MME Form 9
Rev. Nov. 65

UNITED STATES
DEPARTMENT OF THE INTERIOR
Geological Survey

OFFICIAL DOCKET FILE

Contract No. _____ Docket No. 6787

Application
- [x] Denied
- [ ] Withdrawn

Contract
- [ ] Terminated - Not Certified
- [ ] Terminated - Certified
- [ ] Cancelled
- [ ] Royalty Agreement

The records contained in this file are marked (x) and arranged in this order:

Folder No. 1:

Left Side

- [ ] Royalty Audits
- [ ] Certification of Discovery
- [ ] Closing Letter
- [ ] Cost Audits
- [ ] Termination Notice or Agreement
- [ ] Recision Notice
- [ ] Assignment of Contract
- [ ] Contract Amendments
- [ ] Contract with all exhibits and annexes
- [ ] Owner's Consent to Lien and Subordination Agreement
- [x] Application and Attachments

Right Side

- [ ] Project Summary (final)
- [ ] Work Completed Analysis (final)

All other material filed in chronological order including the following reports if checked:

- [ ] Field Team Semiannual Report for Certified Project
- [ ] Final Field Team Report (Tab)
- [ ] Operator's Final Report (Tab)
- [ ] Interim Field Team Reports
- [ ] Operator's monthly reports and all attachments
- [x] On-site Exam. Report (Tab) 7/28/69
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No. _____: Reports
- [ ] Analysis of Semiannual Inspection Reports
- [ ] Project Summary (Interim) by MME Engineers

Right Side

- [ ] Field Team Semiannual Report for Certified Project
- [ ] Field Team Interim Reports
- [ ] Operator's Monthly Reports with Transmittal, Narrative and Maps

Folders No. _____: Maps (Use pocket folder or envelope)

Folders No. _____: Settlement Sheets

Folders No. _____: Drill Logs

Folders No. _____: Royalty Material

72195-65

12/4/69

attention:

Bill Emerick

OME 6787 (Ag-Au)

Attilio Napolitano

DO Hasler

OFFICIAL COPY
O. M. E.
RECEIVED
DEC 8 1969

INITIALS	CODE
	130
HR	~~120~~
WE	~~120~~

MINING LEASE

FROM

Unis W. Price

TO

Attilio Napolitano

STATE OF COLORADO,
County of Clear Creek } ss.

I hereby certify that this instrument was filed for record in my office, at ..... o'clock ..... M., on the ..... day of ....., A. D. 19....., and is duly recorded in book ....., page .....

.....
Recorder.

By .....
Deputy.

Fees, $.....

8-68 BRADFORD PUBLISHING CO., DENVER

No. 90. MINING LEASE—Short Form. —Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado

THIS INDENTURE, Made this 30th day of October, 19 69, between Unis W. Price of 2122 California St., N.W., Washington, D.C. 20008

of the first part, and Attilio Napolitano, P.O. Box 507, Idaho Springs, Colorado 80452

of the second part, WITNESSETH, that the said part.....of the first part, for and in consideration of the rents, covenants and agreements hereinafter expressed to be paid, kept and performed by the said part.....of the second part, ha.....leased, let and demised, and by these presents do.....lease, let and demise unto the said part.....of the second part, the following described premises, situate, lying and being in Trail Gulch Mining District, in the County of Clear Creek and State of Colorado, to-wit:

Name of Claim:	Mineral Survey Number:
Last Chance	1463

TO HAVE AND TO HOLD THE SAME, for the purpose of mining, for the term of 5 years from the date hereof, unless sooner terminated under any of the provisions herein contained, with no power to assign this lease or any interest thereunder, or to sublet the whole or any part of said premises except upon the written consent of the part.....of the first part.....

And the said part.....of the second part, for and in consideration of the leasing of said premises, covenant.....and agree.....with said part.....of the first part to commence work on said premises when and if I reach the Last Chance Vein, while under contract with Clear Creek or with my own expenditure and thereafter to work the same continuously, in a thorough and workmanlike manner, employing at least 2 men underground,

and working at least 10 shifts each calendar month; to keep the same securely timbered, drained and clear of loose rock and rubbish; to keep accurate accounts, and to render statements to the said part of the first part, agent or attorney, showing the amount and character of work done, and to pay to said part of the first part, agent, or attorney, as rental for said premises royalty upon all ore taken and sold therefrom as follows, to-wit:

Twelve per centum (12%) of such ores mined, shipped or sold payable within 30 days after receipt of settlement by party of the second part (Lessee) from mill or smelter for mine run ores having a value of $200.00 or less, and twenty per centum (20%) of such ores mined, shipped, or sold for mine run ores running above $200.00 per ton. Monies to be divided according to percentage of ownership of Last chance claim as listed in record book.

Unis B. Morgan	Undivided	1/4	ownership	25%
Unis W. Price	Undivided	1/8	ownership	12 1/2%
Lydia C. Regan	Undivided	1/4	ownership	25%
Ethyl P. Wilch	Undivided	1/8	ownership	12 1/2%
Harry O'Neill	Undivided	1/4	ownership	25%

And it is expressly understood and agreed by and between the parties hereto, that the said part of the first part reserves the property and right of property in and to all ores extracted from said premises during the term hereof, and that all settlements for royalty shall be made upon the assay value of the mineral in the ore that may be taken from said premises less the actual cost of railroad transportation and treatment; and the sampling works, mill, smelter, or ore buyer purchasing any such ore shall retain the amount of the royalty herein stated and shall pay the same to the part of the first part at each settlement for ore purchased.

And the said part.....of the second part furthermore covenant.....and agree.....that the said part.....of the first part, ...agent or attorney, shall have the right at any and all times to enter upon and descend into any and all parts of said premises to inspect the same, make surveys thereof, or take samples therefrom, and that the said part.....of the second part will render to..... all the assistance in.....power in so doing. And the said part.....of the second part furthermore covenant.....and agree.....to occupy and hold all side veins, spurs, feeders, cross-lodes, parallel lodes, or mineral deposits of any kind which may be discovered by the said part.....of the second part or by any person working under.....in any manner, by working within or from the aforesaid premises, as the property of the said part.....of the first part and as part of the premises demised, and to not allow any person not in privity with the parties hereto to take or hold possession of said premises or any part thereof under any pretense whatever, and to pay in due season all taxes and assessments levied against said demised premises on account of the production of ore under this lease.

And the said part.....of the second part furthermore covenant.....and agree.....that in case..... fails.....in any respect to keep and fulfill any one or more of the covenants or agreements herein expressed or implied, then, and in that case it shall be lawful for the said part.....of the first part, ... agent or attorney, to declare said term ended, and with or without process of law to enter upon and take possession of said premises, and in such case, and also at the expiration of this lease by limitation, said part.....of the second part agree.....to surrender, yield and deliver to said part.....of the first part quiet and peaceable possession of said premises in good condition, and that time shall be of the essence hereof, and that all of the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and lawful assigns of the respective parties hereto.

IN WITNESS WHEREOF, The parties hereto have executed these presents the day and year first above written.

Party of the first part (Lessor)

X Edwin C. Tiese .....[SEAL]

Party of the second part (Lessee)

X Ottilio Raposo Lobos .....[SEAL]

.....[SEAL]

My Commission expires Nov. 13 1971

Grace Shatto, Notary Public .....[SEAL]

.....[SEAL]

.....[SEAL]

MINING LEASE

FROM

Harry O'Neill

TO

Attilio Napolitano

STATE OF COLORADO,
County of Clear Creek } ss.

I hereby certify that this instrument was filed for record in my office, at ..... o'clock ..... M., on the ..... day of ....., A. D. 19....., and is duly recorded in book ....., page .....

..... Recorder.

By ..... Deputy.

Fees, $.....

5-55 BRADFORD PUBLISHING CO., DENVER

No. 90. MINING LEASE—Short Form. —Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado

THIS INDENTURE, Made this 30th day of September, 1969, between Harry O'Neill of 1306 Elizabeth Street, Denver, Colorado 80206

of the first part, and Attilio Napolitano, P.O. Box 507, Idaho Springs, Colorado 80452

of the second part, WITNESSETH, that the said part of the first part, for and in consideration of the rents, covenants and agreements hereinafter expressed to be paid, kept and performed by the said part of the second part, ha leased, let and demised, and by these presents do lease, let and demise unto the said part of the second part, the following described premises, situate, lying and being in Trail Gulch Mining District, in the County of Clear Creek and State of Colorado, to-wit:

Name of Claim:	Mineral Survey Number:
Last Chance	1463

TO HAVE AND TO HOLD THE SAME, for the purpose of mining, for the term of 5 years from the date hereof, unless sooner terminated under any of the provisions herein contained, with no power to assign this lease or any interest thereunder, or to sublet the whole or any part of said premises except upon the written consent of the part of the first part.

And the said part of the second part, for and in consideration of the leasing of said premises, covenant and agree with said part of the first part to commence work on said premises when and if I reach the Last Chance Vein, while under contract with O.M.E. or with my own expenditure and thereafter to work the same continuously, in a thorough and workmanlike manner, employing at least 2 men underground,

and working at least.....10.....shifts each calendar month; to keep the same securely timbered, drained and clear of loose rock and rubbish; to keep accurate accounts, and to render .....statements to the said part.....of the first part, ...agent or attorney, showing the amount and character of work done, and to pay to said part.....of the first part, ... agent, or attorney, as rental for said premises royalty upon all ore taken and sold therefrom as follows, to-wit:

Twelve per centum (12%) of such ores mined, shipped or sold payable within 30 days after receipt of settlement by party of the second part (Lessee) from Mill or Smelter for mine run ores having a value of $200.00 or less, and twenty per centum (20%)of such ores mined, shipped, or sold for mine run ores running above $200.00 per ton, Monies to be divided according to percentage of ownership of Last Chance claim as listed in record book.

Unis B. Morgan	Undivided	1/4	ownership	25%
Unis W. Price	Undivided	1/8	ownership	12 1/2%
Lydia C. Regan	Undividied	1/4	ownership	25%
Ethyl P. Wilch	Undivided	1/8	ownership	12 1/2%
Harry O'Neill	Undivided	1/4	ownership	25%

And it is expressly understood and agreed by and between the parties hereto, that the said part..... of the first part reserves the property and right of property in and to all ores extracted from said premises during the term hereof, and that all settlements for royalty shall be made upon the assay value of the mineral in the ore that may be taken from said premises less the actual cost of railroad transportation and treatment; and the sampling works, mill, smelter, or ore buyer purchasing any such ore shall retain the amount of the royalty herein stated and shall pay the same to the part.....of the first part at each settlement for ore purchased.

or trucking

And the said part.....of the second part furthermore covenant.....and agree.....that the said part.....of the first part, ...agent or attorney, shall have the right at any and all times to enter upon and descend into any and all parts of said premises to inspect the same, make surveys thereof, or take samples therefrom, and that the said part.....of the second part will render to..... all the assistance in.....power in so doing. And the said part.....of the second part furthermore covenant.....and agree.....to occupy and hold all side veins, spurs, feeders, cross-lodes, parallel lodes, or mineral deposits of any kind which may be discovered by the said part.....of the second part or by any person working under.....in any manner, by working within or from the aforesaid premises, as the property of the said part.....of the first part and as part of the premises demised, and to not allow any person not in privity with the parties hereto to take or hold possession of said premises or any part thereof under any pretense whatever, and to pay in due season all taxes and assessments levied against said demised premises on account of the production of ore under this lease.

And the said part.....of the second part furthermore covenant.....and agree.....that in case..... fails.....in any respect to keep and fulfill any one or more of the covenants or agreements herein expressed or implied, then, and in that case it shall be lawful for the said part.....of the first part, ... agent or attorney, to declare said term ended, and with or without process of law to enter upon and take possession of said premises, and in such case, and also at the expiration of this lease by limitation, said part.....of the second part agree.....to surrender, yield and deliver to said part.....of the first part quiet and peaceable possession of said premises in good condition, and that time shall be of the essence hereof, and that all of the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and lawful assigns of the respective parties hereto.

IN WITNESS WHEREOF, The parties hereto have executed these presents the day and year first above written.

Party of the first part (Lessor)

* X Harry O'Neill .....[SEAL]

Party of the second part (Lessee)

X Cecilia Napolitan .....[SEAL]

.....[SEAL]

My Commission expires Nov. 13 1971

Grace Shatto, Notary Public .....[SEAL]

.....[SEAL]

* Gene Hagberg Notary Public .....[SEAL]

My Commission expires Apr. 4, 1971

MINING LEASE

FROM

Harry O'Neill

TO

Attilio Napolitano

STATE OF COLORADO,
County of Clear Creek } ss.

I hereby certify that this instrument was filed for record in my office, at ..... o'clock ..... M., on the ..... day of ....., A. D. 19....., and is duly recorded in book ....., page .....

.....
Recorder.

By .....
Deputy.

Fees, $.....

8-68 BRADFORD PUBLISHING CO., DENVER

No. 90. MINING LEASE—Short Form. —Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado

THIS INDENTURE, Made this 30th day of September, 1969, between Harry O'Neill of 1306 Elizabeth Street, Denver, Colorado 80206

of the first part, and Attilio Napolitano, P.O. Box 507, Idaho Springs, Colorado 80452

of the second part, WITNESSETH, that the said part.....of the first part, for and in consideration of the rents, covenants and agreements hereinafter expressed to be paid, kept and performed by the said part.....of the second part, ha.....leased, let and demised, and by these presents do.....lease, let and demise unto the said part.....of the second part, the following described premises, situate, lying and being in Trail Gulch Mining District, in the County of Clear Creek and State of Colorado, to-wit:

Name of Claim:	Mineral Survey Number:
Last Chance	1463

TO HAVE AND TO HOLD THE SAME, for the purpose of mining, for the term of 5 years from the date hereof, unless sooner terminated under any of the provisions herein contained, with no power to assign this lease or any interest thereunder, or to sublet the whole or any part of said premises except upon the written consent of the part.....of the first part.....

And the said part.....of the second part, for and in consideration of the leasing of said premises, covenant.....and agree.....with said part.....of the first part to commence work on said premises when and if I reach the Last Chance Vein, while under contract with O.M.E. or with my own expenditure and thereafter to work the same continuously, in a thorough and workmanlike manner, employing at least 2 men underground,

and working at least.....10.....shifts each calendar month; to keep the same securely timbered, drained and clear of loose rock and rubbish; to keep accurate accounts, and to render .....statements to the said part.....of the first part, ...agent or attorney, showing the amount and character of work done, and to pay to said part.....of the first part, ... agent, or attorney, as rental for said premises royalty upon all ore taken and sold therefrom as follows, to-wit:

Twelve per centum (12%) of such ores mined, shipped or sold payable within 30 days after receipt of settlement by party of the second part (Lessee) from Mill or Smelter for mine run ores having a value of $200.00 or less, and twenty per centum (20%)of such ores mined, shipped, or sold for mine run ores running above $200.00 per ton, Monies to be divided according to percentage of ownership of Last Chance claim as listed in record book.

Unis B. Morgan	Undivided	1/4	ownership	25%
Unis W. Price	Undivided	1/8	ownership	12 1/2%
Lydia C. Regan	Undividied	1/4	ownership	25%
Ethyl P. Wilch	Undivided	1/8	ownership	12 1/2%
Harry O'Neill	Undivided	1/4	ownership	25%

And it is expressly understood and agreed by and between the parties hereto, that the said part..... of the first part reserves the property and right of property in and to all ores extracted from said premises during the term hereof, and that all settlements for royalty shall be made upon the assay value of the mineral in the ore that may be taken from said premises less the actual cost of railroad or trucking transportation and treatment; and the sampling works, mill, smelter, or ore buyer purchasing any such ore shall retain the amount of the royalty herein stated and shall pay the same to the part.....of the first part at each settlement for ore purchased.

And the said part.....of the second part furthermore covenant.....and agree.....that the said part.....of the first part, ...agent or attorney, shall have the right at any and all times to enter upon and descend into any and all parts of said premises to inspect the same, make surveys thereof, or take samples therefrom, and that the said part.....of the second part will render to..... all the assistance in.....power in so doing. And the said part.....of the second part furthermore covenant.....and agree.....to occupy and hold all side veins, spurs, feeders, cross-lodes, parallel lodes, or mineral deposits of any kind which may be discovered by the said part.....of the second part or by any person working under.....in any manner, by working within or from the aforesaid premises, as the property of the said part.....of the first part and as part of the premises demised, and to not allow any person not in privity with the parties hereto to take or hold possession of said premises or any part thereof under any pretense whatever, and to pay in due season all taxes and assessments levied against said demised premises on account of the production of ore under this lease.

And the said part.....of the second part furthermore covenant.....and agree.....that in case..... fails.....in any respect to keep and fulfill any one or more of the covenants or agreements herein expressed or implied, then, and in that case it shall be lawful for the said part.....of the first part, ... agent or attorney, to declare said term ended, and with or without process of law to enter upon and take possession of said premises, and in such case, and also at the expiration of this lease by limitation, said part.....of the second part agree.....to surrender, yield and deliver to said part.....of the first part quiet and peaceable possession of said premises in good condition, and that time shall be of the essence hereof, and that all of the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and lawful assigns of the respective parties hereto.

IN WITNESS WHEREOF, The parties hereto have executed these presents the day and year first above written.

Party of the first part (Lessor)

* X Harry O'Neill .....[SEAL]

Party of the second part (Lessee)

X Curtis Mapleton .....[SEAL]

.....[SEAL]

My Commission expires Nov. 13 1971

Grace Shatto, Notary Public .....[SEAL]

.....[SEAL]

* Gene Hagberg Notary Public .....[SEAL]

Commission expires Apr. 6, 197

MINING LEASE

FROM

Lydia C. Regan

TO

Attilio Napolitano

STATE OF COLORADO,
County of Clear Creek } ss.

I hereby certify that this instrument was filed for record in my office, at ..... o'clock ..... M., on the ..... day of ....., A. D. 19....., and is duly recorded in book ....., page .....

.....
Recorder.

By .....
Deputy.

Fees, $.....

BRADFORD PUBLISHING CO., DENVER

No. 90. MINING LEASE—Short Form. —Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado

THIS INDENTURE, Made this 30th day of October, 19 69, between ~~Byrle G. Hogan of Colorado National Bank, Trust Dept., Denver, Colorado 80217~~

The Colorado National Bank of Denver, Trustee

of the first part, and Attilio Napolitano, P.O. Box 507, Idaho Springs, Colorado 80452

of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the rents, covenants and agreements hereinafter expressed to be paid, kept and performed by the said party of the second part, has leased, let and demised, and by these presents does lease, let and demise unto the said party of the second part, the following described premises, situate, lying and being in Trail Gulch Mining District, in the County of Clear Creek and State of Colorado, to-wit:

Name of Claim:	Mineral Survey Number:
Last Chance	1463

TO HAVE AND TO HOLD THE SAME, for the purpose of mining, for the term of 5 years from the date hereof, unless sooner terminated under any of the provisions herein contained, with no power to assign this lease or any interest thereunder, or to sublet the whole or any part of said premises except upon the written consent of the party of the first part.

And the said party of the second part, for and in consideration of the leasing of said premises, covenants and agrees with said party of the first part to commence work on said premises when and if I reach the Last Chance Vein, while under contract with O.M.E. or with my own expenditure and thereafter to work the same continuously, in a thorough and workmanlike manner, employing at least 2 men underground,

And the said part...y...of the second part furthermore covenant...s...and agree..s...that the said part...y...of the first part, ...his.....agent or attorney, shall have the right at any and all times to enter upon and descend into any and all parts of said premises to inspect the same, make surveys thereof, or take samples therefrom, and that the said part...y...of the second part will render to.....lessors..... all the assistance in...his.....power in so doing. And the said part...y...of the second part furthermore covenant..s....and agree..s....to occupy and hold all side veins, spurs, feeders, cross-lodes, parallel lodes, or mineral deposits of any kind which may be discovered by the said part..y.....of the second part or by any person working under.....him.....in any manner, by working within or from the aforesaid premises, as the property of the said part...y...of the first part and as part of the premises demised, and to not allow any person not in privity with the parties hereto to take or hold possession of said premises or any part thereof under any pretense whatever, and to pay in due season all taxes and assessments levied against said demised premises on account of the production of ore under this lease.

