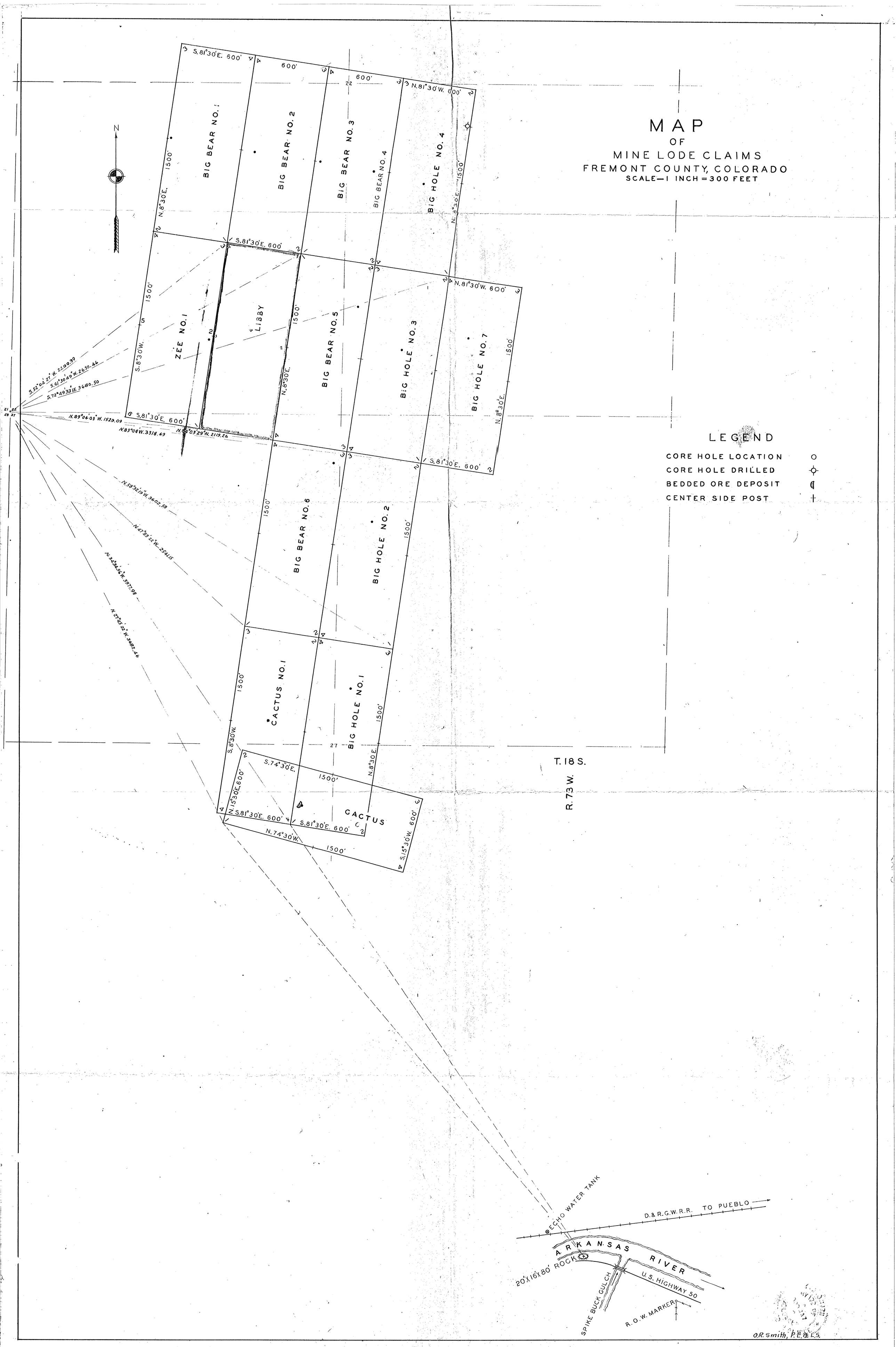
NEW WORLD EXPLORATION CORPORATION
- MINERAL SURVEY -
TAYLOR BROTHERS LEASE
FREMONT COUNTY, COLORADO
FOR UNITED NUCLEAR EXPLORATION
DEC. 1954