And the said part..y.....of the second part furthermore covenant..s....and agree..s...that in case....he..... fails.....in any respect to keep and fulfill any one or more of the covenants or agreements herein expressed or implied, then, and in that case it shall be lawful for the said part..y.....of the first part, ..his..... agent or attorney, to declare said term ended, and with or without process of law to enter upon and take possession of said premises, and in such case, and also at the expiration of this lease by limitation, said part..y.....of the second part agree..s....to surrender, yield and deliver to said part...y...of the first part quiet and peaceable possession of said premises in good condition, and that time shall be of the essence hereof, and that all of the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and lawful assigns of the respective parties hereto.

This lease may be terminated at the option of the lessor if the contract with OME is cancelled or if the exploration or development of the claims now being worked by the lessee is abandoned or if such exploration and development indicate that no intersection with the last chance claim will be made. Lessee shall furnish the lessor with satisfactory evidence of his continued operation and exploration of adjacent claims every six (6) months.

IN WITNESS WHEREOF, The parties hereto have executed these presents the day and year first above written.

The Colorado Nationa, Bank of Denver, Trustee

Party of the first part (Lessor)

Colorado National Bank of Denver, Trustee

James T. Hancock

X Homer L. Hancock-Trust Officer .....[SEAL]

Party of the second part (Lessee)

X Cattelio Napolitano .....[SEAL]

My Commission expires Nov. 13 1971 .....[SEAL]

Grace Skatto, Notary Public .....[SEAL]

.....[SEAL]

.....[SEAL]

MINING LEASE

FROM

Lydia C. Regan

TO

Attilio Napolitano

STATE OF COLORADO,
County of Clear Creek } ss.

I hereby certify that this instrument was filed for record in my office, at ..... o'clock ..... M., on the ..... day of ....., A. D. 19....., and is duly recorded in book ....., page .....

.....
Recorder.

By .....
Deputy.

Fees, $.....

8-08 BRADFORD PUBLISHING CO., DENVER

No. 90. MINING LEASE—Short Form. —Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado

THIS INDENTURE, Made this 30th day of October, 19 69, between ~~Lyle C. Regan of Colorado National Bank, Trust Dept., Denver, Colorado 80217~~

The Colorado National Bank of Denver, Trustee

of the first part, and Attilio Napolitano, P.O. Box 507, Idaho Springs, Colorado 80452

of the second part, WITNESSETH, that the said party of the first part, for and in consideration of the rents, covenants and agreements hereinafter expressed to be paid, kept and performed by the said party of the second part, has leased, let and demised, and by these presents does lease, let and demise unto the said party of the second part, the following described premises, situate, lying and being in Trail Gulch Mining District, in the County of Clear Creek and State of Colorado, to-wit:

Name of Claim:	Mineral Survey Number:
Last Chance	1463

TO HAVE AND TO HOLD THE SAME, for the purpose of mining, for the term of 5 years from the date hereof, unless sooner terminated under any of the provisions herein contained, with no power to assign this lease or any interest thereunder, or to sublet the whole or any part of said premises except upon the written consent of the party of the first part.

And the said party of the second part, for and in consideration of the leasing of said premises, covenants and agrees with said party of the first part to commence work on said premises when and if I reach the Last Chance Vein, while under contract with O.M.E. or with my own expenditure and thereafter to work the same continuously, in a thorough and workmanlike manner, employing at least 2 men underground,

and working at least 10 shifts each calendar month; to keep the same securely timbered, drained and clear of loose rock and rubbish; to keep accurate accounts, and to render statements to the said party of the first part, his agent or attorney, showing the amount and character of work done, and to pay to said party of the first part, his agent, or attorney, as rental for said premises royalty upon all ore taken and sold therefrom as follows, to-wit:

Twelve per centum (12%) of such ores mined, shipped or sold payable within 30 days after receipt of settlement by party of the second part (Lessee) from Mill or Smelter for mine run ores having a value of $200.00 or less, and twenty per centum (20%) of such ores mined, shipped, or sold for mine run ores running above $200.00 per ton. Monies to be divided according to percentage of ownership of Last Chance claim as listed in record book.

Unis B. Morgan	Undivided	1/4	ownership	25%
Unis W. Price	Undivided	1/8	ownership	12 1/2%
The Colorado National Bank of Denver, Trustee	~~Lydia C. Regar~~	~~Undivided~~	~~1/4~~	~~ownership~~ ~~25%~~
Ethyl P. Wilch	Undivided	1/8	ownership	12 1/2%
Harry O'Neill	Undivided	1/4	ownership	25%

And it is expressly understood and agreed by and between the parties hereto, that the said party of the first part reserves the property and right of property in and to all ores extracted from said premises during the term hereof, and that all settlements for royalty shall be made upon the assay value of the mineral in the ore that may be taken from said premises less the actual cost of railroad or trucking transportation and treatment; and the sampling works, mill, smelter, or ore buyer purchasing any such ore shall retain the amount of the royalty herein stated and shall pay the same to the party of the first part at each settlement for ore purchased.

And the said part...y...of the second part furthermore covenant...s...and agree...s...that the said part...y...of the first part, ...his.....agent or attorney, shall have the right at any and all times to enter upon and descend into any and all parts of said premises to inspect the same, make surveys thereof, or take samples therefrom, and that the said part...y...of the second part will render to.....lessors..... all the assistance in...his.....power in so doing. And the said part...y...of the second part furthermore covenant...s...and agree...s...to occupy and hold all side veins, spurs, feeders, cross-lodes, parallel lodes, or mineral deposits of any kind which may be discovered by the said part...y...of the second part or by any person working under....him.....in any manner, by working within or from the aforesaid premises, as the property of the said part...y...of the first part and as part of the premises demised, and to not allow any person not in privity with the parties hereto to take or hold possession of said premises or any part thereof under any pretense whatever, and to pay in due season all taxes and assessments levied against said demised premises on account of the production of ore under this lease.

And the said part...y...of the second part furthermore covenant...s...and agree...s...that in case....he..... fails.....in any respect to keep and fulfill any one or more of the covenants or agreements herein expressed or implied, then, and in that case it shall be lawful for the said part...y...of the first part, ...his..... agent or attorney, to declare said term ended, and with or without process of law to enter upon and take possession of said premises, and in such case, and also at the expiration of this lease by limitation, said part...y...of the second part agree...s...to surrender, yield and deliver to said part...y...of the first part quiet and peaceable possession of said premises in good condition, and that time shall be of the essence hereof, and that all of the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and lawful assigns of the respective parties hereto.

This lease may be terminated at the option of the lessor if the contract with OME is cancelled or if the exploration or development of the claims now being worked by the lessee is abandoned or if such exploration and development indicate that no intersection with the last chance claim will be made. Lessee shall furnish the lessor with satisfactory evidence of his continued operation and exploration of adjacent claims every six (6) months.

IN WITNESS WHEREOF, The parties hereto have executed these presents the day and year first above written.

The Colorado Nationa, Bank of Denver, Trustee

Party of the first part (lessor)

Colorado National Bank of Denver, Trustee

James T. Lynnell

X Homer L. Hancock-Trust Officer .....[SEAL]

Party of the second part (~~lessee~~)

X Cattilio Napolitano .....[SEAL]

~~My Commission expires Nov. 13 1971~~ .....[SEAL]

Grace Shatto, Notary Public .....[SEAL]

.....[SEAL]

.....[SEAL]

MINING LEASE

FROM

Ethyl P. Wilch

TO

Attilio Napolitano

STATE OF COLORADO,
County of Clear Creek } ss.

I hereby certify that this instrument was filed for record in my office, at ..... o'clock ..... M., on the ..... day of ....., A. D. 19....., and is duly recorded in book ....., page .....

.....
Recorder.

By .....
Deputy.

Fees, $.....

8-68 BRADFORD PUBLISHING CO., DENVER

No. 90. MINING LEASE—Short Form. —Bradford Publishing Co., 1824-46 Stout Street, Denver, Colorado

THIS INDENTURE, Made this 30th day of September, 19 69, between Ethyl P. Wilch of 904 15th Place N.E., Mason City, Iowa 50401

of the first part, and Attilio Napolitano, P.O. Box 507, Idaho Springs, Colorado 80452

of the second part, WITNESSETH, that the said part of the first part, for and in consideration of the rents, covenants and agreements hereinafter expressed to be paid, kept and performed by the said part of the second part, ha leased, let and demised, and by these presents do lease, let and demise unto the said part of the second part, the following described premises, situate, lying and being in Trail Gulch Mining District, in the County of Clear Creek and State of Colorado, to-wit:

Name of Claim:	Mineral Survey Number:
Last Chance	1463

TO HAVE AND TO HOLD THE SAME, for the purpose of mining, for the term of 5 years from the date hereof, unless sooner terminated under any of the provisions herein contained, with no power to assign this lease or any interest thereunder, or to sublet the whole or any part of said premises except upon the written consent of the part of the first part.

And the said part of the second part, for and in consideration of the leasing of said premises, covenant and agree with said part of the first part to commence work on said premises when and if I reach the Last Chance Vein, while under contract with O.M.E. or with my own expenditure and thereafter to work the same continuously, in a thorough and workmanlike manner, employing at least 2 men underground,

and working at least.....10.....shifts each calendar month; to keep the same securely timbered, drained and clear of loose rock and rubbish; to keep accurate accounts, and to render .....statements to the said part.....of the first part, ...agent or attorney, showing the amount and character of work done, and to pay to said part.....of the first part, ... agent, or attorney, as rental for said premises royalty upon all ore taken and sold therefrom as follows, to-wit:

Twelve per centum (12%) of such ores mined, shipped or sold payable within 30 days after receipt of settlement by party of the second part (Lessee) from Mill or Smelter for mine run ores having a value of $200.00 or less, and twenty per centum (20%) of such ores mined, shipped or sold for mine run ores running above $200.00 per ton. Monies to be divided according to percentage of ownership of Last Chance claim as listed in record book.

Unis B. Morgan	Undivided	1/4	ownership	25%
Unis W. Price	Undivided	1/8	ownership	12 1/2%
Lydia C. Regan	Undivided	1/4	ownership	25%
Ethyl P. Wilch	Undivided	1/8	ownership	12 1/2%
Harry O'Neill	Undivided	1/4	ownership	25%

And it is expressly understood and agreed by and between the parties hereto, that the said part..... of the first part reserves the property and right of property in and to all ores extracted from said premises during the term hereof, and that all settlements for royalty shall be made upon the assay value of the mineral in the ore that may be taken from said premises less the actual cost of railroad or trucking transportation and treatment; and the sampling works, mill, smelter, or ore buyer purchasing any such ore shall retain the amount of the royalty herein stated and shall pay the same to the part.....of the first part at each settlement for ore purchased.

And the said part.....of the second part furthermore covenant.....and agree.....that the said part.....of the first part, ...agent or attorney, shall have the right at any and all times to enter upon and descend into any and all parts of said premises to inspect the same, make surveys thereof, or take samples therefrom, and that the said part.....of the second part will render to..... all the assistance in.....power in so doing. And the said part.....of the second part furthermore covenant.....and agree.....to occupy and hold all side veins, spurs, feeders, cross-lodes, parallel lodes, or mineral deposits of any kind which may be discovered by the said part.....of the second part or by any person working under.....in any manner, by working within or from the aforesaid premises, as the property of the said part.....of the first part and as part of the premises demised, and to not allow any person not in privity with the parties hereto to take or hold possession of said premises or any part thereof under any pretense whatever, and to pay in due season all taxes and assessments levied against said demised premises on account of the production of ore under this lease.

And the said part.....of the second part furthermore covenant.....and agree.....that in case..... fails.....in any respect to keep and fulfill any one or more of the covenants or agreements herein expressed or implied, then, and in that case it shall be lawful for the said part.....of the first part, ... agent or attorney, to declare said term ended, and with or without process of law to enter upon and take possession of said premises, and in such case, and also at the expiration of this lease by limitation, said part.....of the second part agree.....to surrender, yield and deliver to said part.....of the first part quiet and peaceable possession of said premises in good condition, and that time shall be of the essence hereof, and that all of the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and lawful assigns of the respective parties hereto.

IN WITNESS WHEREOF, The parties hereto have executed these presents the day and year first above written.

Geo R Lindemann
notary public

Party of the first part (Lessor)

x Ethyl P. Wilch .....[SEAL]

Party of the second part (Lessee)

x Cattalia Napolitano .....[SEAL]

.....[SEAL]

.....[SEAL]

.....[SEAL]

.....[SEAL]

MINING LEASE

FROM

Ethyl P. Wilch

TO

Attilio Napolitano

STATE OF COLORADO,
County of Clear Creek } ss.

I hereby certify that this instrument was filed for record in my office, at ..... o'clock ..... M., on the ..... day of ....., A. D. 19....., and is duly recorded in book ....., page .....

.....
Recorder.

By .....
Deputy.

Fees, $.....

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of the first part, and Attilio Napolitano, P.O. Box 507, Idaho Springs, Colorado 80452

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Name of Claim:	Mineral Survey Number:
Last Chance	1463

TO HAVE AND TO HOLD THE SAME, for the purpose of mining, for the term of 5 years from the date hereof, unless sooner terminated under any of the provisions herein contained, with no power to assign this lease or any interest thereunder, or to sublet the whole or any part of said premises except upon the written consent of the part of the first part.

And the said part of the second part, for and in consideration of the leasing of said premises, covenant and agree with said part of the first part to commence work on said premises when and if I reach the Last Chance Vein, while under contract with O.M.E. or with my own expenditure and thereafter to work the same continuously, in a thorough and workmanlike manner, employing at least 2 men underground,

and working at least.....10.....shifts each calendar month; to keep the same securely timbered, drained and clear of loose rock and rubbish; to keep accurate accounts, and to render .....statements to the said part.....of the first part, ...agent or attorney, showing the amount and character of work done, and to pay to said part.....of the first part, ... agent, or attorney, as rental for said premises royalty upon all ore taken and sold therefrom as follows, to-wit:

Twelve per centum (12%) of such ores mined, shipped or sold payable within 30 days after receipt of settlement by party of the second part (Lessee) from Mill or Smelter for mine run ores having a value of $200.00 or less, and twenty per centum (20%) of such ores mined, shipped or sold for mine run ores running above $200.00 per ton. Monies to be divided according to percentage of ownership of Last Chance claim as listed in record book.

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Unis W. Price	Undivided	1/8	ownership	12 1/2%
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Harry O'Neill	Undivided	1/4	ownership	25%

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And the said part.....of the second part furthermore covenant.....and agree.....that the said part.....of the first part, ...agent or attorney, shall have the right at any and all times to enter upon and descend into any and all parts of said premises to inspect the same, make surveys thereof, or take samples therefrom, and that the said part.....of the second part will render to..... all the assistance in.....power in so doing. And the said part.....of the second part furthermore covenant.....and agree.....to occupy and hold all side veins, spurs, feeders, cross-lodes, parallel lodes, or mineral deposits of any kind which may be discovered by the said part.....of the second part or by any person working under.....in any manner, by working within or from the aforesaid premises, as the property of the said part.....of the first part and as part of the premises demised, and to not allow any person not in privity with the parties hereto to take or hold possession of said premises or any part thereof under any pretense whatever, and to pay in due season all taxes and assessments levied against said demised premises on account of the production of ore under this lease.

And the said part.....of the second part furthermore covenant.....and agree.....that in case..... fails.....in any respect to keep and fulfill any one or more of the covenants or agreements herein expressed or implied, then, and in that case it shall be lawful for the said part.....of the first part, ... agent or attorney, to declare said term ended, and with or without process of law to enter upon and take possession of said premises, and in such case, and also at the expiration of this lease by limitation, said part.....of the second part agree.....to surrender, yield and deliver to said part.....of the first part quiet and peaceable possession of said premises in good condition, and that time shall be of the essence hereof, and that all of the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and lawful assigns of the respective parties hereto.

IN WITNESS WHEREOF, The parties hereto have executed these presents the day and year first above written.

Geo R Lindemann
notary public

Party of the first part (Lessor)

X Ethyl P. Wilch .....[SEAL]

Party of the second part (Lessee)

X Cornelia Napolitano .....[SEAL]

.....[SEAL]

.....[SEAL]

.....[SEAL]

.....[SEAL]

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

FEDERAL CENTER, DENVER, COLORADO 80225
Office of Minerals Exploration
Building 53 Room 200

April 25, 1969

OFFICIAL COPY
O. M. E.
RECEIVED
APR 28 1969

INITIALS	CODE

Memorandum

To: Chief, Office of Minerals Exploration

From: Field Officer, Region III

Subject: Transmittal of application for financial assistance for Mr. Attilio Napolitano

Transmitted herewith is an application for financial assistance in Minerals Exploration from Mr. Attilio Napolitano, P.O. Box 507, Idaho Springs, Colorado. Mr. Napolitano wishes to explore for silver and gold in the Empress Mine, Clear Creek County, Colorado at an estimated cost of $72,000.00.

J. William Hasler
Field Officer, Region III
Office of Minerals Exploration

Enclosure

MME Form 40
(Revised Nov. 68)

Budget Bureau No. 42-R1368
Approval expires Dec. 1971

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

OFFICIAL
O. M. E.
RECEIVED
APR 28 1969
INITIALS CODE

APPLICATION FOR FINANCIAL ASSISTANCE IN MINERALS EXPLORATION

Pursuant to Public Law 85—701 (72 Stat. 700; 30 U.S.C. 641)

NAME OF APPLICANT *(Full legal name and mailing address as they should appear on contract if one is executed.)*

Attilio Napolitano
P.O. Bx 507
Idaho Springs Colo
80452

APPLICANT DO NOT USE THIS BLOCK

DOCKET NUMBER 6787

DATE RECEIVED 4/-8/69

REGION III

DIVISION CODE

BUSINESS ORGANIZATION *(Check one)*

- INDIVIDUAL [X]
- CORPORATION [ ]
- PARTNERSHIP [ ]
- OTHER *(Specify)* [ ]

STATE IN WHICH FIRM IS ORGANIZED Colo.

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

NAME	ADDRESS	TITLE

MINERAL(S) FOR WHICH YOU WISH TO EXPLORE: Silver — Gold

ESTIMATED COST OF PROJECT: $72.000

PROPERTY NAME: Empress Mine

LOCATION — COUNTY: Clear Creek — STATE: Colo.

GENERAL INSTRUCTIONS

Before filling out this application, please read the *OME Regulations for Obtaining Federal Assistance in Financing Explorations for Mineral Reserves* (30 CFR Chap. II). To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit two copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 2, existing mine workings and geology in item 3, and the proposed exploration work in item 5. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 3(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Department of the Interior, U.S. Geological Survey, Office of Minerals Exploration, Washington, D. C., 20242, or with the nearest OME Field Office.*

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, and that he would not ordinarily undertake the proposed exploration under current conditions and circumstances at his sole expense.

April 5, 1969
DATED

Attilio Napolitano
BY (Signature)

Operator — Lessee
TITLE

A wilfully false statement or certification to any Department or Agency of the United States Government is a criminal offense.
U. S. Code, Title 18, Sec. 1001.

INFORMATION REQUIRED WITH THIS APPLICATION

1. Financial Eligibility:

(a) Submit evidence of efforts made within 90 days preceding the filing of this application to obtain credit from your bank of account and at least one other banking institution or other private source of credit. Such evidence shall include (1) true copies of your letters to credit sources which show date of loan request, amount and terms requested, and proposed use of loan funds and (2) true copies of replies from credit sources. If the loan was offered under terms which you consider unreasonable, state why you consider them so.

(b) List names and addresses of affiliated, parent, or controlling companies or organizations and state extent and nature of their interest.

(c) State how you propose to furnish your share of the cost of the exploration work.

2. Applicant's Rights in Land:

(a) State your interest in the land and mineral rights, whether owner, lessee, purchaser under contract, or other. If you are not the owner, submit one true copy of the lease, contract, or other document (with address of owner) under which you control the property. Describe all liens, mortgages, or other encumbrances on the land and state book and page number and official place where recorded.

(b) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all adjacent land which you own or control. Describe any part of the land or workings which should not be subject to Government royalty and liens. If the land consists of unpatented claims, state book and page number for each recorded location notice, including amended locations, and official place where recorded. State all the names by which you know the property.