R.U. King, Aug. 1955

FIGURE 2.- MAP OF JOSEY-ROPER CLAIMS SHOWING LOCATION OF EXISTING AND PROPOSED DRILL HOLES, FREMONT COUNTY, COLORADO

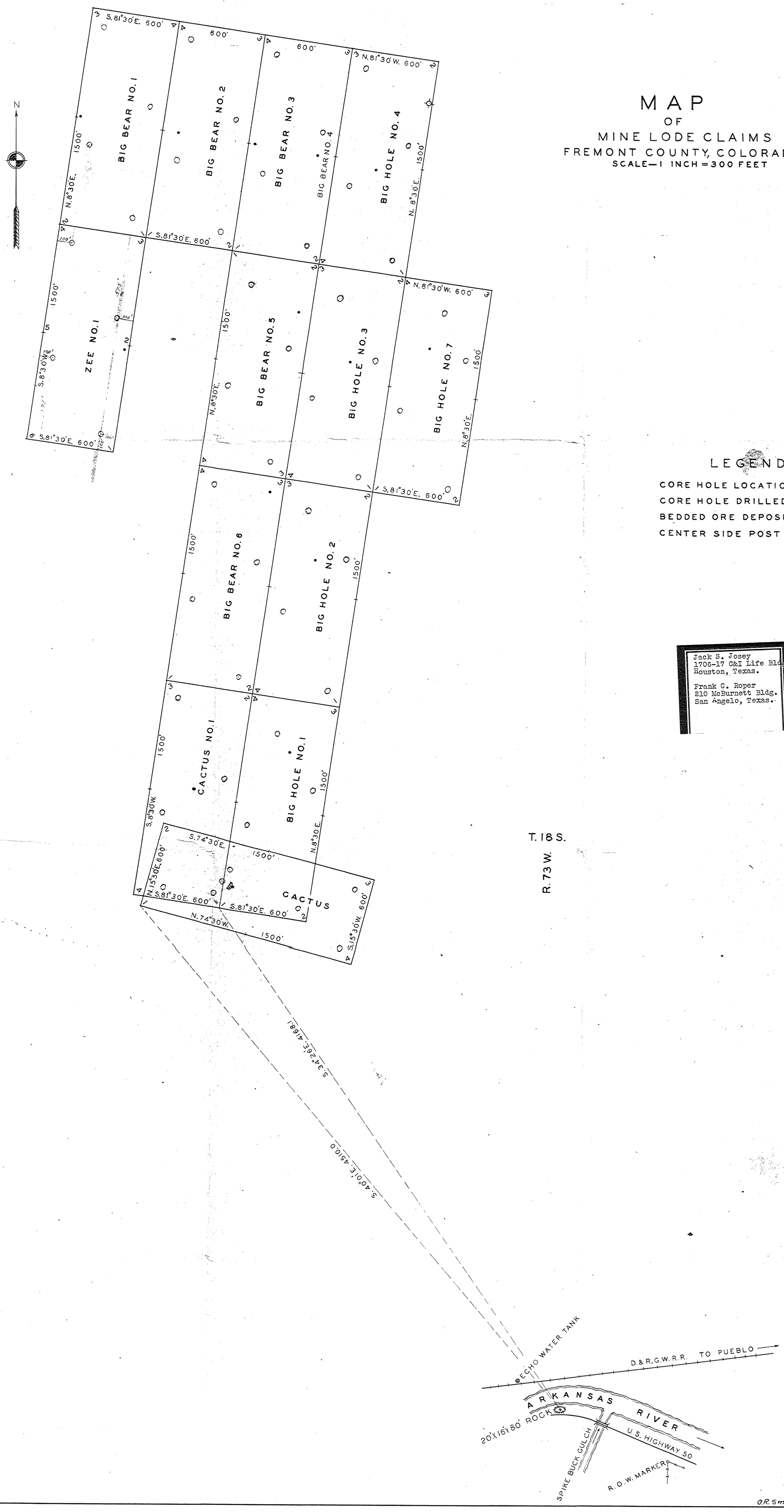
MAP
OF
MINE LODE CLAIMS
FREMONT COUNTY, COLORADO