(c) For all land or mineral rights encumbered or not owned, submit five copies of Lien and Subordination Agreements signed by owner on MME Form 52. If the agreements cannot be obtained, state reasons and whether you can furnish a performance bond.

3. Physical Description:

(a) Describe in detail and illustrate with maps or sketches all mining or exploration operations which you know have been or are being conducted upon the land. Include existing mine workings and all production facilities.

(b) State your interest, if any, in operations described in (a)

(c) State, if you know, the past and current production, supporting your statement with copies of settlement sheets, mine records, or published data if available.

(d) Describe known ore reserves, giving quantities and grades.

(e) Describe by narrative and maps or sketches the geologic features of the property, including ore minerals, geologic formations if known, and type of deposit (vein, bedded, etc.).

(f) If you have sampled the area you propose to explore, show where the samples were taken, describe sampling methods used, and provide copies of assay certificates. State your reasons for expecting to find ore.

(g) Send with your application at least *two* copies of all geologic or engineering reports, assay maps, or technologic information which you have, indicating whether you require their return.

4. Accessibility of Property:

(a) To aid the OME representative who may examine the property state name, address, and telephone number of person who will meet him; give directions for reaching the property; and describe accessibility of property and of any mine workings.

(b) Name the shipping and supply points and state the distances to the property.

5. Exploration Work:

(a) Describe fully the proposed exploration work giving individual footages and sizes of openings *for each item of work.* Use narrative, maps, plans, and sections as necessary. Show location of the proposed work as related to geologic features such as veins, ore-bearing beds, contacts of rock formations, etc. Show also the relation of the proposed work to any existing mine workings and to *land boundaries* or to the closest identifiable corner.

(b) If an access road must be built, show the proposed location on the property map and state the length, type and construction methods proposed.

(c) If an OME contract is executed, state how soon thereafter work would be started and finished. State your anticipated average daily or monthly rate of progress for each type of work.

6. Experience:

State your operating experience and background to conduct this exploration work and also that of the person who will supervise the work.

7. Estimate of Costs:

Furnish detailed estimates of the necessary costs for time and materials *for each item of the work proposed in 5(a)* under the headings listed below with a total for each heading and the estimated total cost of the work. Costs for any work to be performed by an independent contractor should be listed separately under category (a) below. Costs for any work that is not to be performed by an independent contractor should be listed under categories (b) through (g).

(a) Independent contracts. State the total cost of any proposed independent contract for all or any part of the work, and the number of units and the unit cost for each type of work, such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, or per cubic yard of material moved. Cost estimates should be supported by bids from three contractors if possible. (*Note*—If none of the work is to be contracted, write "none" after this item.)

(b) Personal services. The cost of supervision, engineering and geological services, outside consultants, and labor should be itemized by numbers and classes of employees; rates of wages, salaries or fees; and periods of employment. State whether these services are available.

(c) Operating materials and supplies. List items of material and supplies giving quantity and price of each. Include under this heading power, water, and fuel, and units of equipment and tools costing less than $50 each.

(d) Operating equipment. List items of equipment and tools costing $50 or more per unit. Give specifications and indicate how each item is to be acquired—i. e., rented, purchased or provided by the applicant. If rented or purchased, state the estimated rental or purchase price. If furnished by the applicant, state condition and present fair market value.

(e) Initial rehabilitation and repairs. Describe the type and the cost of *initial* rehabilitation or repair of existing buildings, fixtures, installations (exclusive of mine workings), and movable operating equipment now owned by the applicant which will be used in the exploration work.

(f) New buildings, fixtures, installations. Describe each building, fixed improvement, and installation to be purchased, constructed, or installed for the exploration work, stating specifications and cost including labor, materials, and supervision.

(g) Miscellaneous. Describe the type and estimate the cost of repairs and maintenance of the operating equipment listed in 7(d). Do not repeat initial repairs listed in 7(e). Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories. [*Note*—The Government will not contribute to costs incurred before the date of the contract, or to costs of or incident to: (1) acquiring, using, or possessing land and any existing improvements, facilities, buildings, installations, and appurtenances, or the depreciation and depletion thereof; (2) general overhead, corporate management, interest and taxes (other than payroll and sales taxes); (3) insurance (other than employees' liability insurance); and (4) damages to persons or property (other than authorized repair to or replacement of equipment or other property used in the work).]

The [illegible]ality of my work does not depend [illegible] the reputation of renowned and dead assayers... I'll compare results with any assayer, registered or not - but not with instruments whose accuracy is questionable, at best.

$1.00 extra will be charged for any and all samples over 20 pounds. And $3.00 extra for any and all wet samples over 10 pounds.

Spectro-Chemical Analysis covering over 50 elements plus an assay for Gold and Silver - $12.50 per sample. Qualitative Analysis reporting the presence of 15 or more elements plus an assay for Gold and Silver — $6.50 per sample.

MINER'S ASSAY OFFICE
BOX 777
IDAHO SPRINGS, COLO. 80452

THE FOLLOWING PRICE LIST WILL BE EFFECTIVE TILL FURTHER NOTICE.

Gold	$2.50
Silver	$2.50
Gold & Silver	$3.50
5 or more samples for Gold	$2.50
5 or more samples for Silver	$2.00
5 or more samples for Gold and Silver — $2.50 per sample.	
1 sample for Gold, Silver, Lead Zinc & Copper —$6.50.	
5 or more samples for Gold, Silver, lead Zinc & Copper - $5.00 per sample.	
Lead	$1.50
Zinc	$1.50
Copper	$1.50
Molybdenum	$5.00
Tungsten	$6.00
Mercury	$5.00
Uranium	$5.00
Other prices on request	

Specimen Price List

ROOT & SIMPSON, INC.

METALLURGICAL CHEMISTS & ASSAYERS

P. O. Box 2069 1310 E. 17th Ave.

Gold, Silver	$ 3.00
Gold and Silver (Same Sample)	4.50
Copper, Lead, Zinc, each	3.00
Aluminum	5.00
Antimony	5.00
Arsenic	5.00
Barium	5.00
Beryllium	10.00
Bismuth	5.00
Chromium	5.00
Cobalt	5.00
Fluorspar	5.00
Iron, Insoluble	3.00
Lime	3.00
Magnesium	6.00
Manganese	4.00
Mercury	5.00
Molybdenum	6.00
Nickel	6.00
Phosphorus	5.00
Platinum	6.00
Silica	4.00
Sulphur	5.00
Thorium	15.00
Tin	5.00
Titanium	5.00
Tungsten	5.00
Uranium	7.50
Vanadium	3.00
Rare Earths	15.00
Fusion Silica, Lime, Iron, Each	5.00
Selenium	10.00

One-half to one pound makes a good sample.

Minimum charge for preparation on all unprepared samples ..... .50

Charges must be prepaid in advance.

Prices Effective Sept. 21, 1966

The First National Bank in Golden
1301 Jackson Street
Golden Colo. 70402

Gentlemen:

I would like at this time to make application for a loan, to develop the Empress Mine, of which I hold a lease for 5 years, with another 5 year option.

All maps, surveys, evaluation reports and any other necessary information will be shown upon request.

The amount needed to carry on the necessary development work, would be approximately $8,000 to $10,000 per month for 5 to 6 months.

When development work is completed, production will start, and any ore shipped I will pay approximately 10% of all gross sales of ore, against the loan.

I would like every consideration as to the feasability of this loan.

As for collateral I will put up my lease.

Very truly yours,

A. Napolitano

GOLDEN
State Bank

Golden, Colorado - 279-4556

April 1, 1969

A. Napolitano
P. O. Box 507
Idaho Springs, Colorado 80452

Dear Mr. Napolitano:

Thank you for the letter we received April 1, 1969.

Concerning a loan on your Mining Operation, I am sorry to say that at this time we cannot help you.

If we can be of service to you in any other respect, please do not hesitate to let us know.

Sincerely,

A. J. Cueny
President

AJC/rl

Office of Minerals Exploration
Building 25
Denver Federal Center
Denver, Colorado 80225

Empress Mine
A. Napolitano, Lessee
P.O. Box 507
Idaho Springs, Colo. 80452
Phone: 567-2918

April 5, 1969

Dear Sir:

I would like to make application for an O.M.E. loan at this time, to further explore and develop the "Empress Mine", of which I am a lessee.

Enclosed is the information required by the application forms. I would appreciate any consideration or help thatcan be given me.

Very truly yours,

A. Napolitano

A. Napolitano

No. 1: Financial Eligibility

B. List names and addresses of affiliated parent or controlling companies or organizations.

The applicant is the sole owner of lease. There is no outside funds being used.

C. Share of costs by applicant.

Monies that I have saved from my business interests, plus money being used from an estate being settled.

All expenses incurred so far for repairs, equipment, and development work are paid for to date by applicant.

Applicants Rights in land.

a. Refer to copies of lease agreements.

B. Owners of land will not sign "Lien on Subordination Agreement". In lieu of Lien Agreement, I will furnish performance bond, if O.M.E. Loan is approved.

229.10

F.(1) If I am unable to secure performance, I would still deem it necessary in the public interest to get the Empress mine on a producing basis.

No. 3

Physical Description:

Refer to Investigation and Evaluation Binder of Empress, & Williams & Morgan properties, Trail Creek district, Clear Creek County, Colorado.

No. 4

Accessibility to Property:

Refer to Investigations & Evaluation Binder or phone 567-2918

Experience:

I was in coal stripping business from 1960 to 1963 with partner. Sold out to partner, 1963. Name of company Bologno & Napolitano.

Did construction work with brother-in-law off and on from 1963 to 1968. Name of company Brown Construction.

1964 and 1965 I was in business for myself under Nap Sales, in Washington, Pa. Selling cars and equipment. Account with Mellon Bank, Washington, Pa.

October 1965 I got a lease for a silver mining claim in San Miguel County at Placerville, Colo. Worked it 2 years doing development work. In 1968 stopped development work due to lease disagreement with owner.

October 1968, I got lease on the Empress Mine in Clear Creek County, Near Idaho Springs, Colo. Been doing repairs, machinery, pumping water, roads, and other development work from October 1968 to present.

Partner was to put up his share of money to get mine producing, but backed out after I committed myself to owners to lease mine.

That is why I am seeking O.M.E. help at this time.

If I get government help, I will supervise all development work at Empress Mine.

No. 7

Estimate of Costs:

Cost to extend drift to the Morgan-Williams shaft. So as to be able to pump water out of Morgan-Williams shaft. Through Empress audit drainage. Get samples of ore vein after water is pumped out as to proposed valuation, compared to previous assays of Morgan-Williams mine.

Cost for drifting labor and material does not include machinery rental. Is approximately $50.00 per foot. It is about 800 ft. to Morgan-Williams Shaft.

800 ft. @ $50.00 per ft = $40,000

Cost to sink winze after water is pumped out. And all repairs are made. Cost of pumping water and repairs is finished about halfway down. Paid for by operator lessee. The other half will also be done by operator lessee including costs.

To sink winze 50 to 75 ft to intersect a & B vein. Including labor and material. Does not include machinery rental. Is approximately $50.00 per ft.

$50.00 x 75 ft = $3,750.

A. Independent contracts: None

Estimate of Costs

B. Personal Services cost:

Supervision approximately 900 per month for 5 to 6 months.
au,ag,cu,pb,zn Assay cost every 5 ft of drift and winze. 875 ft. approximate cost: $875.00
Engineering, geological services and outside consultants.
Most of it has been done and paid for by operator lessee.
Additional services should run $75.00 per day plus expenses. Twice a month for 6 months. Cost should be approximately $1,100.00.

Labor:

4 miners @ approximately $3.50 per hr. for 5 days per week.
$128.00 per day $640.00 per 5 day week.
Work should take 5 to 6 months @ $2,560.00 per month.
Miners are scarce in this area at this time, but supervisor has access to hiring needed miners.

C. Operating material and supplies:

1600 ft. rail approximately $1.00 per ft.	$1,600.00
Joints & belts approximately	144.00
Spikes approximately	84.00
Ties wooden approximately	480.00
2" air line 875 ft. @ 1.40 per ft. approx.	1,225.00
3/4" water line approximately 1000 ft.	400.00
Powder fuses and caps approx.	297.50
Electric wiring bulbs 10 wire	188.00
Gasoline & Oil approx. 20.00 per day	2,900.00
Timber & ladderways	180.00

D. Operating equipment – Items of equipment and tools costing $50.00 or more.

Exploration Work:

A. Refer to Maps.
To extend 5' x 7' drift eastward, as shown on map. For approximately 800 ft. to Morgan-Williams shaft. So as to be able to pump water out of Morgan Williams shaft, through east drift and audit to outside. Take samples of ore after water is pumped out to determine which way to go for the better grade ore.

To sink winze after water is pumped out. It will be necessary to make repairs on timber ladderways and bucket slide. Then sink winze approximately 50' to 75' so as to intersect B vein where the two veins meet A & B. There should be a richer grade of ore. As well as a much wider vein or pocket. Assays will then be made to determine such.

B. Access road to mine audit and buildings has been done by operator lessee.

C. If O.M.E. contract is executed, work will start immediately. Average daily rate of progress in east drift will be approximately 5 ft. per day. Average daily rate of progress in winze will be approximately 3 to 4 ft. per work day.

Estimate of Costs:

D. Equipment bought by applicant

Air sump pump to pump water used (just overhauled)	$ 475.00
2 new Homolite Electric water pumps 900 G.P.M.	1,750.00
5000 W. generator New	975.00
200 ft. water hoses New	185.00
150 ft. 3/4" air hoses New	150.00
Air Tugger & Bucket used	325.00
Auxiliary air compressor (Just overhauled) 90 C.F.M.)	675.00
Power Saw used	85.00

Rental Equipment needed:

Jack Leg Drill	$ 60.00 per month rental
285 C.F.M. Compressor	350.00 per month rental
Eimmco Loader 12B	375.00 per month rental
Trammer	140.00 per month rental
3 ore cars to haul muck out	75.00 per month rental

7 # 10.00
160

Estimate of Costs:

E. Initial rehabilitation and repairs, has been done by applicant.

F. New building and fixtures, installations.
Nothing new needed. Used buildings repaired and in good shape for use.

G. Miscellaneous:

Estimate of costs of repairs and maintenance of operating equipment listed in 7D being rented.
Should average out at $150.00 per month.
Cost of analytical work accounting, workmens compensation and employees liability insurance, payroll taxes and other required costs. Approximately $180.00 per month.

229.6

Information required:

C. I would not normally undertake the development work of the Empress Mine. As the cost involved is too great for me as an individual.

229.10

F.1. I would deem it very dearly if the secretary would hold me solely responsible for the repayment of the loan. And any interest I may have at the time of the loan. I feel it would be in the public interest, to get the Empress on a producing basis. And the pay back to the government will be as much as I can stand, without jeopardizing the continued operation of the Empress Mine.

MINING LEASE

THIS AGREEMENT OF LEASE, made and entered into this 1st day of August, 1967, by and between E. A. CULTER, of Idaho Springs, Colorado, G. R. CULTER, of Denver, Colorado, and D. M. CULTER, of Idaho Springs, Colorado, hereinafter called the Lessors, and D. M. CULTER, of Idaho Springs, Colorado, hereinafter called the Lessee.

W I T N E S S E T H

That the said Lessors for and in consideration of the rents, royalties, covenants and agreements hereinafter expressed to be paid, kept and performed by the said Lessee, have leased, let and demised and by these presents do lease, let and demise unto the said Lessee the following described mining property and premises, situate in the Trail Gulch Mining District, Clear Creek County, Colorado, to-wit:

The Mary Ellen, Beatrice, Empress and Sunnyside Lode Mining Claims, all in U. S. Survey No. 15502

TO HAVE AND TO HOLD, the above described premises for the purpose of mining, from the 1st day of August, 1967 to the 1st day of August, 1972, unless sooner forfeited or terminated through the violation of any of the covenants and conditions herein contained.

The said Lessee in consideration of the premises has covenanted, contracted and agreed, and by these presents does covenant, contract and agree to and with the said Lessors, their executors, administrators and assigns.

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

2. To work and mine said premises as aforesaid, steadily and continuously during the period of this lease and in doing said

work to perform at least 200 shifts of mining labor per year, each and every year during the life of this lease.

3. To repair all old timbering wherever it may become necessary, and to well and sufficiently timber said mine and mining premises at all points where proper and necessary in accordance with good and safe mining; continuing the timbering in the working shafts now upon said premises with timber of the same dimensions as heretofore used, unless it becomes necessary for safety to use larger timber, in which event timbers of sufficient size for safety and permanent mining shall be used.

4. To allow the Lessors or their agent from time to time to enter upon and descend into all parts of said leased premises, for the purpose of inspection, surveys or taking samples therefrom, and to render to said parties proper assistance in making such inspection, surveys or examination.

5. To occupy and hold as the property of the Lessors all cross and parallel lodes, spurs and mineral deposits of every kind which may be uncovered, disclosed or discovered within said leased ground by the said Lessee or any person or persons under or in privity with him, with privilege to said Lessee to work and mine the same as part and parcel of said premises.

6. To keep at all times the drifts, shafts, tunnels and other workings, thoroughly drained and clear of loose rock and rubbish, unless prevented by extraordinary mining casualty.

7. To show no waste underground except with the consent and under the direction of the lessor.

8. To do no underhand stopping below the bottom of any main working level or winze and to do no stopping or breaking of ore or work within four feet of any working shaft.

9. Not to adulterate or mix any ores broken or mined without the consent of the Lessors; it being understood that all ores mined which are too low grade for present shipment shall remain the property of and be subject to the control and disposition of the lessor.

10. To make all working shafts at least four (4) feet by eight (8) feet in the clear; all drifts and tunnels at least three ~~and one-half~~ (~~3½~~ four) feet by ~~six and one-half (6½) feet~~ seven in the clear, and all winzes and raises at least ~~three and one-half (3½)~~ four feet by seven (7) feet in the clear.

11. It is expressly understood and agreed that the Lessors reserve the property and right of property in and to all ores extracted from said premises during the period of this lease, and the said Lessee covenants and agrees to pay and allow the Lessors as royalty upon all ores mined, shipped or sold from said leased premises in any manner during the life of this lease, as follows, to-wit:

Ten per centum (10%) of such ores mined, shipped or sold, payable within 30 days after receipt of settlement by Lessee from mill or smelter for mine run ores having a value of Two Hundred Dollars ($200.00) or less, and twenty per centum (20%) of such ores mined, shipped or sold for mine run ores running above Two Hundred Dollars ($200.00) per ton, and if in any month the royalty payments do not equal One Hundred Dollars ($100.00) or more, then the Lessee is to pay to the Lessors One Hundred Dollars ($100.00), or the difference between the royalty paid and One Hundred Dollars ($100.00).

All settlements to be made upon the smelter, mill or sampler net assay values, deducting therefrom only the actual cost of transportation and treatment.

12. The Lessee shall and hereby does assume all responsibility in case of accident to himself or any of his employees in or about said property, and agrees to protect the interest of all parties hereto with Workman's Compensation Insurance.

13. All taxes assessed against said demised premises for ores mined and shipped under this lease shall be paid by the lessee.

14. All bills and expenses incurred by the Lessee or those in privity with him shall be promptly paid by the Lessee, and by such prompt payment said Lessee shall prevent the filing of any and all liens of miners, mechanics or material men, against such demised

premises; and if, by reason of the failure of said Lessee to pay such bills or expenses, any lien or liens shall be filed against said premises, the Lessors may forthwith pay off and discharge the same, and the said Lessee hold himself bound to pay to said Lessors all sums so advanced or paid to clear said premises from liens which may be filed as aforesaid, and the said Lessors my also at their election declare a forfeiture of this lease.

15. Further, that he will deliver to said Lessors quiet and peaceable possession of said demised premises in good order and condition with all drifts, tunnels and other passages thoroughly drained and cleared of loose rock and rubbish and said premises ready for immediate continued working, without demand or further notice, on the 1st day of August, 1972, at noon, or at any time previous thereto, upon demand for forfeiture, and it is mutually understood that all machinery and tools which may be placed upon said premises by the said Lessee may be removed therefrom within ten (10) days after the termination of this lease, provided, however, that no such tools or machinery shall be so removed while the said Lessee may be in any manner indebted to the said Lessors under any obligation incurred under this lease.