SCALE—1 INCH = 300 FEET



LEGEND

CORE HOLE LOCATION	○
CORE HOLE DRILLED	⊕
BEDDED ORE DEPOSIT	◖
CENTER SIDE POST	+

MAP
OF
MINE LODE CLAIMS
FREMONT COUNTY, COLORADO
SCALE—1 INCH = 300 FEET



LEGEND

CORE HOLE LOCATION	○
CORE HOLE DRILLED	⊕
BEDDED ORE DEPOSIT	
CENTER SIDE POST	+

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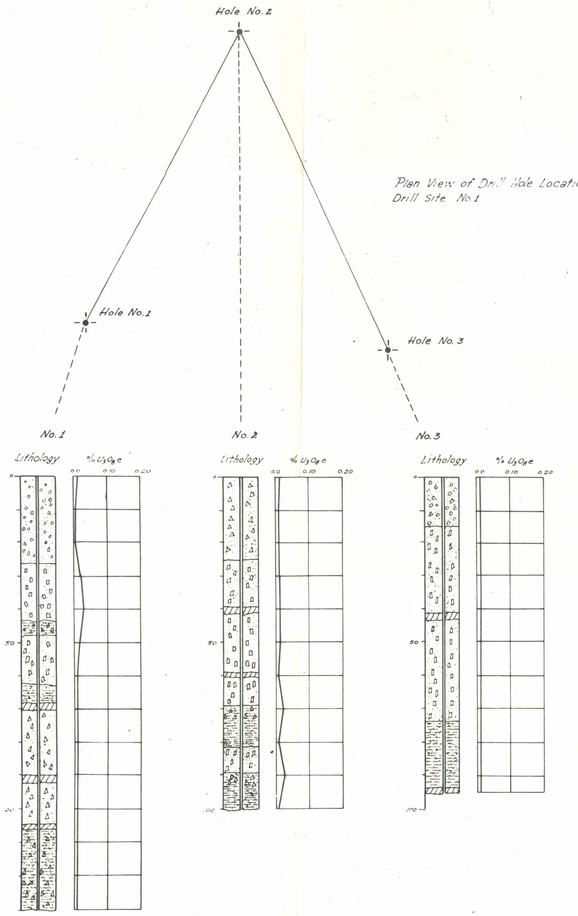
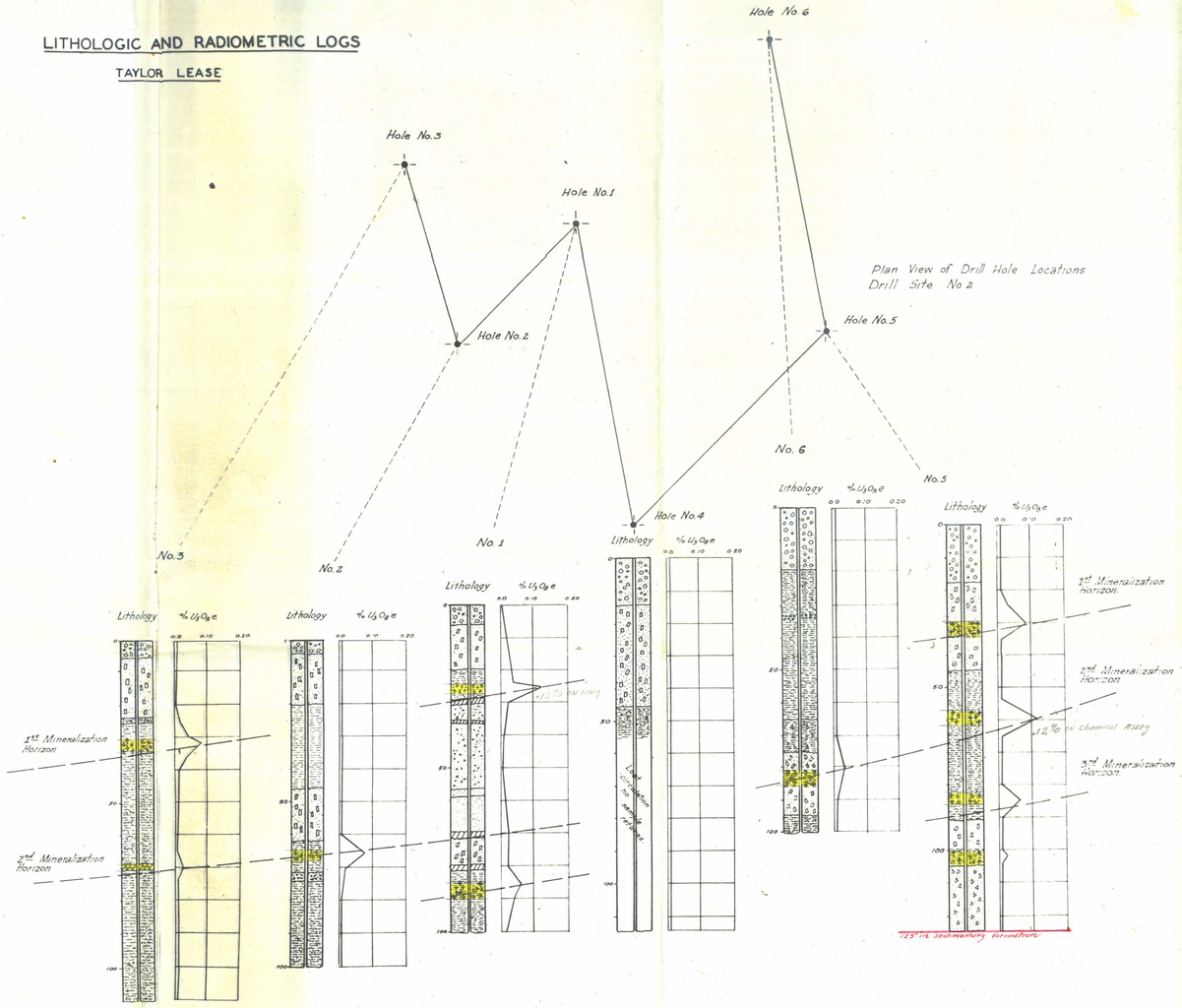
4.(c) EXHIBIT "D"

LITHOLOGIC AND RADIOMETRIC LOGS

TAYLOR LEASE



Vertical Cross Sections of Drill Holes at Site No. 1 with Radiometric Logs.
no elevation difference between holes



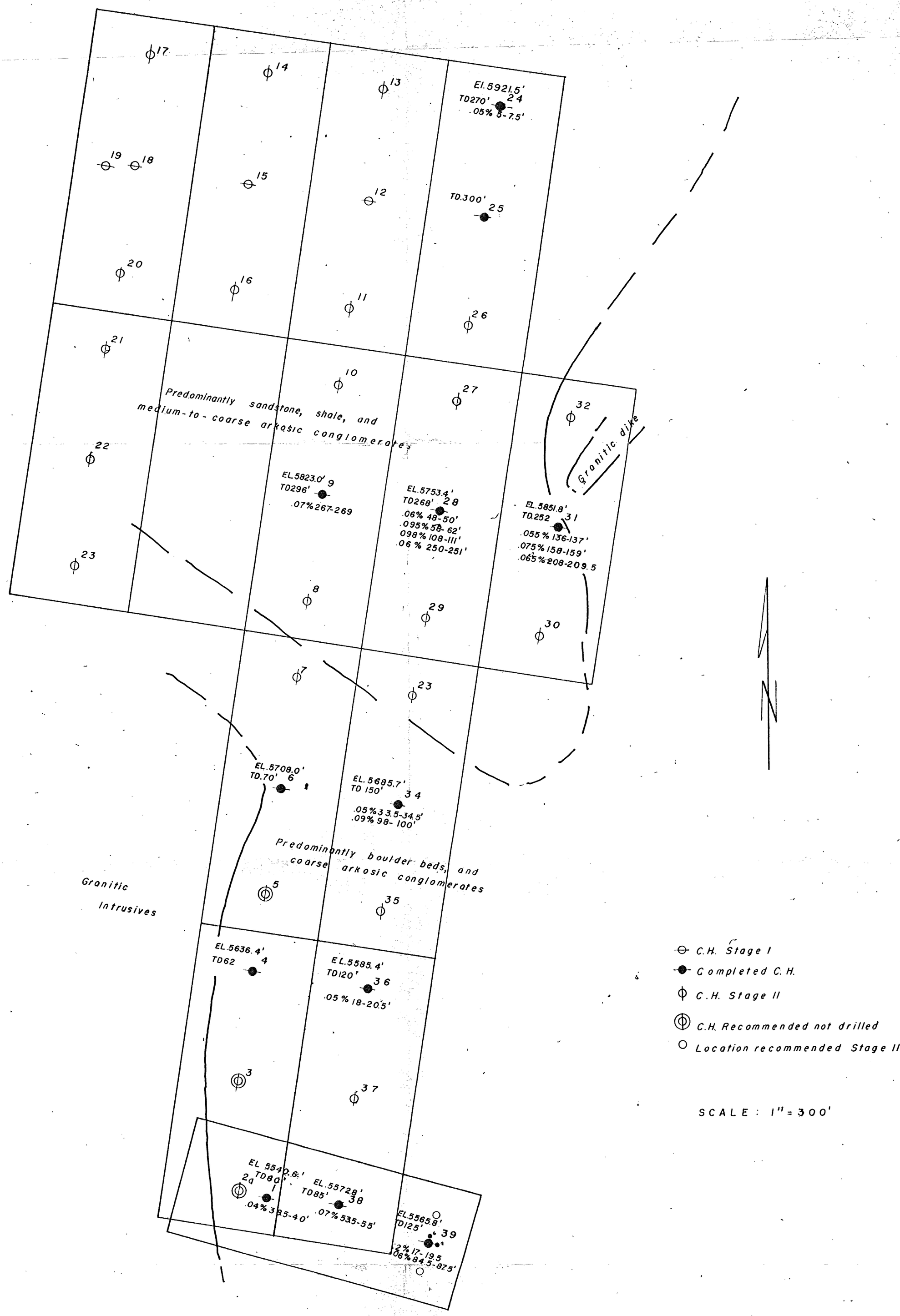
Vertical Cross Sections of Drill Holes at Site No. 2 with Radiometric Logs.
elevation difference as shown

SCALE
Horizontal and Vertical
1" = 20'

— LITHOLOGIC SYMBOLS —

- Loose Boulders and alluvium
- Arkosic sandstone coarse grained, massive.
- Silty sandstone, fine grained.
- Micaceous sandstone, fine grained.
- Mudstone layer.
- Sandstone, medium grained.
- Pebble conglomerate layer.
- Shale.
- Carbonaceous material.
- Diamond Drill Hole Location.

NEW WORLD EXPLORATION CORPORATION
- MINERAL SURVEY -
TAYLOR BROTHERS LEASE
FREMONT COUNTY, COLORADO
FOR UNITED NUCLEAR EXPLORATION
DEC. 1954