16. Upon the violation of any covenant or condition herein contained, this lease shall at the option of said Lessors expire, and terminate, and the said premises with the appurtenances and all buildings and other improvements shall become forteited to the Lessors, and the said Lessors or their agent may thereupon, after demand in writing for possession, enter upon said premises and dispossess all persons occupying the same, with or without force, and with or without process of law, or at the option of the lessors the said Lessee and all persons found occupying said premises or any part thereof may be proceeded against as guilty of unlawful detainer.

17. This lease may be terminated by Lessee at any time, when not in default, by giving Lessors 30 days' previous written notice of his intention to terminate.

18. Lessee shall have the option to renew this lease for a further term of five (5) years upon the same terms and conditions as herein set forth by notice in writing to said Lessors on or before August 1, 1972.

Time is of the essence of this agreement, and each and every clause of thisindenture and all the covenants and conditions contained herein expressed or implied shall extend to the successors, heirs, executors, administrators and lawful assigns of all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names the day and year first above written.

Ezra (E A) Culter
E. A. Culter

G. R. Culter
G. R. Culter

D. M. Culter
D. M. Culter

LESSORS

D. M. Culter
D. M. Culter

LESSEE

STATE OF COLORADO)
COUNTY OF)

The foregoing instrument was acknowledged before me this 25th day of August, 1967, by Ella Culter and E A Culter and D M Culter

Witness my hand and official seal.

My commission expires:
My Commission expires Feb. 10, 1968

Harold Vincerson
Notary Public

ASSIGNMENT OF MINING LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

D. M. CULTER
Idaho Springs, Colorado

hereinafter called Assignor, for and in consideration of One Dollar ($1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

A. NAPOLITANO
Washington, Pennsylvania

(hereinafter called Assignee), all of his right, title and interest, subject to the overriding royalty reservation hereinafter set out, in and to the mining lease dated August 1, 1967, from

E. A. CULTER,
G. R. CULTER and
D. M. CULTER

lessor to D. M. CULTER, lessee recorded in book 311, page 509 insofar as said lease covers the following described land in Clear Creek County, State of Colorado:

The following mining claims located in the Trail Gulch Mining District:

The Mary Ellen, Beatrice,
Empress and Sunnyside Lode
Mining Claims

all in Survey 15502

together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The Assignor herein hereby expressly excepts, reserves and retains title to an undivided 2% of 8/8ths of all ores mined, shipped or sold from mill or smelter for mine run ores having a value of $ 200.00 or less per ~~month~~ ounce from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, as an overriding royalty, payable on the same basis as the royalty provided for in said lease.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease on the land

described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

The Assignee shall and hereby does assume all responsibility in case of accident to himself or any of his employees in or about said property, and agrees to protect the interest of all parties hereto with Workman's Compensation Insurance.

Assignee shall indemnify and hold harmless Assignor from and against all claims or liability arising out of violation of any law, damage to property of, injuries to, or death of persons, other than Assignor, its agents, or employees, where such violation, damage, injury or death is caused by the use, operation or development of the assigned property by Assignee.

Assignor covenants that he will pay all minimum royalty payments due until February 1, 1968 under the terms of the lease.

EXECUTED, This 16th day of December, 1968.

Douglas M. Culter
D.M. CULTER

STATE OF COLORADO)
COUNTY OF Clear Creek) ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 16th day of December, 1968, personally appeared D. M. CULTER to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

HAROLD A. ANDERSON NOTARY PUBLIC STATE OF COLORADO

Harold A. Anderson
Notary Public

My Commission Expires: My Commission expires Feb. 9, 1972

Recorded FEB 14 1969 at 2:10 O'clock P. M.
Reception No. 42651 Margaret V. Chiles, Recorder.

~~ORIGINAL~~ COPY

MINING LEASE

THIS AGREEMENT OF LEASE, made and entered into this first day of October, 1968, by and between HENRY W. GAFFNEY, of Newark, New Jersey, hereinafter called the Lessor, and A. NAPOLITANO, of Washington, Pennsylvania, hereinafter called the Lessee.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the covenants and agreements hereinafter set forth to be kept and faithfully performed by LESSEE, and the rentals and royalties to be paid LESSOR by LESSEE, as hereinafter stated and reserved, LESSOR hereby LEASES, LETS, GRANTS and DEMISES unto LESSEE, and LESSEE'S assigns and successors insofar as permitted herein, the exclusive right and provilege to enter immediately upon, and take the sole and exclusive possession and control of the following mining property and premises situate in the Trail Gulch Mining District, Clear Creek County, Colorado, to-wit:

NAME OF CLAIM	MINERAL SURVEY NUMBER
Williams Lode Mining Claim	U.S.M.S. No. 13441
Morgan Lode Mining Claim	U.S.M.S. No. 13441

TOGETHER WITH, all and singular, the appurtenances thereto, including water rights, ways, easements, ditches and flumes used in connection therewith, and the ores, metals, and minerals therein or thereunder, or to which the right to mine and remove from ground beyond the boundaries thereof extends by law.

TO HAVE AND TO HOLD the above-mentioned Leased Premises unto the LESSEE for a Five (5) Year Term commencing at noon on October 1, 1968, and expiring at noon on October 1, 1973, unless sooner surrendered, forfeited, cancelled, or otherwise terminated,

L-1258

as hereinafter permitted or required, for all purposes reasonably incident to exploration for, and sampling, developing, mining, handling, processing, and disposing of all ores, metals, and minerals (hereinafter sometimes referred to as the "Leased Deposits") which are or may be found therein or thereunder or which may be recovered from ground beyond the boundaries of the Leased Premises by virtue of the location, ownership and possession thereof according to law, TOGETHER WITH THE RIGHTS:

(a) To construct, improve, equip, repair, maintain, and operate all kinds of buildings, plants, works, structures and appliances as may be necessary or convenient for the development, mining, handling, processing and marketing of the Leased Deposits;

(b) To use the surface and subsurface of the Leased Premises in such manner and to such extent as may be necessary or convenient for the exercise of the rights and privileges herein granted;

(c) To use, so long as this Agreement shall be and remain in full force and effect, the surface, subsurface, and underground workings within or appurtenant to the Leased Premises to the extent necessary or convenient for the development, mining, handling and processing of ores, metals, and minerals from other properties then owned, leased or otherwise controlled by LESSEE.

The said Lessee in consideration of the premises has covenanted, contracted and agreed, and by these presents does covenant, contract and agree to and with the said Lessors, their executors, administrators and assigns.

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

2. To work and mine said premises as aforesaid, steadily and continuously during the period of this lease and in doing said work to perform at least 200 shifts of mining labor per year, each and every year during the life of this lease.

3. To repair all old timbering wherever it may become necessary, and to well and sufficiently timber said mine and mining premises at all points where proper and necessary in accordance with good and safe mining; continuing the timbering in the working shafts now upon said premises with timber of the same dimensions as heretofore used, unless it becomes necessary for safety to use larger timber, in which event timbers of sufficient size for safety and permanent mining shall be used.

4. To allow the Lessors or their agent from time to time to enter upon and descend into all parts of said leased premises, for the purpose of inspection, surveys or taking samples therefrom, and to render to said parties proper assistance in making such inspection, surveys or examination.

5. To occupy and hold as the property of the Lessors all cross and parallel lodes, spurs and mineral deposits of every kind which may be uncovered, disclosed or discovered within said leased ground by the said Lessee or any person or persons under or in privity with him, with privilege to said Lessee to work and mine the same as part and parcel of said premises.

6. To keep at all times the drifts, shafts, tunnels and other workings, thoroughly drained and clear of loose rock and rubbish, unless prevented by extraordinary mining casualty.

7. To show no waste underground except with the consent and under the direction of the lessor.

8. To do no underhand stoping below the bottom of any main working level or winze and to do no stoping or breaking of ore or work within four feet of any working shaft.

9. Not to adulterate or mix any ores broken or mined without the consent of the Lessors; it being understood that all ores mined which are too low grade for present shipment shall remain the property of and be subject to the control and disposition of the lessor.

10. To make all working shafts at least four (4) feet by eight (8) feet in the clear; all drifts and tunnels at least four (4) feet by seven (7) feet in the clear, and all winzes and raises at least four (4) feet by seven (7) feet in the clear.

11. It is expressly understood and agreed that the Lessors reserve the property and right of property in and to all ores extracted from said premises during the period of this lease, and the said Lessee covenants and agrees to pay and allow the Lessors as royalty upon all ores mined, shipped or sold from said leased premises in any manner during the life of this lease, as follows, to-wit:

Twelve per centum (12%) of such ores mined, shipped or sold, payable within 30 days after receipt of settlement by Lessee from mill or smelter for mine run ores having a value of Two Hundred Dollars ($200.00) or less, and twenty per centum (20%) of such ores mined, shipped or sold for mine run ores running above Two Hundred Dollars ($200.00) per ton.

All settlements to be made upon the smelter, mill or sampler net assay values, deducting therefrom only the actual cost of transportation and treatment.

12. The Lessee shall and hereby does assume all responsibility in case of accident to himself or any of his employees in or about said property, and agrees to protect the interest of all parties hereto with Workman's Compensation Insurance.

Lessee shall indemnify and hold harmless Lessor from and against all claims or liability arising out of violation of any law, damage to property of, injuries to, or death of persons, other than Lessor, its agents, or employees, where such violation, damage, injury or death is caused by the use, operation or development of the leased property by Lessee.

13. All taxes assessed against said demised premises for ores mined and shipped under this lease shall be paid by the lessee.

14. All bills and expenses incurred by the Lessee or those in privity with him shall be promptly paid by the Lessee, and by such prompt payment said Lessee shall prevent the filing of any and all liens of miners, mechanics or material men, against such demised premises; and if, by reason of the failure of said Lessee to pay such bills or expenses, any lien or liens shall be filed against said premises, the Lessors may forthwith pay off and discharge the same, and the said Lessee hold himself bound to pay to said Lessors all sums so advanced or paid to clear said premises

from liens which may be filed as aforesaid, and the said Lessors may also at their election declare a forfeiture of this lease.

15. Further, that he will deliver to said Lessors quiet and peaceable possession of said demised premises in good order and condition with all drifts, tunnels and other passages thoroughly drained and cleared of loose rock and rubbish and said premises ready for immediate continued working, without demand or further notice, on the first day of October, 1973, at noon, or at any time previous thereto, upon demand for forfeiture, and it is mutually understood that all machinery and tools which may be placed upon said premises by the said Lessee may be removed therefrom within ten (10) days after the termination of this lease, provided, however, that no such tools or machinery shall be so removed while the said Lessee may be in any manner indebted to the said Lessors under any obligation incurred under this lease.

16. If at any time Lessee shall be in default in the performance of any of the terms and conditions of this lease to be performed by it, provided such default is not caused by casualties, strikes, litigation, storms, floods, Acts of God, or other causes or things beyond the control of Lessee, and if such default is continued for a period of ninety days after written notice of such default being given by Lessor to Lessee, then and in such event Lessor may terminate this lease by notice to Lessee.

17. This lease may be terminated by Lessee at any time, when not in default, by giving Lessors 30 days' previous written notice of his intention to terminate.

18. Lessee shall have the option to renew this lease for a further term of five (5) years upon the same terms and conditions as herein set forth by notice in writing to said Lessors on or before October 1, 1973, at Lessor's address shown on page 1.

3

42651 ✓

Recorder's Office
STATE OF COLORADO, } ss.
Clear Creek County

I hereby certify that the within instrument was filed on the day FEB 14 1969 at 2:10 o'clock P. M. and Recorded in Book ____ at Page ____

Margaret Chiles
Recorder

$10.50 fd.

A. Napolitano
Box 507
Idaho Springs, Colo.

POOLING AGREEMENT

County of Clear Creek, State of Colorado

THIS AGREEMENT, entered into as of December 16, 1968, by and between the parties subscribing, ratifying, or consenting hereto and herein referred to as the "parties hereto,"

Witnesseth That:

Whereas, the parties hereto are the owners of working, royalty, or other mineral interests in the Unit Area subject to this Agreement; and

Whereas, it is the purpose of the parties hereto to unitize, pool, and consolidate their interests in the Unit Area and to authorize and to permit the unitized operation of the Unit Area under the terms, conditions, and provisions herein set forth;

Now Therefore:

In consideration of the mutual agreements of the parties as hereinafter set forth and of the benefits to be derived from the unitized operations provided for, it is hereby agreed between the parties hereto as follows:

1. The following definitions shall govern in the interpretation of this agreement:

(a) The Unit Area shall mean and include the following described land located in Clear Creek County, Colorado in the Trail Creek Mining District:

	MINING CLAIMS	MINERAL SURVEY NUMBER
Tract 1	Williams	U.S.M.S. No. 13441
Tract 2	Morgan	U.S.M.S. No. 13441
Tract 3	The Mary Ellen	U.S.M.S. No. 15502
Tract 4	Beatrice	U.S.M.S. No. 15502
Tract 5	Empress	U.S.M.S. No. 15502
Tract 6	Sunnyside	U.S.M.S. No. 15502

and if and wherever the context of this Agreement permits or necessitates the surface of the lands committed to this Agreement.

(b) The term "unitized substances" means and includes all ores, metals, and minerals which may be produced from the Unit Area.

2. (a) The parties hereto do, to the extent of their interests therein, hereby unitize, consolidate, and pool as of the effective date of this Agreement their interests respectively in and to all tracts within the Unit Area. The Unit Area shall, from and after the effective date hereof, be produced and operated as a single unit for the production of unitized substances in the same manner and with like effect as if the Unit Area comprised but a single tract covered by a single mining lease and without regard to the boundary lines established by separate ownership of any interest in the several tracts.

(b) The lessees in the mining leases covering the tracts within the Unit Area shall at all times have the right of ingress to and egress from and upon the surface and subsurface of each tract within the Unit Area to the extent reasonably necessary in the conduct of operations hereunder for the development, mining, handling and processing of ores, metals, and minerals from the Unit Area; and to install, operate, maintain, repair, renew, use, and remove or

relocate any mining equipment and machinery and facilities necessary or convenient for the production, gathering, storing, treating, or otherwise handling of unitized substances produced from the Unit Area.

3. (a) All unitized substances produced and saved from the Unit Area after the effective date of this Agreement shall be apportioned among the owners as follows:

OWNER	PERCENTAGE INTEREST AND REVENUE INTEREST		
	from mill or smelter for mine run ores having a value of $200.00 or less per ton	from mill or smelter for mine run ores having a value of more than $200.00 per ton	minimum mining royalty per month
E. A. Culter	2.50	4.17	$100.00 ~~$50.00~~
G. R. Culter	2.50	4.17	~~25.00~~
D. M. Culter	2.50	4.17	~~25.00~~
Henry W. Gaffney	2.50	4.17	None
Donald I. Foster	2.00	3.33	None
A. Napolitano	88.00	80.00	None

The quantity of unitized substances so apportioned and allocated to an owner within the Unit Area, and only that quantity, shall be deemed to have been produced from the Tract of each owner whether such quantity be greater or less than the quantity of unitized substances actually produced therefrom, and whether or not any unitized substances are actually produced therefrom.

(b) So much of the unitized substances produced from the Unit Area as may reasonably be required therefor may be used in carrying on any of the operations under this Agreement. Unitized substances so used, or produced from and reinjected into the Unit Area, or destroyed by fire or other casualty or lost in handling shall not be considered saved and subject to allocation hereunder, and no payments shall accrue to royalty owners or lessees in respect thereof.

4. (a) Payments to the owners of interests within the respective Tracts within the Unit Area shall be made to such owners according to their respective participating interests as hereinafter set out, and shall be made in the manner provided in the leases and other contracts pertaining to such Tracts and interests; and it is agreed that payments made in accordance herewith shall constitute full and complete payment of all royalties, overriding royalties, or other payments due under such leases or contracts. Nothing herein contained, however, shall be construed to transfer title to or to effect any assignment or cross-assignment among or between any of the parties hereto to any land, leasehold interest, royalty, overriding royalty, or mineral interest.

(b) The development and operation of or production of unitized substances from any of the lands within the Unit Area shall be deemed full performance of all obligations for development, operation, and production with respect to each and every lease or part thereof or interest therein which is subject to this Agreement, regardless of whether there is any development or operation on or production from any particular part or Tract within the Unit Area. No lease or other mineral interest shall expire in whole or in part by reason of the lessees' failure to produce on any land embraced in such lease so long as operations hereunder are conducted upon any Tract or land committed to this Agreement. Each lease or other contract affecting lands committed to this Agreement and relating to the drilling, development, operation, or production of ores, metals, or minerals therefrom, which by its terms might expire prior to the termination of this Agreement, is hereby extended beyond such term provided therein so that it shall be continued in full force and effect for and during the entire term of this Agreement.

5. As between the owners of leasehold interests within the Unit Area, a separate Operating Agreement shall be entered into which shall govern the sharing of production and costs among such owners.

6. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this Agreement terminates, and the terms and provisions hereof shall be binding upon the heirs, successors, representatives, and assigns of the parties hereto.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and each party executing a counterpart hereof shall be bound thereby in the same manner and with like effect as if every party executing a counterpart hereof had joined in and executed the same instrument. The execution and filing of record of a ratification of or consent to this Agreement, referring hereto therein, shall have the same effect as if a counterpart hereof had been executed and recorded by the party executing such ratification or consent.

8. This Agreement shall become effective as of the date first hereinabove appearing; provided, however, that this Agreement may be terminated at any time with the unanimous consent of the owners of the leasehold interests within the Unit Area; and provided further, that upon the termination of this Agreement, the parties hereto shall be governed thereafter by the terms and provisions of the leases and contracts affecting the Tracts within the Unit Area just as if this agreement had never been entered into. Any such lease or contract which would otherwise terminate or expire upon the termination of this Agreement shall nevertheless continue in force and effect for a period of ninety (90) days subsequent to the termination of this Agreement and so long thereafter as drilling reworking, or producing operations are conducted with diligence on the lands covered thereby.

9. The Unit Area is affected by the following Mining Leases;

(a) Dated October 1, 1968 between Henry W. Gaffney, Lessor and A. Napolitano, Lessee affecting;

NAME OF CLAIM	MINERAL SURVEY NUMBER
Williams Lode Mining Claim	U.S.M.S. No. 13441
Morgan Lode Mining Claim	U.S.M.S. No. 13441

herein called the Gaffney Lease.

(b) Dated August 1, 1967 between E. A. Culter, G. R. Culter, and D. M. Culter, Lessors and D. M. Culter, Lessee affecting;

NAME OF CLAIM	MINERAL SURVEY NUMBER
The Mary Ellen	U.S.M.S. No. 15502
Beatrice	U.S.M.S. No. 15502
Empress	U.S.M.S. No. 15502
Sunnyside	U.S.M.S. No. 15502

herein called the Culter Lease.

10. Paragraph 2 of the Culter Lease and paragraph 2 of the Gaffney Lease requires 200 shifts of mining labor per year. Notwithstanding this specific wording of these two leases, the parties hereto agree that only 200 shifts of mining labor per year shall be required on the unit area under the terms of this agreement. The parties further agree that the lease is in full force and effect and that the year for the purposes of determining mining shifts shall begin on January 1, 1969.

STATE OF COLORADO)
Clear) ss.
_____County of Creek)

The foregoing instrument was acknowledged before me December 16, 1968, by

E. A. CULTER

My commission expires

Witness my hand and official seal.

My Commission expires Feb. 9, 1972

Harold G. Anderson
Notary Public

STATE OF COLORADO)
) ss.
_____County of Clear Creek

The foregoing instrument was acknowledged before me December 16, 1968, by

G. R. CULTER

My commission expires

Witness my hand and official seal.

My Commission expires Feb. 9, 1972

Harold G. Anderson
Notary Public

STATE OF COLORADO)
Clear) ss.
_____County of Creek)

The foregoing instrument was acknowledged before me December 16, 1968, by

D. M. CULTER

My commission expires

Witness my hand and official seal.

My Commission expires Feb. 9, 1972

Harold G. Anderson
Notary Public

STATE OF COLORADO)
) ss.
_____ County of Jefferson

The foregoing instrument was acknowledged before me December 16, 1968, by

DONALD I. FOSTER

My commission expires 9-14-70

Witness my hand and official seal.