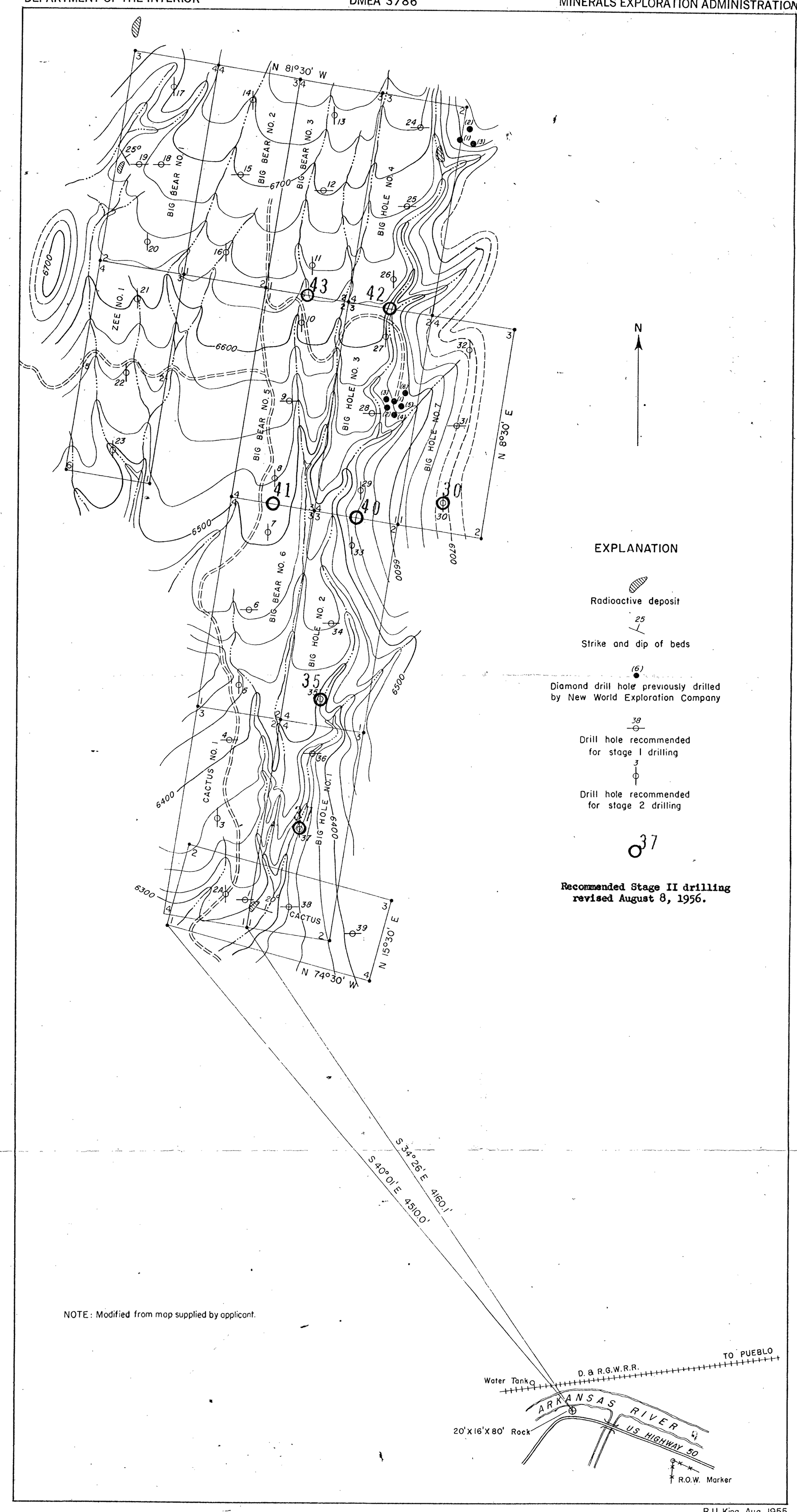
JOSEY-ROPER PROJECT

BIG HOLE AREA

FREMONT COUNTY, COLORADO

Jack Q. Frizzell
7-10-56

RECEIVED
AUG 13 1956



R.U.King, Aug. 1955

FIGURE 2.- MAP OF JOSEY-ROPER CLAIMS SHOWING LOCATION OF