Notary Public

11. This Agreement may be executed in counterpart and shall be binding upon each person who signs the Agreement regardless of whether or not all parties hereto have signed the Agreement.

E. A. Culter
E. A. CULTER

Glynn R. Culter
G. R. CULTER

Douglas M. Culter
D. M. CULTER

A. Napolitano
A. NAPOLITANO

Donald I. Foster
DONALD I. FOSTER

Henry W. Gaffney
HENRY W. GAFFNEY

STATE OF NEW JERSEY)
) ss.
County of ESSEX)

The foregoing instrument was acknowledged before me ~~December~~ JANUARY 16, ~~1968~~ 1969, by

HENRY W. GAFFNEY

My commission expires NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 10, 1970

Witness my hand and official seal.

Douglas F. Miller
Notary Public

STATE OF Colo.)
) ss.
County of Clear Creek)

The foregoing instrument was acknowledged before me December 16, 1968, by

A. NAPOLITANO

My commission expires

Witness my hand and official seal.

My Commission expires Feb. 9, 1972

Harold Anderson
Notary Public

INVESTIGATION AND EVALUATION

OF THE

EMPRESS AND WILLIAMS-MORGAN PROPERTIES

TRAIL CREEK DISTRICT, CLEAR CREEK COUNTY, COLORADO

1968

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INVESTIGATION AND EVALUATION OF THE EMPRESS AND WILLIAMS-MORGAN PROPERTIES TRAIL CREEK DISTRICT, CLEAR CREEK COUNTY, COLORADO

INTRODUCTION

This report is the result of a comprehensive investigation and evaluation of the Empress mine consisting of the Empress Sunnyside, Beatrice and Mary Ellen patented Lode Claims, all U. S. Mineral Survey No. 5502. The mineralogy and geology of the local vein systems, proposed operational plans and mining methods are emphasized.

The geology of the Empress Group is discussed in detail and the data can be applied to the adjacent Williams and Morgan claims. Recommended development of the joint Empress and Williams and Morgan properties is through the Empress tunnel. The reader should apply the statements regarding the "Empress" to apply to the joint properties.

Transit surveying of the claims was done as necessary to re-establish the correct boundaries. Strike and dip of local vein systems were obtained by the use of a Brunton compass. Elevations and stations were ascertained by Alidade, plane table and stadia.

Petrographic and chemical analyses of numerous selective samples provided the mineralogic data used as a basis for milling recommendations for these particular gold-silver-copper ores.

The physical characteristics and the economic aspects of numerous gold-silver-copper sulfide veins cut by the Empress tunnel and Morgan shaft were studied in detail. Primary and secondary uranium mineralization is evident in the Empress property, but the economics of this ore must be determined by further assaying and drifting along the veins. Proven ore is limited at present to the several hundred tons as estimated by the detailed examination. The data of the veins below the existing, flooded winze in the Empress tunnel and the probability of additional veins and intersecting systems at depth.

PREVIOUS AREAL REPORTS

There are apparently no available geologic reports of the immediate Empress area. A detailed description of two and one-half square miles within the Freeland-Lamartine District is contained in U. S. G. S. Bulletin 1032-B and covers the vicinity to the southwest of the Empress area. U.S.G.S. Proffessional Paper 64, "Geology and Ore Deposits of the Georgetown Quadrangle" describes numerous Freeland-Lamartine properties and several Trail Run mines; however, there is no report on the Empress-Williams and Morgan geology or vein systems. U. S. G. S. Circular 345 provides radioactive data of a portion of north-central Clear Creek County. Assays of several Sunnyside (Empress) mine samples are included in the report. U. S. G. S. Professional Paper 94 covers an extensive area northeast of the Empress mine. U. S. G. S. Bulletin 233 covers the "Geology and Ore Deposits of the Front Range".

See: (1) Moench, Robt. H., 1964, Geology of Pre-cambrian Rocks, Idaho Springs District, Colorado; U.S. Geol. Survey Bull. 1182-A

(2) Moench, Robt. H., and Drake, Avery A., Jr., 1966, Economic Geology of the Idaho Springs District, Clear Creek and Gilpin Counties, Colorado: U.S. Geol. Survey Bull. 1208

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OWNERSHIP

The title to the property is vested in Mrs. A. Culter, Idaho Springs, Colorado and Henry W. Gaffney, Newark, New Jersey. The owners have designated Donald I. Foster, consulting geologist, as their agent to lease the property and instigate mining operations.

LOCATION AND ACCESS

The four claims comprising the Empress Group and the Williams and Morgan claims lie parallel to Trail Creek. The block extends from the bottom of the gulch to near the summit of a steep ridge paralleling the creek. The portal elevation of the Empress tunnel is 8629.5 feet above sea level. All claims in the Empress et al group are 150 feet wide and 1500 feet long. The group is situated in Section 32, Township 3 South, Range 73 West approximately one and three-fourths miles south from the junction of Trail Creek and Clear Creek one mile west of Idaho Springs, Colorado. Mine access is by way of a county-maintained dirt road and passing the Empress portal a distance of 300 feet at the same elevation but on the opposite side of the creek. A road and bridge make the surface plant and ore bin accessible by vehicle at any time of the year except during periods of severe snow storms. The bridge is in need of repair. The mines located on the "sunnyside" of the gulch and ore free from snow the most of the winter months.

PRIOR PRODUCTION

Official production records from the Empress ore not available, although local parties reported that the mine operated during 1908,1915,1932 and from 1935 until 1941. Uranium exploration was conducted during 1953-54. The mine was closed in 1941 because of the theft of equipment and tools. All high grade ore and free gold ore was treated on the property with a gravity mill which is no longer on the site. The remaining ore was treated at local mills. a 300 ton shipment was estimated to contain 167 oz. silver, 65 oz. gold, 565 lbs lead, 879 lbs. copper and 2131 lbs. zinc by mill recovery. The Williams-Morgan properties were originally part of larger holdings of an English mining company. They were operated during the early 1900's but no factual data on the mine workings and production is known.

SURFACE IMPROVEMENTS

Buildings on the property include a galvanized iron-sheathed 18 x 30 foot tool and compressor house, a 10 x 20 foot bunkhouse in fair condition, but in need of repair for livability, and a 50-ton ore bin. A powder magazine at the east end of the Sunnyside claim has deteriorated beyond repair, but the location appears to be proper for the construction of a new magazine. Mine track extends out over the dump. Adequate dump area is available.

TIMBER, POWER & WATER SUPPLY

There is electric power within one mile of the property. A 1946 Ford V-8 motor was used to drive the air compressor. A gasoline-driven electric AC generator supplies power for welding and mine plant lighting and is rated at 75 amps and 125 volts. a 40-amp DC generator on the Ford motor will supply lighting for the surface plant. Drinking and cooking water is available from a spring along the 150 foot access road. Water for mining and milling is sufficiently available from Trail Creek which flows continuously from Trail Creek and crosses the Sunnyside claim. Approximately 500 feet of water pipe could be used to pipe by gravity directly to the mine. Adequate timbers, including lodgepole, for mining is available on adjacent property.

To prevent vehicle trespass, a padlocked, steel cable has been placed across the access road. Keys may be obtained through the owners, lessors and associates by request.

MINE WORKINGS

The Sunnyside (Empress) consists of a 510 foot northward tunnel beginning at the centerline of the claim and continues into the hillside beneath the Mary Ellen, Empress and Beatrice claims cutting veins on each claim.

This tunnel intersects a major vein, the "A" vein, 440 feet from the portal. The vein is followed by a drift south 85° west for 170 feet and north 75° east for 155 feet. Several stopes above the drift to the east of the adit, have yielded about 300 tons of ore. An estimated 1700 swuare feet of the "A" vein has been removed above track level.

A winze, located 25 feet east of the adit on the "A" vein, is reported to be 100 feet deep, and is now flooded. The vein halfway down the winze reaches a thickness of 28 inches where two sulfide bands diverge. The owner reports as large or larger thickness of much richer ore further down, and continuing into the bottom of the winze. The dip of the vein is also stated to increase, a very favorable sign in this district due to the hanging wall having moved down, widening the steeper portions of the fracture. Above average richness and quantity of ore at the bottom of the winze is also verified by a statement from G. Treder, assayer in Idaho Springs, who visited the workings in the late 1930's when in operation. It appeared to him that the future of the Empress Mine lay in "sinking". Some stoping was done for about 25 feet on each side of the winze bottom. About 100 tons of ore removed netted $ 1700.00. It is estimated that 1350 square feet has been removed from the "A" vein below track level.

In the adit, ten feet beyond the "A" vein, a room was driven during exploration of the "U" vein, during 1953. The rock here is rather weak and needs timbering as several falls have piled up on the floor. Fifteen feet further a short drift has been driven 20 feet west along the uranium-sulfide-bearing "U" vein. Another 15 feet in the adit brings one to the "B" vein. A short drift extends 25 feet west and 15 feet east on this vein.

The Morgan shaft is a steep inclined shaft which is believed to follow the "U" vein down the dip. Access is available down approximately 200 feet to the level of the water that now floods the lower mine levels. Several small stopes and two adits extend off the shaft. The lower adits were de-watered in the spring of 1968. The extent of the workings below the present water level is unknown. Exploration in the future should include pumping out the mine and exploring the veins that were previously mined.

MINE IMPROVEMENTS

The mine workings are presently equipped with 700 feet of 8-lb mine track in useable condition and 500 feet of 2-inch steel air-line. A mine car in good condition and one without wheels are present. A 2 x 6-foot air receiver tank is in place where the adit intersects the "A" vein. This tank is in satisfactory condition and present plans include using this tank for a water pressure system within the mine for drilling. A 30-gal capacity steel hoisting bucket is on the property.

A re-conditioned Gardner-Denver Model AAE stationary air compressor, together with drive motor and cooling system is present in the compressor house. This compressor is rated at 285 cfm and 125 psi. A 3 x 6-foot air receiver tank has been connected into the air line just outside the compressor house.

The small room just within the portal has been cleaned out and used for mining equipment storage. A heavy welded steel door is securely fastened to bedrock just inside the portal and is provided with two strong padlocks. In addition, the portal is equipped with a lockable wooden door.

Sufficient mining equipment is available for the necessary exploration and beginning of mining operations. The next operation should be de-watering the winze and sampling the ore there. The winze will require re-timbering where necessary and a new ladderway and bucketslide should be placed from top to bottom. A headframe needs to be constructed for an air-operated tugger to be employed as a hoist in the winze. Other timber within the mine should be placed or replaced as necessary.

THE ADJACENT FREELAND-LAMARTINE DISTRICT
GENERAL GEOLOGY

The following material is in part abstracted from U.S.G. S. Bulletin 1032-B, "Geology and Ore Deposits of the Freeland-Lamartine District", 1956, by Harrison and Wells. This bulletin is the most detailed source of information that pertains to the type geology and vein structure of the Empress Group, since the Freeland-Lamartine District lies immediately to the southwest of the Empress Mine. The Empress veins are merely a continuation of the same ore deposits.

This district (Freeland-Lamartine and Trail Creek) lies in the center of the Front Range Mineral Belt, a northeastward-trending belt of extensive porphyry intrusive rocks and hydrothermal veins of Tertiary age. About $ 18 million worth of gold, silver, copper, lead, and zinc has been produced from mines in the two and one-half square mile area adjoining the Empress Mine to the southwest.

Bedrock in the district is pre-Cambrian and consists of igneous rocks, some metamorphosed, and metasedimentary rocks. The metasedimentary rocks constitute the Idaho Springs formation and are biotite-quartz gneiss, sillimanitic biotite-quartz gneiss, amphibolite, and lime silicate gneiss. These older rocks have been invaded by quartz diorite and associated hornblendite, granite gneiss and pegmatite (migmitite in places), grandodiorite, biotite-muscovite granite, and granite pegmatite. During Tertiary time the pre-Cambrian rocks were invaded by dikes and plugs of quartz monzonite porphyry, alaskite porphyry, syenitic bostonite porphyry, and quartz bostonite.

Two periods of Pre-Cambrian folding can be recognized in the district. The older folding crumpled the metasedimentary rocks into a series of upright and overturned NNE plunging anticlines and synclines. Granodiorite, quartz diorito and associated hornblendite, and granite gniess and pegmatite were metamorphosed during this period of folding. The second period of folding appears to have been less intense and resulted in a series of warps trending NNW across the older folds. The biotite-muscovite granite, which is the youngest major pre-Cambrian rock unit, was intruded late in the period of NNE folding and before the period of NNW folding.

Arching of the Front Range highland during Laramide time is believed responsible for the formation of a regional joint pattern. During Tertiary time the bedrock was intruded by porphyritic dike rocks. A regional shear stress caused fractures in the bedrock that were the loci of deposition of hydrothermal veins subsequent to the intrusion of the porphyries.

The fractures formed under the regional shear stress are long, cymoid-shaped fissures composed of three elements that can be dated in a sequence. The first set of fractures formed approximately parallel to the NNE trending axial planes of major pre-Cambrian folds; subsequent fractures formed at both ends of the early fractures, one set with ENE trends and the final set with easterly trends.

The veins in the district are typical mesothermal fissure fillings. The veins are lodes that have smooth bounding walls and abundant slickensides; the fissures are fairly regular in strike and dip, and irregularities, where present, commonly provided favorable structures for the deposition of the ore minerals.

Two principal types of ore, pyritic-gold and galena-sphalerite, have been mined in the district. A third type, composite ore, is found where galena-sphalerite ore locally overlaps pyrite-gold ore. Mineralization took place in two stages during the period of fracturing; the veins were deposited in open space and show a well-defined zoning-- individual veins have a central segment of pyrite-gold ore bounded at both extremities by galena-sphalerite ore. In the first state of mineralization quartz and auriferous pyrite, with some chalcopyrite and tetrahedrite, filled the early fractures, chiefly the NNE set and adjacent parts of the ENE set. In the second stage galena and sphalerite, with minor amounts of quartz, pyrite, chalcopyrite, tetrahedrite, and carbonate, filled the younger fractures near the ends of the cymoids. Veins formed during the second stage of mineralization locally cut the earlier veins in the ENE trending segments of the fissures, forming composite veins.

Structural control of ore shoots in mines of the district is generally well defined. Vein intersections and deflections in dip of veins have formed openings favorable for the deposition of ore; locally deflections in strike of veins appear to have formed openings; and one example of an ore shoot controlled by deflection of a fault upon entering a rock unit of different competency occurs in the district. These controls, or combinations of them, can be found on all three elements of the long, cymoid-shaped fissure.

A thorough radioactivity survey of the accessible mines and dumps showed secondary uranium occuring as torbernite, autunite, and dumontite (?) in vugs or fractures or in gouge, along several veins. Hydrous iron oxides from veins and from recent deposits on mine walls commonly show an unusual amount of radioactivity. In most of the radioactive material sampled, however, no discrete uranium minerals could be identified. It is tentatively concluded that large areas containing only pyrite-gold veins are poor in uranium and that areas of pyrite-gold or galena-sphalerite veins containing chalcopyrite are more favorable localities in which to look for uranium deposits.

FAULTING

Although most of the faults in the district dip steeply to the north, the Freeland group and the Turner-Falu are exceptions in that they dip only 30-50 degrees northwest.

Many of the faults are bordered by zones of sheeting and fracturing, indicating repeated movement along the fault. Although local areas on a fault may show slight reverse movement, the overall movement has been normal. In addition to dip-slip, movement, strike-slip movement has occured, causing the NW blocks to move NE relative to the SE blocks. As the faults all dip to the north, the general movement on the faults in the district is forthe NW blocks to move down and to the NE relative to the SE blocks. The amount of movement on the faults generally has been small. Many veins of the district cross without noticeable displacement. An apparent horizontal offset of 100 feet was mapped on the surface along the Freeland vein.

Three principal sets of faults, trending NNE, ENE, and E have formed under the regional shear stresses. Data on age relations among the fault sets are consistent. The NNE faults, represented by the Oneida, Great Western, Lone Tree, New Era, and Freeland veins, are crosscut and sometimes offset by ENE and E trending faults. The ENE faults, represented by the Mendick, Golden Rod, Alabama, Crazy Girl, and Miller veins, are younger than the NNE faults but older than the E trending faults. East fractures cut through and locally offset both NNE and ENE trending faults. The E Faults are represented by the Lamartine, Mammoth, Crown, Harrisburg, Split, and Anchor veins. These faults are clearly the youngest in the district. These E faults may have formed along prominent joints which trend slightly N of E and S of E and are weakly mineralized in many outcrops. In general, faults belonging to the younger sets formed principally at the ends of the next previous set.

ECONOMIC GEOLOGY

This district contains gold, silver, lead, copper and zinc-bearing veins that were formed as hydrothermal fissure fillings in faults. Replacement of the wall rocks by the ore minerals was unimportant as a method of formation of the deposits. Most of the veins have smooth walls. Slickensides are abundant but inconsistent in bearing and plunge. The fissures are fairly regular in strike and dip, and irregularities, where present, commonly provided favorable structures for the deposition of the ore minerals.

The principal ore minerals are sulfides and sulfosalts of iron, copper, lead, and zinc, but locally some free gold was found. Three types of veins have been mined in the district; pyrite-gold veins mined chiefly for gold; galena-sphalerite veins mined chiefly for silver, lead, and zinc; and composite veins mined for gold, silver, and lead. Most of the veins in the area are of the galena-sphalerite or composite type. Quartz is the most abundant gangue mineral, but carbonates locally form as much as 80% of the gangue. It seems probable that these veins are of the same age as those in the Central City district.

DISTRICT PRODUCTION

District production from 1868 to 1905 is conservatively estimated at $5 million. From 1905 ot 1953 production amounted to 100,000 oz gold, 3,277,000 oz silver, 250 tons copper, 6,000 tons lead, and 800 tons zinc, valued at over $ 13 million. Most of this ore came from the Lamartine-Great Western and the Freeland group of veins.

CLASSIFICATION OF VEINS

In the Georgetown quadrangle two types of veins are recognized: silver-bearing veins without important amounts of gold (galena-blende ores), and gold-bearing veins with or without silver (pyritic ores). Where both types occur together is characteristically on the borders between the two types of areas. In composite ore veinlets of galena-sphalerite type sharply crosscut ore of the pyritic type.

The pyrite-gold ore consists predominantly of pyrite and auriferous pyrite, with subordinate amounts of chalcopyrite and tetrahedriet-tennantite and traces of galena and sphalerite. The gangue is quartz, and carbonate, if present, is usually siderite. This type of ore is usually massive but locally is weakly banded in part. Pyrite-gold ore is characteristic of the Oneida, Freeland, and part of the Lone Tree veins.

The galena-sphalerite ore consists predominantly of galena, argentiferous ganena, sphalerite, and pyrite with subordinate amounts of chalcopyrite and tetrahedrite-tennantite. In most veins the gangue accompanying this type of ore is composed of about equal amounts of quartz and carbonate. The carbonate gangue is mostly rhodochrosite and calcite with smaller amounts of ankerite and dolomite. This type of ore is usually banded. Galena-sphalerite ore is characteristic of all veins in the district with the exception of the Oneida, Freeland, and Lone Tree veins.

MINERALOGY

The most common primary metallic minerals in the veins are pyrite, auriferous pyrite, galena, argentiferous galena, sphalerite, (both marmatite and resinous sphalerite), tetrahedrite-tennantite (copper antimony-arsenic sulfide), chalcopyrite, and free gold. Pyrite and auriferous pyrite form fine to coarse grained cubes and pyritoheadrons in the unfractured portions of veins. Most galena forms coars grains and cubes, but that containing silver appears to constitute fine-grained aggregates.

Spahlerito occurs in medium to coarse grained masses and pods. Tetrahedrite-tennantite occurs in small veinlets and patches scattered through the ores. Sight identification of this mineral in the field is impossible as it has the steel-blue color and reddish-brown streak of hematite. When drilled the sludge from this ore is reddish. Chalcopyrite forms tiny blebs in sphalerite and occurs as veinlets and patches scattered through many of the ores.

Oxidized parts of veins contain cerussite as an important lead ore and malachite, azurite, and covellito as alteration products of tetrahedrite-tennantite and chalcopyrite. Yellow flakes of wulfenite (lead molydate) are scattered through ore and gouge in oxidized parts of the Diamond Mountain vein. Flakes of torbernite (hydrous copper uranium phosphate) and autunite (hydrous calcium uranium phosphate) were observed in gouge along fractures in several mines.

The gangue is predominantly quartz, either in the form of clear crystals or chalcedony. Chalcedony is generally tan to buff but locally black because of galena or pyrite inclusions. Carbonates are common in some of the ores. Siderate is generally associated with pyrite-gold ores, and rhodochrosite, calcite, ankerite, and dolomite with galena-sphalerite ores. Purple fluorite can occur with galena-sphalerite ore.

PARAGENESIS OF ORES

The paragenesis of the primary vein minerals is similar thoughout the district. The pyrite-gold ore is characterized by a coarse intergrowth of clear quartz and euhedral pyrite. Some of the pyrite contains tiny blebs of chalcopyrite and a vein, when weathered, has a tarnish characteristic of chalcopyrite. Marmatite, usually containing blebs of chalcopyrite, fills bugs in the quartz-carbonate-pyrite vein material. At places tetrahedrite-tennantite or galena partly replaces the older vein minerals, particularly sphalerite.

Narrow galena-sphalerite veins typically are banded with quartz and pyrite on the margin, sphalerite and then galena in the center. In places rhodochrosite and calcite are layered between the quartz-pyrite and sphalerite. Chalcopyrite forms blebs along cleavage planes and tiny veinlets filling fractures in sphalerite. Tetrahedrite-tennantite occurs chiefly as veinlets replacing chalco-pyrite or sphalerite, or as fracture fillings in sphalerite or gangue. Galena commonly replaces all other sulfides as well as gangue. Although some of the mines show minor variations from the general mineralogy the sequence of deposition and associations is strikingly consistent.

The secondary ore minerals such as malachite, chalcanthite, azurite, wulfenite, cerussite, barite, tobernite, autunite, dumontite (?) are considered to have no economic significance.

ABNORMAL RADIOACTIVITY

Wells and Harrison, 1954, conclude that the large areas of only pyrite-gold ore are poor in uranium, and that areas of pyrite-gold or galena-sphalorite veins containing chalcopyrite are more favorable sites in which to look for uranium deposits.

WALL-ROCK ALTERATION

Within the lode the rock has been broken, silicified, and bleached. Outside the lode alteration is less intense and extends less than a foot into the wallrock. Alteration along minor fractures from the lode is only an inch or less wide.

LOCALIZATION OF THE OREBODIES

Most orebodies in the district occur as shoots, lenses, or pods that are locilized principally at vein intersections, changes in strike or dip of veins, or by a combination of these factors. One orebody was caused by a change in strike as a fault crossed rocks of different competency. Chemical control due to wallrock has not been a factor.

Vein intersections are the loci for orebodies in several mines. At several localities horses in the veins occuring between vein splits are enriched by stringers of ore as well as by thickening of the ore at the perimeter of the horse.

Strike control is less evident than dip control in the district. Many ore bodies in the district clearly are localized by changes in dip along a vein. Orebodies along veins of uniform strike and little change in dip along the strike are consistently in the steeper part of the veins. It is concluded that the hanging wall of faults in the district has moved down relative to the footwall. In the Lamartine and Crazy Girl mines the ore is always thicker on the steeper parts of the veins. The main Freeland orebody is definately related to a prominent change in dip. Even in small detail dip control is prominent. Attention is called to the fact that both principal types of ore have been localized by deflections in strike and dip. Such features occur on all three sets of fractures in the district.

Offsets of rock units indicate that the strike-slip component of movement along district faults was NW side to the NE. As the ends of the long cymoids have about the same dip as the central segments, such movement should have its principal bearing area along the NNE fault surfaces and should form openings along the ENE and E fractures. The NNE fractures, however, are neither barren nor less strongly mineralized than the other fractures. This suggests that the cymoids are a series of breaks, each fracture in the series having been mineralized at the time of opening.

PERSISTENCE OF ORE WITH DEPTH

The deepest mine workings in the district are along the McClelland tunnel level of the Freeland mine. Ore has been found along the Freeland vein over a vertical distance of about 1,600 feet, between an altitude of 7,900 and 9,500 feet. This is equivalent to about 2,700 feet measured in the plane of the vein. Ore has been found in the workings along the Lamartine-Great Western group at altitudes from 10,500 down to 8,900. None of the mines has been explored sufficiently to establish a bottom for the effective depth of mineralization appears to be at an altitude of about 10,500 feet. No workings have found ore above 10,500 feet. In general, the values of the ore decrease with depth.

HYPOGENT ZONING OF ORE DEPOSITS

Zoning is confined to each cymoid shaped vein. There is no "onion-skin" zoning in the district such as at Butte. The first stage of mineralization pyrite-gold ore -- deposited large bodies of pyrite-gold ore below and bodies of galena-sphalerite ore above. Younger fractures, first ENE and finally E, formed at the ends of the older fractures. The composite type of ore is found where younger fractures, containing minerals deposited by the cooler solutions, cut through the ends of the older pyrite-gold type of veins. The ideal cymoid vein contains pyrite-gold ore in the center, composite ore along the curving part, and galena-sphalerite ore at the extremities.

Limited information suggests vertical zoning in the Freeland and Lamartine mines. On the NNE Freeland vein galena was found in bunches near the surface but none was found at depth with the pyrite-gold ore. Good sphalerite occured near the surface on the NNE Oneida vein, but only traces were present in the lower workings with the pyrite gold ore. Differences in elevation due to topography tend to mask the pattern of zoning.

U.S.G.S. Circular # 345 by Wells and Harrison indicates by Figure 3 that the border betweenpyritic veins to the northeast and galena-sphalerite-chalcopyrite veins to the southwest lies about 1500' NE of the Empress mine.

THE EMPRESS MINE AND VICINITY

GENERAL GEOLOGY

Near the portal biotite-muscovite granite is exposed for 40 feet and is anomalously radioactive. Considerable quartz monzonite porphyry float is observed near the portal and extends to the # 2 corner of the Sunny Side claim. Another large quartz monzonite porphyry is located northwest of the Last Chance claim and strikes approximately N 65° E for over 1500 feet. Granite gneiss and pegmatite makeup the wallrock in the adit. From ten feet beyond the "A" vein to the furthest point exposed beyond the "B" vein the wallrock is interlayered biotite gneiss, in some places migmatic.

With considerable local variation, the rocks strike northeast to east, and dip at a low to moderate angle to the north. Pre-Cambrian linear structures bear NNE and NNW.

EMPRESS VEIN STRUCTURE

Several veins exposed on the surface and in the workings have been assigned letters for easy reference. The reader is referred to the plan geologic map.

The "A" vein dips 40-48 degrees NW and strikes N 73-77° E. It is exposed intermittently on the surface of the Empress and Beatrice claims for a distance of over 500 feet. Two shafts, a caved tunnel, and several pits have been sunk on this outcrop. This vein is the primary sulfide-bearer in the mine and probably the first vein discovered on the premises years ago. The one shaft is caved but the other remains open and full of water at this time. It is reported to be about 50-80 feet deep and lies on the vein directly over the adit. Little or no actual mining was carried on at the surface. Ths shafts were apparently abandoned in favor of driving the adit to intersect the veins at a lower elevation.

The main drift lies along the "A" vein. The vein appears to pinch out about 40 feet west of the intersection, but is exposed continuously along the east drift. The vein at the east face is well defined and consists of 1-2 inches of sulfides with gouge along the hanging wall. Nearer the adit the lode appears more like an ore chute, consisting of a number of close-spaced sub-parallel veins and pods. The vein dips 37 to 75 degrees locally, with an overall general dip of 40-48 degrees. The dip is greatest where the strike is more easterly. The vein follows a layer of granite gneiss and pegmatite, both in the mine and on the surface. Broken and altered wall rock in the drift is impregnated with pyrite and cut by numerous stringer veins one to five inches thick, consisting of quartz and pyrite with veinlets and vugs of tennantite-tetrahedrite, chalcopyrite, polybastite, associated with galena and sphalerite, with carbonates present. The ore also contains pyragarite, sylvanite, calaverite, and free gold.

The outcrop of the "B" vein is uncertain. A small pit on the Beatrice claim shows a radioactive anomaly and iron stains. The vein dips at about 73 degrees north and strikes N 74° E in the mine. It is primarily a composite sulfide vein, bearing more galena and sphalerite than the "A" vein, and less copper.

The "U" vein is really two veins striking ENE to E, dipping 17 to 40 degrees (25 degrees generally) north. The veins are exposed in two short drifts halfway between the "A" and "B" veins. These flat-dipping veins are somewhat similar in mineralogy to the steeper "B" vein, visibly containing pyrite and quartz. Where these veins steepen they are notably thicker. They range from 1 to 10 inches thick and are anomalously radioactive over much of their exposure.

A number of barren fractures are subparallel to the "U" veins and locally cut them at a low angle. These fractures or faults are often lined with a white, soft gouge containing minor pyrite. Slickensides and displacement of the veins indicates a strike-slip movement in which the hanging wall moved west about two inches relative to the footwall. These faults show a local slight abnormality in radioactivity up to 0.15 mr/hr. This radioactivity is distinctly less than that of the "U" veins. Economic uranium-bearing ore may be located at the intersection of the "U" veins with the "B" vein. A short adit on the Mary Ellen claim is the apparent surface exposure of the "U" vein. Oxidized pyritic ore is exposed in a thin vein dipping at the same angle and the outcrop is in line with the projected dip undergourng. The stronger of the two "U" vein strikes more easterly than the "B" vein, so that the intersection of this "U" vein with the "B" vein should plunge about 10 degrees northeast. The most accessible point on this intersection, if observed strikes and dips remain unchanged, should be 20-50 feet west of the face of the west drift on the "B" vein. Likewise, a winze 10-25 feet deep in the floor of the "B" vein drift should reach the intersection.

It is not know at present whether the sulfide vein exposed in the Morgan incline, just beyond the east end of the Sunny Side claim, is the eastward continuation of the "U" vein, an exposure of the "A" or "B" vein beyond an unknown bend to the south, or another sulfide vein that may lie just beneath the Empress portal but which has never been discovered on the Sunnyside claim.

It is unlikely that the "U" veins are tension fractures related to a thrust movement on the steep veins. The "U" veins are subparallel to the foliation, which provides an excellent plane of weakness and probably controlled the position of the fractures.

CONFLICTING RIGHTS

As noted on the paten plat six claims overlap portions of the Empress Group and have prior rights.

Conflicts of minor consequence are those of the Idaho Placer, # 2189, and the Dumont Placer, # 794. The slight overlap of the Freeland Extension, # 1555, and the greater conflict with the Marion, #15194, are of no legal consequence that can be forseen at present. Nothing is known of the mineral possibilities at the west end of the Group, where these claims overlap.

The conflict with the Williams and Morgan claims has been solved by the pooling of interests of the Empress Group with thest two claims.

The Morgan, # 13441, appears to contain the apex of the eastward extension of the "U" vein. If this is the case, then the "U" vein, east of the west end line of the Morgan extended northward, is not Empress property. This area is indicated by light diagonal lines on the plan map. Since the "U" vein is believed to intersect and cross the "A" and "B" veins, then only the intersections on the "A" and "B" veins will be Morgan property east of the line mentioned above.

It appears that both the "A" and "B" veins may extend eastward across the east end line of the Empress property onto the Williams claim. The inclined shaft on the Morgan claim may be on either the "A" vein, the "B" vein, or both. The difficulty lies in tracing the "A" and "B" veins from the Empress property to the Williams and Morgan claims. Care must be exercised to avoid tresspassing on the portion of these veins to the east that do not belong to the Empress property. In the future this problem may be solved by pooling the joint Empress and Williams -Morgan property or else leasing the Williams-Morgan properties and mining these from the Empress tunnel and drifts. To work the veins of the Willims-Morgan property the east drift must be extended approximately 250 feet.

It will be desireable to prospect these veins along their surface exposures to determine the exect point of the apex departure onto adjoining property.

POSSIBLE "L" VEIN PROBLEMS

The Last Chance claim, # 1463, contains the apex of a vein which may have critical importance to the Empress vein system. An untimbered shaft about 100 feet deep follows this vein downward. This vein appears similar to the "B" vein and will be called the "L" vein for our purposes. From a critical surface examination it appears that the vein is either vertical or dips very steeply northwest. If the vein does not dip toward the southeast to bring it over into line with the underground exposure of the "B" vein it is quite likely that the "L" vein and "B" vein are not one and the same. It is with this assumption that they are plotted as two separate veins on the profile map. It is not likely that a post-mineral fault has offset one vein to give it the appearance of two distinct veins, the "B" underground and the "L" on the surface.

Since the "L" vein has prior rights it would contribute legal complications should it intersect, and worse yet, join with either the "A", "B", or "U" veins at depth. All intersections, and the joined vein below, if that is the case, would belong to the Last Chance. Due to the difference in the "U" vein from the "A", "B", and "L" veins, it is believed that the "U" vein will cross the "L" vein. Only the intersection would then belong to the Last Chance. It is probable that the "A" and "B" veins join at intersection (1) (see profile map) and continue to either (5) or (6) to intersect the "L" vein. If "A" and "B" only intersect "L", then the ore in the intersection only belongs to the Last Chance, but, if more likely, "A" and "B" join "L" either together or separately, then all the ore from the junction on down belongs to the Last Chance. Since the dip of the "L" vein at depth is unknown, but probably slightly north of vertical, its intersection or joining with "A" and "B" will not be found until mining is extended down-dip several hundred feet below the adit. In any event, a legal mining agreement could be set up to satisfy both parties should the vein intersected down-dip be proven to be the "L" vein.

MINERALOGY OF THE ORE

Ore from "A" vein: The vein is continuous over a 190-feet length of the drift, mainly east of the adit, and averages about one to to three inches wide of clear-cut sulfides. Pyrite, chalcopyrite, and tennantite-tetrahedrite are noticeable visually. In 1958, H. C. Meevez, potrographer at the U. S. Bureau of Mines, Denver Experiment Station, examined polished sections of a sample of ore taken from the 8-inch thick vein near the east edge of the winze, at tract level. He stated, "The sample contained pyrite, chalcopyrite, galena, sphalerite, free gold, sylvanite, possible calverite, and two unidentified silver minerals. Free gold in the sample amounted to 20 to 30 % of the gold present and was more or less associated with galena and sphalerite. Less than 2% of the free gold observed occured in quartz. Sylvanite and possible calaverite (gold and silver tellurides) were closely associated with the chalcopyrite and also appeared to be more or less associated with the two unidentified silver minerals. About 10% of the observed sylvanite and calaverite were associated with the pyrite."

Meeves also examined a sample of mill concentrates. About 15 tons of ore, from the small stope just east of the winze, was hauled from the ore bin and milled at the Dixie Gold Mill. The concentrates "contained 80% pyrite, with the remainder composed of galena, sphalerite, chalcopyrite, argentite, freibergite, polybasite, sylvanite, and possible calaverite. No free gold was observed in the sample." (see explanation further on) The following relationships were observed: "(a) chalcopyrite as veins in pyrite, (b) chalcopyrite closely associated with galena, sphalerite, and the silver minerals, (c) sylvanite and possible calaverite as inclusions in chalcopyrite; also in the larger grains of the silver minerals and very little with galena and sphalerite, (d) none of the minerals other than chalcopyrite were associated with pyrite."

The Leadville AS&R smelter determined 0.15% bismuth in the mill concentrates it smelted. Argentiferous tetrahedrite-tennantite of the local variety with steel-blue color and reddish-brown streak appears prominent from samples taken above the winze and in ore believed to have come from down the winze.

A sample furnished by G. Culter, and reported to have come from the bottom of the winze, consisted of sylvanite, native silver and argentite or pyrargerite. Another sample of Culter's from the same location is composed of silver-bearing tennantite-tetrahedrite, polybastite, argentite, freibergite, sylvanite, pyrite, chalcopyrite and numerous 3/4-inch terminated amythest quartz crystals. Notable copper carbonates and traces of bismuth and antimony were present. Post- mineral fracturing was notable. The vein is said to be quite "vuggy" in the stopes down the winze. Culter reports finding dendritic native gold in open pockets in the vein.

There are several possibilities as to why the full gold content of the 15-ton sample milled was not recovered in the concentrates. Meeves did not find any free gold in the concentrate sample examined. The free gold may have been retained in the milling machinery, it may have settled in the wet concentrates and avoided being sampled, or it may have been lost in the tails if the grinding was not sufficient to liberate it. The lot was small and a mill cannot be run too efficiently on such a small tonnage.

Another plausable reason is that a major percentage of the gold is contained in sylvanite and possible calaverite (silver-gold tellurides) which are admittedly difficult to mill without special precautions. Overgrinding the ore easily slimes gold tellurides, due to their excessive friability, making them impossible to recover in jigs, floatation cells, or on tables. These gold-bearing slimes are easily lost in the mill-water overflow with the tailings. The pyrite and other base-metal sulfides resist attrition better and remain large enough to undergo efficient gravity or floatation concentration. Suggestions for milling this ore will be presented under "Milling Suggestions."

Ore from "B" vein: Ore is exposed over a distance of about 30 feet, mainly to the west of the adit. The vein appears visually to be much softer than the "A" vein and the sulfides average about one and one-half inches thick. More lead and less copper are apparent. The vein is predominently sphalerite and galena with some polybastite. The center of the vein is galena and sphalerite, bounded by grey to white quartz, in turn bounded by pyritohedral pyrite. This is apparently a composite vein. Some chalcopyrite is present, as well as uraninite and autunite. The uranium minerals may be present due to the proximity to the intersection with the "U" vein. The gold content of this vein is indicated as low by two samples taken in 1956. Further more accurate sampling should be done.

Ore from "U" vein: The main "U" vein appears visually to consist of about one-half inch of pyrite and quartz. There are other fractures dipping at various angles that do not appear to be ore-bearing. The vein material is too soft to be studied in polished section. However, one hard sample thus studied proves the uranium mineral present in anomalous quantities is uraninite, associated with pyrite, chalcopyrite, and unidentified silver minerals. Distribution of sooty pitchblende on slickensides suggests that it is relatively late, provided the slickensides are post-mineral. Autunite on fracture coatings appears to be an alteration product of the pitchblende. A number of nodules of uraninite have been found in the very altered zone along the "U" vein. These give a very high radioactive count.

The presence of free gold and native silver from ore down the winze suggests that there, 250 feet below the surface and at the level of Trail Creek, the workings are in the zone of secondary enrichment below the water table. Location of the water table is uncertain. However, it must be above the top of the winze because seepage fills this opening to overflowing. It is possible that the free gold values would be even higher in the oxidized zone nearer the surface. This will be determined by raising on the "A" vein to connect with the old Empress shaft. A thorough study of the oxidizing and concentrating effects on the ore throughout the different vertical zones above and below the adit would be most helpful to the exploration program.

SAMPLING AND ASSAYS

A thorough and uniform sampling has not been made of all the vein exposures in the Empress Mine. The sampling which has been done is explained in the following paragraphs:

1) Composite sample "C": Taken from eleven points at 10-foot intervals along the "A" vein between the winze and the east drift face. Sample locations are plotted on the assay map. Each channel sample was taken across the sulfide vein, two inches wide along the strike, one-half inch deep from a fresh smoothed surface, and about three times as long, perpendicular to the dip, as the pyritic portion was thick, resulting in an average length of about five and one-half inches. One heaping handful was collected at each point and all combined for assay. Average width of the sulfides is about one and three-fourths inches, therefore three and three-fourths inches of wall rock was included in each channel sample. This was done considering some waste rock would be included in the ore as mined. The sample was assayed by G. Treder, Idaho Springs, and gave the following results:

GOLD oz	SILVER oz	COPPER %	LEAD %	ZINC %
1.25	0.36	0.68	1.40	3.00

From past results, it is assumed that the ore down the winze run about same. It is interesting to note that there is no galena or sphalerite visible in this vein material. Sampled by W. Devitt, Sept. 1957.