EXISTING AND PROPOSED DRILL HOLES, FREMONT COUNTY, COLORADO

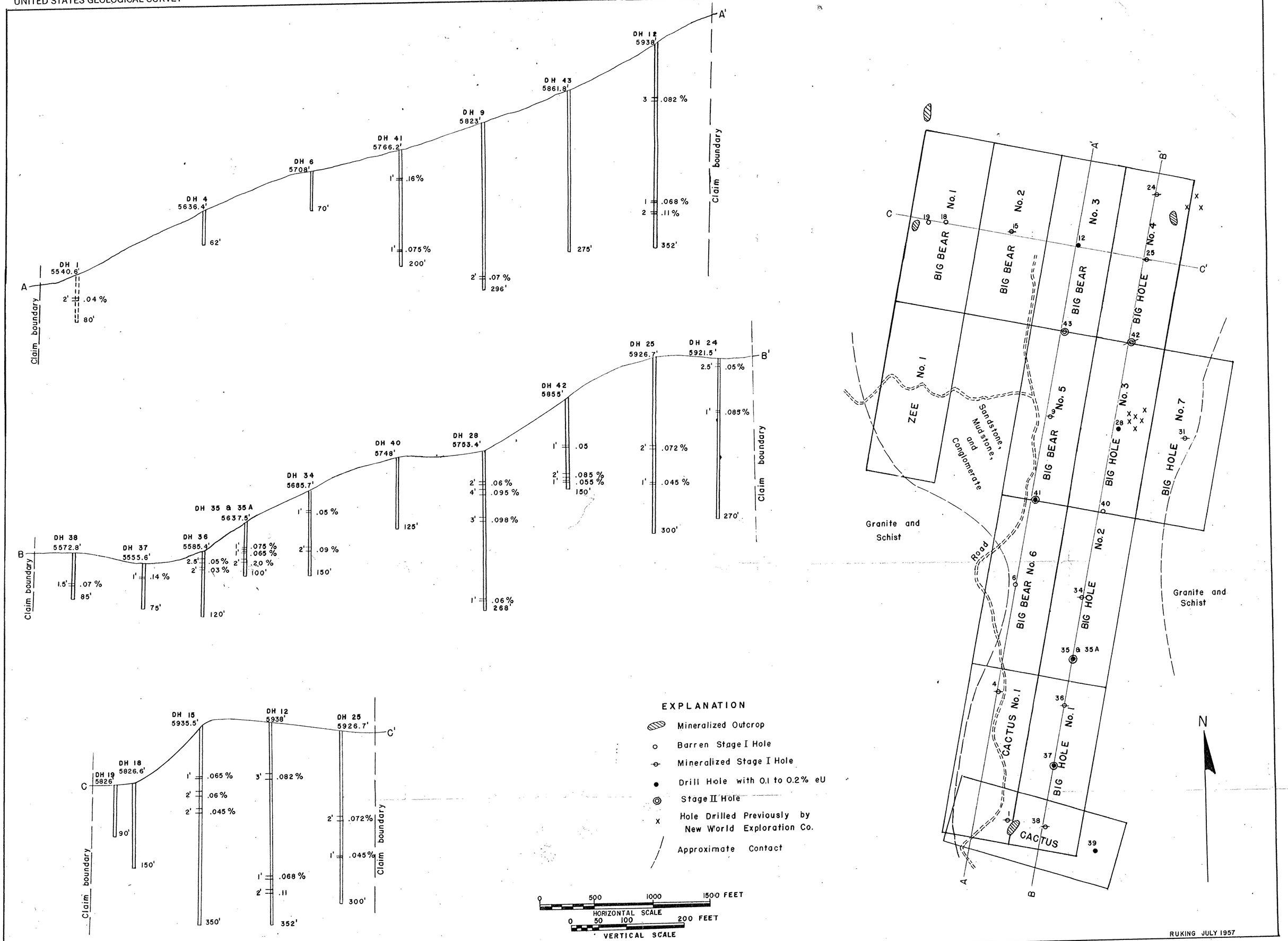
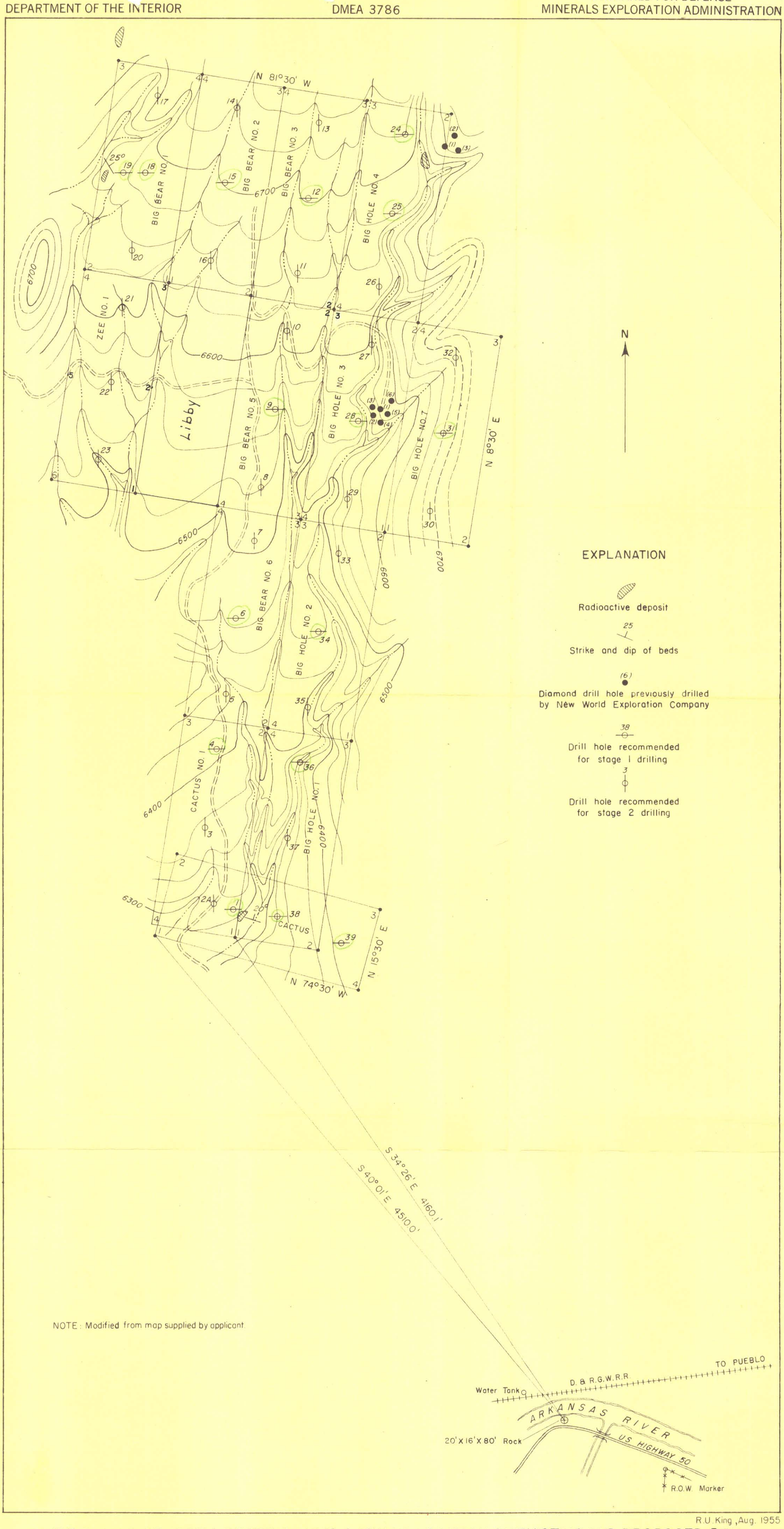


FIGURE 2 - CLAIM MAP, GEOLOGIC MAP, AND SECTIONS SHOWING DRILLING UNDER THE CONTRACT, BIG HOLE AND BIG BEAR CLAIM GROUP, JOSEY AND ROPER, FREMONT COUNTY, COLO.
DMEA 3786, CONTRACT Idm-E907



R.U. King, Aug. 1955

FIGURE 2.- MAP OF JOSEY-ROPER CLAIMS SHOWING LOCATION OF EXISTING AND PROPOSED DRILL HOLES, FREMONT COUNTY, COLORADO