2) Ore bin-mill-smelter sample: Fifteen tons of ore in the bin was sampled. This ore presumably came from the small stope near the top of the winze. Two channels, each five inches wide and three inches deep, were cut running the full length and width of the ore bin. Assay by H. E. Wood Co., January 22, 1957, gave the following results:

GOLD oz	SILVER oz	COPPER %	LEAD %
0.98 34.30	2.02 3.37	1.39 13.90	0.08 .24

The ore was then milled at the Dixie Gold Mill. Of the original 15 tons, 3,395 pounds (wet) of concentrates were returned and assayed by H. E. Wood, Co., as follows:

GOLD oz	SILVER oz	COPPER %	LEAD %
1.32 $46.20	9.18 15.33	1.37 13.70	3.92 10.96

(see explanation for poor recovery on Page___)

The copper was not concentrated at all, and perhaps some of the gold was lost with the copper.

The concentrates were then sent to the AS&R smelter at Leadville. They obtained the following assay:

GOLD oz.	SILVER oz	COPPER %	LEAD %	ZINC %	BISMUTH %
1.54 53.90	12.9 21.54	1.1 11.00	3.5 10.50	2.2 6.16	0.115

ROOT & SIMPSON, Inc.

TEL. 244-3223

METALLURGICAL CHEMISTS AND ASSAYERS

DENVER, COLORADO 80218

P. O. BOX 18329

SPECIMEN ~~UMPIRE~~ ASSAY

ASSAYED FOR	MARKS
J. W. Hasler USGS	OME 6787 Empress Mine

GOLD OZS. PER TON	SILVER OZS. PER TON	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	IRON PER CENT	U_3O_8 PER CENT	PER CENT	PER CENT
0.02	0.07	0.06	0.01	None				

DATE 7/15/69 CHARGES $14.00

Root & Simpson, Inc.

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0.02	0.07	0.06	0.01	None				

DATE 7/15/69 CHARGES $14.00

Root & Simpson, Inc.

3) The following samples, 1-A to 5-A, were taken by W. E. Richardson, a previous lessee, in January 1957:

Sample 1-A, located at the east drift face, two feet from the floor, taken across a fresh surface, included a 3-inch pyritic vein and material from about three inches on either side of the vein and assayed as follows:

GOLD oz	SILVER oz	COPPER %
0.44	1.16	1.17

Sample 2-A, collected from a poor surface, including deteriorated rock. This assayed:

GOLD oz	SILVER oz	COPPER %	ZINC %
0.60	1.75	0.95	none

Sample 3-A, collected from a fresh surface, including vein material only. This assayed:

GOLD oz	SILVER oz	COPPER %	ZINC %
0.75	2.10	0.75	trace

Sample 4-A, collected from a fresh surface, including vein material only. This and above samples assayed by W. E. Richardson:

GOLD oz	SILVER oz	COPPER %	ZINC %
1.15	3.00	1.25	trace

Sample 5-A, collected from a smooth surface and included two parts. First, a portion sampled over a 36-inch width including a three inch pyrite vein, and second, material from only the vein itself. Assays by H. E. Wood Co:

GOLD oz	SILVER oz	
0.20	0.40	(First sample)
0.72	1.48	(Second sample)

4) The following samples were cut by W. E. Richardson. See the assay map for sample locations.

REFERENCE NUMBER	DATE	U_3O_8 Chem%	AU OZ	AG OZ	CU %	ZN %	PB %	ASSAY BY
A	12/3/56	0.12						F. Barnett
B	"	0.17						USGS
C	"	0.004	0.06	tr	0.05	tr		"
D	"	0.08	0.09	tr	0.10	tr		"
E	12/9/56	-	0.03	0.58	1.00	tr	3.05	"
1-A	2/2/57		0.44	1.16	1.17			H. E. Wood
2-A	1/5/57		0.60	1.75	0.95			F. Barnett
3-A	"		0.75	2.10	0.75			& W.E.R.
4-A	"		1.15	3.00	1.25	tr		"
0-B	1/22/57		0.98	2.02	1.39	0.0	0.08	H. Wood
Con.1	7/19/57		1.32	9.18	1.37		3.92	"
Con.2	8/13/57		1.54	12.9	1.1	2.2	3.5	smelter
U-1	2/4/57	0.17						AEC
U-2	2/10/57	0.20						F. Barnett
								& W.E.R.
A-1	2/15/57	9.58						"
1-B	2/28/57		0.72	2.05	1.03	tr	0.04	"
2-B	2/28/57		0.67	2.00	1.00	tr	0.02	"
3-B	"		0.55	1.05	0.68	tr	tr	"
4-B	"		0.30	1.00	0.59	tr	tr	"
1-S	4/5/57		0.75	3.05	1.98	0.23	0.10	"
2-S	4/9/57		1.01	3.50	2.05	0.30	0.08	"
3-S	4/15/57		0.03	0.56	0.48	0.0	0.0	"
4-S	5/10/57		0.79	1.02	1.1	tr	0.0	"
C	9/25/57		1.25	0.36	0.68	3.00	1.40	G. Treder
			10.17/17	25.22/17	16.25/17			
			av.- 0.62	1.48	0.96			

The exact location of the following samples cut by D.U. Scavo, also a previous lessee, are not known. Most of these are presumed to be from points on the "U" vein since this contains most of the known uranium mineralization. Sample reports were given to W. E. Richardson at the time of an assignment of the lease in 1956. It will be assumed that all the following samples represent mineralization in the area consisting of the "room" and short drift between the "A" and "B" vein drifts.

DATE	CHEM U_3O_8	AU	AG	CU	PB	ZN	Assay By
8/4/54	0.027						AEC
"	0.19						"
8/26/54	0.006						C. Parker
"	0.012						"
"	-	0.04					"
8/31/54	0.078						Roote & Simpson
"	0.052						"
"	0.007						"
9/8/54	0.057	0.05					"
9/17/54	0.065						"
"	0.520						"
10/1/54	0.13						AEC
1/12/55	0.26			0.14			"
9/3/54	1.579						Roote & Simpson
"	0.495						"
9/12/54	0.065						"
9/17/54	0.520						"
9/21/54	1.846						"
10/5/54	2.92						"
11/27/54	3.756						"
12/31/54	-	1.56	2.4	1.1	0.05	0.1	"
"		0.02					H. Wood

5) In 1968, Mr. Henry Gaffney took selected samples in the Morgan shaft at various depth levels. All samples are exceptionally rich in silver and copper content. These assays are included in the appendix.

PROPOSED MINING PLANS - EMPRESS MINE

Air-line: Air-line shall be extended down the winze and out the east drift, together with hose connections as required.

Water-line: A 500-foot pipe shall be laid from the top of the portal to a point in Trail Creek to give gravity flow. Water shall be taken off at the compressor house for motor and compressor cooling systems and for washing. A 55-gal drum mounted on top of a mine car shall be used to tram water into the receiver tank located at the "A" vein turnout. Water will be delivered to the tank by gravity and air pressure applied to the full tank by a valve system from the air-line. A water line shall be run parallel with the air-line to the drilling area.

Dewatering winze: The winze shall be pumped out with an air-operated sump pump and the vein sampled. The lessor reported that, when in production in 1941, only four buckets of water were hoisted each day from the winze. Proved and probable ore can then be determined. A new ladderway and bucket slide should be installed, together with new stulls, as necessary. A "headframe" should be constructed and sheave, cable, and air-hoist installed. For more than moderate production the slide should be replaced with rail and a skip used to hoist and dump into the mine cars. A drift shall be driven in each direction at the present bottom of the winze to prove lateral extent of the ore and prepare it for extraction. Ore should be mined by resuing, i.e., blasting out either the hanging or footwall beside the ore, using it for fill in the stope, and then prying loose or popping off the ore and hoisting it separately. Where the vein is wider than two feet it should be mined by open stull stoping. Chutes and manways should be timbered and carried up through stope fill. Ventilation in stopes should be by compressed air; later by centrifugal fan and vent tubing. Cars can tram ore from chutes to winze, where they can be dumped into the bucket or skip for hoisting to the main level. Ore mined above the main level should be trammed out directly. The winze should be sunk deeper to the presumed intersection of the "A" and "B" veins, some 50-100 feet below the present bottom of the winze. A drift should be run out along this intersection when it is reached. Diamond core drilling may be used for exploration.

// development mining

Ventilation: A raise should be continued up along the "A" vein from the top of the small stope near the winze. This raise should intersect the bottom of the old water-filled Empress shaft within 150 feet. The shaft must be drained through a long drill hole before the connection is attempted. This raise will afford natural ventilation for the majority of the mine workings, explore the "A" vein from the surface to the adit level, enable sampling and study of the oxidation and secondary enrichment effect on the primary ore, and uncover the intersection of the flat "U" vein with the "A" vein, some 15-40 feet above the present top of the stope. This raise would also make an excellent place to install a fan for forced ventilation.

"A" vein, east drift: The drift along the "A" vein shall be driven further east to the property boundary 200-250 feet distant, as good ore continues throughout the drift in to the present face. Several hundred tons of ore running 1.25 ounces of gold per ton are at present proven by the stoping and drifting and can be mined by continued operations above the east drift. //

"A" vein, west drift: The vein should be examined more closely to trace its course beyond the sulfide-pinchout and determine if the mineralization has been offset, and in which direction, by the evident oblique shearing near the end of the drift.

"U" vein: The area immediately beyond the "A" vein intersection with the adit should be cleaned up. Loose rock will be pack-walled in the NW portion of the "room" to decrease its size and the adit must be timbered through the friable rock zone.

"B" vein: The west drift on the "B" vein should be driven westward for about 20-50 feet to intersect the "U" vein; a winze could be sunk in the floor of the "B" vein drift about 10-25 feet to accomplish the same thing.

"L" Vein: By driving the adit another 20-150 feet one should intersect the "L" vein that outcrops on the Last Chance claim. Mining could then be done under agreement, as the "L" vein will probably never be mined any other way. The position of this vein at adit level is conjectural and the above-stated distance beyond the adit face presumes that the vein maintains a nearly vertical dip from the outcrop on the hilltop.

PROPOSED EXPLORATION - MORGAN SHAFT

The Morgan shaft should be completely pumped out and the previous workings studied and sampled.

Some mining along the exposed vein is warranted due to the rich quality of the ore exposed in the present shaft.
All mining of any considerable scale should be carried out from the Empress tunnel due to the better surface access.

MILLING SUGGESTIONS

The Dixie Mill, four miles from the Empress mine just east of Idaho Springs is presently not operating, but operates intermittently. It does not have a classifier in the grinding circuit to control particle size. The Front Range mill three miles from the Empress mine was operating on custom ore. It is another intermittently operated mill. The operator stated that he milled 9,000 tons of sylvanite ore with 2.5 oz heads and obtained tails of 0.20 to 0.04 oz., jig concentrates of 150-200 oz and float concentrates of 20-40 oz gold per ton. The mill was well-operated and the owner requested ore in 100 ton lots. Present plans call for the Pittsburgh mine, south of Blackhawk, to rebuild its mill for processing custom ore. The lessee plans to utilize quartz mills for coarse-grinding of telluride ores.

This type of operation could provide the Empress with a feasible method of treatment. The ore could be hand-picked before entering the ore bin. The sulfides bear approximately 98% of the gold. Wall gouge would enable clean breakage of the ore from wast wall rock. This ore could be shipped to the Garfield, Utah or El Paso, Texas smelters if transportation costs were not excessive. Ore may also be trucked to the Golden Cycle Mill at Victor, Colorado south of Cripple Creek if the mill will receive the ore. The Golden Cycle Mill is equipped to treat gold telluride ores and buys outright from the trucker. This mill will tolerate lead, zinc and copper present in the Empress mine. The Big-Five Tunnel operators at Idaho Springs, plan to build a large custom mill in the vicinity. Low-grade and hand picked ore could be milled locally. The Cotter Corporation mill at the west end of Silver Plume, Colorado, is a centrifugal, slurry-type mill and is capable of treating gold, silver, copper, lead and zinc as concentrates.

SUMMARY OF POINTS TO CONSIDER

The following items are discussed with the intention that their mention will help the reader to extract from this report those facts which indicate that gold, silver, copper-bearing vein in the Empress mine can be extracted with considerable profit:

1) The main profit from the Empress mine will come through the mining of its gold-silver-bearing sulfide veins.

2) Primary uranium ore is present, quite possibly in mineable quantities, but its value has not been considered in deciding that the Empress mine can produce a profitable ore. Exploration, development, and mining of the sulfide veins will further the knowledge of the uraninite occurrence, perhaps adding it to the production at some later date.

3) No mention of gold and silver telluride ore has been found in any prior report on the Empress area, or even on the Freeland-Lamartine and Trail Gulch districts. Complete recovery of values in telluride ore requires a different milling technique than is or has been practiced in the area. With right milling (now available) the recovery of gold and silver can be increased by perhaps 300%.

4) The Empress mine lies in the most favorable ore-zoning area. The composite type veins contain much more silver, lead, zinc, and copper than the lower-grade gold-pyrite veins found to the northeast, or the plain galena-sphalerite veins found somewhat further south. The composite ore area is also the most favorable environment for primary uranium deposits.

5) There is a very high probility that the "A" and "B" sulfide veins join only 50 to 100 feet below the present bottom of the winze. It is common knowledge that, in this district, vein intersections and junctions generally contain large and rich orebodies. Junction, or intersection, with the "L" vein at a greater depth sould give a similar localization of ore.

6) Intersections of the "A" and "B" veins with the "U" vein are only 15 to 50 feet away from a half-dozen different points in the mine. Localization of uraninite or sulfides may occur at these intersections.

7) Ore in the district is usually of considerable vertical depth, maintaining economical values at the greatest depths so far reached. Profitable workings in the nearby Freeland mine reach down to an elevation that is 730 feet below the Empress adit -- the orebody is unexplored at greated depth. This means that there is considerable room below the present Empress workings for continuation of the ore shoots in depth and in value.

8) The Empress mine lies in a strip of land only 2,000 feet wide that has been overlooked by extensive Geological Survey reports dealing with the ore deposits in districts on either side. Therefore, the interesting possibilities of the Empress vein system have not been publicized and noticed by outside parties.

9) The majority of development work has already been done by former lessees. The veins are exposed and sufficient valuable ore is ready for mining concurrently with further development.

10) Steepening of dip in the district is an excellent localizing factor for ore in the veins. Measurements of dip on the "A" vein halfway down the winze indicate a steepening of several degrees. The owner states that the vein appeared to steepen in dip at the very bottom of the winze, which is there in very good ore. As soon as the winze is dewatered further analysis of this most interesting possibility should be undertaken.

11) The mine shut down in 1941 due to: (a) improper spending of the small amount of funds available, (b) having tools and other equipment stolen for scrap at the beginning of the War, (c) improper milling methods being used for telluride ores, resulting in poor recovery of gold and silver, and (d) little knowledge of the unproven ore potential through poor understanding of the geology and localization of ore and other mineralogical points did not appear in print until 1956. The recent treatise by Wells and Harrison is the most thorough study of this district and its ore occurrences yet undertaken.

12) Year-round accessibility, only one and three-fourths miles from U. S. Highway 6 and 40, (Interstate Highway 70) by county maintained dirt road and at a relatively low elevation.

13) A sufficient supply of water is available year-round for personal and mining use near the portal of the Empress

14) Sufficient surface structures and mining equipment to begin small mining operations is present with little further investment.

15) Adequate timber is available in the immediate area, but very little time will be required due to the firmness of the rock formations.

16) Sulfides can be easily sorted by hand.

17) Local milling is available as well as direct trucking to the Golden Cycle Mill.

18) Visible ore in the "A" vein has assayed $ 40.00 per ton in gold from five and one-half inch veins, or $ 126.00 per ton within the one and one-half inch sulfide veins over a distance of 120 feet along the drift. Ore possibilities below the flooded winze may prove to be richer and wider.

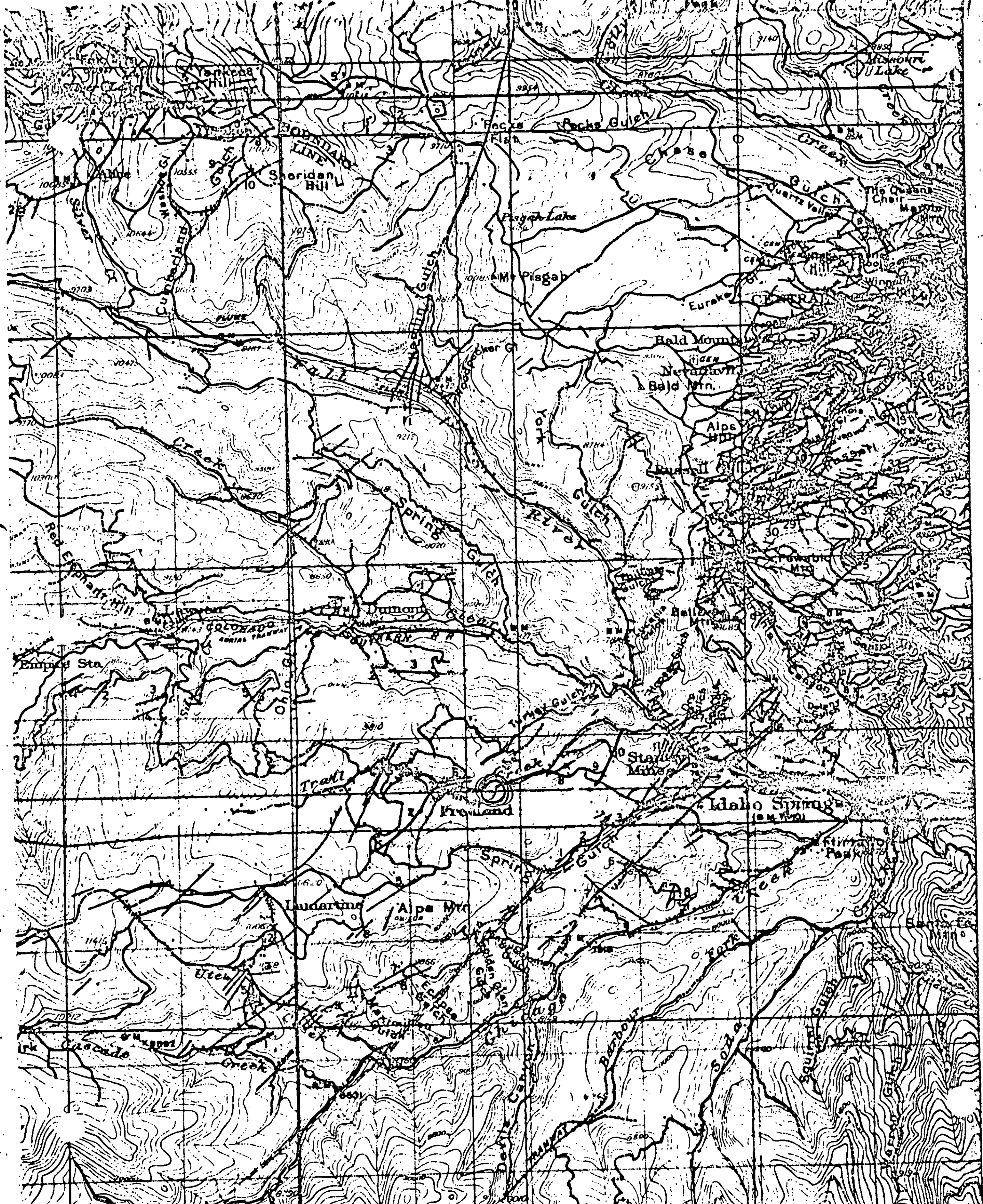
CONCLUSION AND RECOMMENDATIONS

The Empress gourp of mines, and the contiguous mines including the Williams and Morgan, constitute a feasible and economic mining operation based upon the facts as included in this report.

It is recommended that the Empress group, and the Williams and Morgan mines be combined as a mining complex in consideration of the present high price of all sulfides present in the mines included herein.

APPENDIX

W



Yankee Hill
Alice
Sheridan Hill
BOUNDARY LINE
Cumberland
Rocks Gulch
Pisgah Lake
Mt Pisgah
Chase
Gulch
Missouri Lake
Creek
Quartz Valley
The Queens Chair
Eureka
CENTRAL
Bald Mountain
Nevadaville
Bald Mtn.
Alps Hill
Russell
Fall
River
York
Gulch
Spring
Gulch
Creek
Red Elephant Hill
Lawson
Dumont
COLORADO
SOUTHERN R R
Empire Sta
Trail
Creek
Freeland
Stanley Mines
Idaho Springs
Spring
Gulch
Creek
Lamartine
Alps Mtn
Ute
Cascade
Creek
Chicago
Fork
Barbour
Soda
Squirrel Gulch

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION III

DENVER EXPERIMENT STATION

BUILDING 20, FEDERAL CENTER
DENVER 2, COLORADO

December 12, 1957

Mr. Bill Richardson
630 Quitman
Denver, Colorado

Through: J. F. Shaw, Supt., JFS
Denver Experiment Station

Dear Mr. Richardson:

An examination of polished sections of the sample submitted to this station has been completed.

The sample contained pyrite, chalcopyrite, galena, sphalerite, gold, sylvanite, possible calaverite and two unidentified silver minerals.

Free gold was more or less associated with galena and sphalerite. Less than 2% of the free gold observed occurred in quartz.

Sylvanite and possible calaverite were closely associated with the chalcopyrite and also appeared to be more or less associated with the two unidentified silver minerals. About 10% of the observed sylvanite and calaverite were associated with pyrite.

Very truly yours,

Henry C. Reeves

H. C. Reeves
Petrographer

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION III

BUILDING 20, FEDERAL CENTER
DENVER 2, COLORADO

DENVER EXPERIMENT STATION

February 5, 1958

Mr. William Richardson
630 Quitman
Denver, Colorado

Through: J. F. Shaw, Supt.,
Denver Experiment Station

Dear Mr. Richardson:

The sample of mill concentrates left at this laboratory have been examined and identified.

The sample contained approximately 80% pyrite with the remainder composed of galena, sphalerite, chalcopyrite, argentite, freibergite, polybasite, sylvanite and possible calaverite. No free gold was observed in the sample.

No relationship of the minerals to each other could be established but in a few areas the following was observed:

a. Chalcopyrite as veins in pyrite
b. Chalcopyrite closely associated with galena, sphalerite, and the silver minerals.
c. Sylvanite and possible calaverite as inclusions in chalcopyrite, also in the larger grains of the silver minerals and very little with galena and sphalerite.
d. None of the minerals other than chalcopyrite were associated with pyrite.

Very truly yours,

H. C. Meeves
Petrographer

UNITED STATES
ATOMIC ENERGY COMMISSION
DIVISION OF RAW MATERIALS

ADDRESS REPLY TO:

U. S. ATOMIC ENERGY COMMISSION
DIVISION OF RAW MATERIALS
DENVER EXPLORATION BRANCH
P. O. BOX 7647, LAKEWOOD BRANCH
DENVER 15, COLORADO

and refer to: DAO:RTR:sp

February 4, 1957

Mr. Ruben Dittbrenner
828 Ferry
Denver, Colorado

Dear Mr. Dittbrenner:

Results of assay of one sample(~~s~~) from Colorado submitted by you on , are as follows:

Field No.	Radiometric %eU3O8	Chemical %U3O8
F-48622	.17	

est % U3O8
.20

Radiometric assay is essentially a very accurately controlled comparison of the radioactivity exhibited by the sample to that of a standard sample of known uranium content. Payment for ore is based on chemical assay. The Commission's standards are such, at present, that no ores assaying less than 0.1% U_3O_8 are being purchased.

These assays represent only the material submitted, not necessarily a deposit as a whole, or an entire stockpile.

If we can be of any further service to you, please feel free to call on us.

Sincerely yours,

Robert T. Russell

Robert T. Russell, Chief
Technical Services Branch
Denver Area Office

UNITED STATES
ATOMIC ENERGY COMMISSION
GRAND JUNCTION OPERATIONS OFFICE
GRAND JUNCTION, COLORADO

IN REPLY REFER TO: MD:AJT

January 12, 1955

Mr. Glynn R. Culter, Vice President
Lucky Ginnie Mining Company
4953 Newton Street
Denver, Colorado

Re: ORE SAMPLES

Dear Mr. Culter:

We have received the following assay on the sample of ore which you submitted to this office for determination of the uranium content and possible amenability test. Following is the laboratory analysis:

Sample No.	U_3O_8	V_2O_5	Cu	$CaCO_3$	Fe_2O_3
CRMD-369	0.27	0.0	0.14	0.8	0.25

The rejects from this sample are being sent to the U.S. Bureau of Mines for amenability testing. A copy of the results will be forwarded to you when they are received by this office, which normally takes about six weeks.

Very truly yours,

Charles A. Rasor, Chief
Ore Procurement Branch
Mining Division

UNITED STATES
ATOMIC ENERGY COMMISSION
DIVISION OF RAW MATERIALS

ADDRESS REPLY TO:

U. S. ATOMIC ENERGY COMMISSION
DIVISION OF RAW MATERIALS
DENVER EXPLORATION BRANCH
P. O. BOX 7647, LAKEWOOD BRANCH
DENVER 15, COLORADO

and refer to: DEB:LG:go

August 4, 1954

Mr. Glynn Culter
4963 Newton Street
Denver, Colorado

Dear Mr. Culter:

Results of analysis of two samples from the Freeland district, Clear Creek County, Colorado, submitted by you on July 6, 1954, are as follows:

Field No.	Your No.	Radiometric % eU_3O_8	Chemical % U_3O_8
F-8710	1	0.065	0.027
F-8711	2	0.24	0.19

We would be interested to know what tonnage of material typical of your No. 2 might be expected.

If we can be of any further service to you, please feel free to call on us.

Sincerely yours,

Eugene L. Grossman

Eugene L. Grossman
Mining Engineer
Denver Exploration Branch

Charges [illegible]

Miner's Assay Office

GEORGE TREDER

Idaho Springs, Colorado

Sept. [illegible], 1937 19

ASSAY REPORT MADE FOR: Devitt

SAMPLE	OUNCES Gold	OUNCES Silver	Lead	Zinc	COPPER %	Value Per Ton
Sample	1.25	.36	1.40	[illegible]	.08	$ 51.56

William Devitt

Gold @ ..... per oz. Silver @ ..... per oz.

Lead @ ..... per lb. Copper @ ..... per lb.

Zinc @ ..... per lb. ..... @ .....

MINER'S ASSAY OFFICE

By George W. Treder

UNITED STATES MINT
DENVER, COLORADO

MEMO REPORT

Silver Price or Chart 34

Source Data
State Colo.
County Clear Cr.
Mine Springs

Lot Number 980 Date 8/21/81
Depositor Trail Gulch Mining Co.,
Idaho Springs, Colo.

Received 8/21/81

Description of Deposit	Assay Number	Weights Before Melt Ounces	Weights Before Melt Dec	Weights After Melt Ounces	Weights After Melt Dec	Assay Certificate Fineness Gold	Fineness Silver	Fineness Base	Refining charges per oz.	Fine Ounces Gold Ounces	Fine Ounces Gold Dec	Fine Ounces Silver Ounces	Fine Ounces Silver Dec
1 Rut & ave grs(Wet)	1215	2.50		2.07		790	197	13	1	1.635		.40	
										Total		Total	

NOTE: THIS REPORT IS FOR FISCAL INFORMATION OF THE DEPOSITOR AND IS OF NO OTHER VALUE

Payable by Check
Except as noted

Pay to Olynn R. Dulter,
131 Miner St.,
Idaho Springs, Colo.

Values	Gold	Silver	Melting	Refining charge	Handling		Total
	$ 57.23	$ .14	$ 1.00	$ .08	$ 1.[illegible]	$	$ 1.22
Less Cash Check							$ 56.15 Net Value

ESTABLISHED 1878

GAYLE F. FARNHAM

Certificate of Assay

THE HENRY E. WOOD ASSAYING COMPANY

TELEPHONE KEYSTONE 4-4816

DENVER 4, COLORADO

733 W. COLFAX AVE.

Jan. 22, 1957

We hereby certify that the samples assayed for W.L. Richardson gave the following results per ton of 2000 lbs.

MARKED	GOLD OZS.	SILVER OZS.	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	IRON PER CENT	INSOL. PER CENT	SULPHUR PER CENT	PER CENT	VALUE
This sample collected from ore bin - by channels running as indicated on top of ore pile 15.5 tons in bin	0.98	2.02	0.08	1.39	None					

Gold at $____ per ounce
Silver at ____ per ounce
Lead at ____ per lb.
Copper at ____ per lb.
Zinc at ____ per lb.

est value 39.90 ton

Charges $ 6.50 Paid

The Henry E. Wood Assaying Co.

By [illegible]

ROOT & SIMPSON, Inc.

TEL. CHERRY 3223 METALLURGICAL CHEMISTS AND ASSAYERS P. O. BOX 2069
DENVER 1, COLORADO

SPECIMEN ASSAY

ASSAYED FOR: Dr. Scavo

MARKS: S

GOLD OZS. PER TON	SILVER OZS. PER TON	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	INSOL. PER CENT	IRON PER CENT	BISMUTH PER CENT	U3O8 PER CENT
								3.756

VEIN AFTER 4 ROUNDS OF BLAST

DATE 11/27/54 CHARGES $5.00

Root & Simpson, Inc

ROOT & SIMPSON, Inc.

TEL. CHERRY 3223 METALLURGICAL CHEMISTS AND ASSAYERS P. O. BOX 2069
DENVER 1, COLORADO

SPECIMEN ASSAY

ASSAYED FOR: Dr. Scavo

MARKS: B

GOLD OZS. PER TON	SILVER OZS. PER TON	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	INSOL. PER CENT	IRON PER CENT	BISMUTH PER CENT	U3O8 PER CENT
								0.837

SOFT WET VEIN; ABOUT 12" [illegible]

DATE 11/27/54 CHARGES $5.00

Root & Simpson, Inc

ESTABLISHED 1878

GAYLE F. FARNHAM

Certificate of Assay

THE HENRY E. WOOD ASSAYING COMPANY

TELEPHONE KEYSTONE 4-4816

DENVER 4, COLORADO

733 W. COLFAX AVE.

Feb. 2, 1957

We hereby certify that the samples assayed for William Richardson gave the following results per ton of 2000 lbs.

MARKED	GOLD OZS.	SILVER OZS.	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	IRON PER CENT	INSOL. PER CENT	SULPHUR PER CENT	PER CENT	VALUE
Average 36" across vein	0.20	0.40								
V - from vein	0.72	1.48								
[illegible] - drift - vein	0.44	1.16		1.17						

THE HENRY E. WOOD ASSAYING CO.
Feb. 2. 57
Per [illegible]

Gold at $_____ per ounce
Silver at _____ per ounce
Lead at _____ per lb.
Copper at _____ per lb.
Zinc at _____ per lb.

Charges

$ 7.50

The Henry E. Wood Assaying Co.

By [illegible]

ESTABLISHED 1878 GAYLE F. FARNHAM

Certificate of Assay

THE HENRY E. WOOD ASSAYING COMPANY

TELEPHONE KEYSTONE 4-4816 DENVER 4, COLORADO 733 W. COLFAX AVE.

July 19, 1957

We hereby certify that the samples assayed for Ruben Dittbrenner gave the following results per ton of 2000 lbs.

MARKED	GOLD OZS.	SILVER OZS.	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	IRON PER CENT	INSOL. PER CENT	SULPHUR PER CENT	PER CENT	VALUE
Average	1.32	9.18	3.92	1.37					$	73.40
Samples from milling at Dixie (5 tons) estimated value [illegible] 4 89 [illegible]										

Gold at $ 35.00 per ounce
Silver at .90 per ounce
Lead at .16 per lb.
Copper at .29½ per lb.
Zinc at _____ per lb.

Charges
$ 5.00 Paid

The Henry E. Wood Assaying Co.
By [illegible]

Conc = 16% of tons

TEL. CHERRY 3323

ROOT & SIMPSON, Inc.

METALLURGICAL CHEMISTS AND ASSAYERS

DENVER 1, COLORADO

P. O. BOX 2089

SPECIMEN ASSAY

ASSAYED FOR: Dr. Fred Scavo

MARKS: F & S

GOLD OZS. PER TON	SILVER OZS. PER TON	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	INSOL. PER CENT	IRON PER CENT	BISMUTH PER CENT	PER CENT
F 0.02								
S 1.56	2.4	0.05	1.1	0.1				

DATE 12/31/54 CHARGES $ 8.00

Root & Simpson, Inc

ROOT & SIMPSON, Inc.

TEL. CHERRY 3223 METALLURGICAL CHEMISTS AND ASSAYERS P. O. BOX 2069
DENVER 1, COLORADO

SPECIMEN ASSAY

ASSAYED FOR	MARKS
Dr. Scave	Rock

GOLD OZS. PER TON	SILVER OZS. PER TON	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	INSOL. PER CENT	IRON PER CENT	BISMUTH PER CENT	U_3O_8 PER CENT
[illegible]								2.92

DATE 10/5/54 CHARGES $ 5.00

Root & Simpson, Inc

ROOT & SIMPSON, Inc.

TEL. CHERRY 3223 METALLURGICAL CHEMISTS AND ASSAYERS P. O. BOX 2069
DENVER 1, COLORADO

SPECIMEN ASSAY

ASSAYED FOR	MARKS
Dr. Scave	1-V

GOLD OZS. PER TON	SILVER OZS. PER TON	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	INSOL. PER CENT	IRON PER CENT	BISMUTH PER CENT	U_3O_8 PER CENT
		VEIN	PD					1.946

DATE 9/21/54 CHARGES $

Root & Simpson, Inc

ROOT & SIMPSON, Inc.

TEL. CHERRY 2271 METALLURGICAL CHEMISTS AND ASSAYERS P. O. BOX 2069
DENVER 1, COLORADO

SPECIMEN ASSAY

ASSAYED FOR	MARKS
Dr. Scavo	P-V [illegible] V

GOLD OZS. PER TON	SILVER OZS. PER TON	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	INSOL. PER CENT	IRON PER CENT	BISMUTH PER CENT	U_3O_8 PER CENT
PICKED VEIN BLACK PB				VEIN #1			P-V	1.579
VEIN AREA ABOUT 18" NO STREAK OR HIGH GRADE IN THIS							V	0.495

DATE 9/3/54 CHARGES $10.00

Root & Simpson, Inc

ROOT & SIMPSON, Inc.

TEL. CHERRY 2222 METALLURGICAL CHEMISTS AND ASSAYERS P. O. BOX 2069
DENVER 1, COLORADO

SPECIMEN ASSAY

ASSAYED FOR	MARKS
Dr. Scavo	A [illegible] V

GOLD OZS. PER TON	SILVER OZS. PER TON	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	INSOL. PER CENT	IRON PER CENT	BISMUTH PER CENT	U_3O_8 PER CENT
AREA ABOVE VEIN. ALL ROCK MATERIAL								0.065
VEIN #1								
AREA OF VEIN ABOUT 14", NOT PICKED OR H.G. SOME PB IN SAMPLE							V	0.520

DATE 9/17/54 CHARGES $10.00

Root & Simpson, Inc

ESTABLISHED 1878

GAYLE F. FARNHAM

Certificate of Assay

THE HENRY E. WOOD ASSAYING COMPANY

TELEPHONE KEYSTONE 4-4816

DENVER 4, COLORADO

733 W. COLFAX AVE.

[illegible], 1954

We hereby certify that the samples delivered for [illegible] give the following results per ton of 2000 lbs.

MARKED	GOLD OZS.	SILVER OZS.	WET LEAD PER CENT	COPPER PER CENT	ZINC PER CENT	IRON PER CENT	INSOL PER CENT	SULPHUR PER CENT	PER CENT	VALUE
									Uranium U_3O_8	
									3.98	

Gold at $ ..... per ounce
Silver at ..... per ounce
Lead at ..... per lb.
Copper at ..... per lb.
Zinc at ..... per lb.

Charges
$ 5.00

The Henry E. Wood Assaying Co.

By [illegible]

FORM C-347
2M-7-56

AMERICAN SMELTING AND REFINING CO.

ARKANSAS VALLEY PLANT

LEADVILLE, COLO. Aug 13,1957

BOUGHT OF Wm Richardson (Empress Mine) (111)

LOT NO. SMELTER 5371 MINE 1

ADDRESS 630 Quitman Denver, Colorado.

CLASS Cts.

SHIPPING POINT Idaho Spgs, Colo

QUOTATIONS OF 7/22-27/57 SILVER .90250 LEAD 14.00 COPPER 28.570

ASSAYS	GOLD OZ. PER TON	SILVER OZ. PER TON	LEAD PER CENT	COPPER PER CENT	INSOL. PER CENT	IRON PER CENT	Bi		ZINC PER CENT	SULPHUR PER CENT
A. S. & R. CO.										
SHIPPER										
UMPIRE										
SETTLEMENT ASSAY	1.54	12.9	3.5	1.1	23.6	29.2	0.15		2.2	32.5

OUR INITIAL	NUMBER	WEIGHT	FROZEN WT.
Trucked.		3395	

PAYMENTS PER TON		DEDUCTIONS PER TON	
GOLD 32.3185 @	49.77	BASE CHARGE	11.500
SILVER less 1oz Less 1¢	10.62	INSOLUBLE	
LEAD less 5 90% @2.30 PER UNIT	4.14	Bi Dr.	1.000
COPPER less 0.95% @3.89 PER UNIT	.37	SULPHUR	2.500
GROSS VALUE OF METALS	64.90	EXCESS VALUE	
		IRON CREDIT	
		LIME CREDIT	
		LEAD 33% DR	2.150
LESS TOTAL DEDUCTIONS	17.15	TOTAL DEDUCTIONS	17.15
@ $	47.75	PER TON $	70.74

WEIGHT OF LOT 3395
WEIGHT OF Drums 128
WET WEIGHT 3267
LESS MOISTURE 9.3 %
DRY WEIGHT 2963
DATE LOT RECEIVED 7/18/57

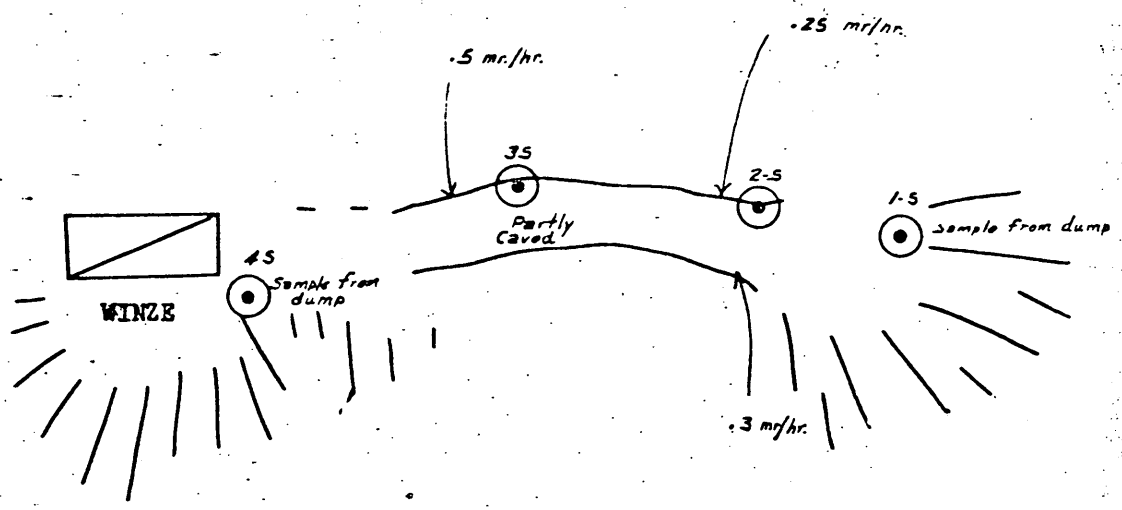
FREIGHT ADVANCED @
FEDERAL TRANSPORTATION TAX
Drums 1.48
SAMPLING 10.00
FROZEN ORE
UMPIRE
SWITCHING & FEDERAL TRANS. TAX
HAULING & TRANSPORTATION TAX
ROYALTY 10% Ella A Culter 5.93
Royalty 5% Dr Fred Scavo 2.96

LOT CONTAINS 19 OZS. OF SILVER

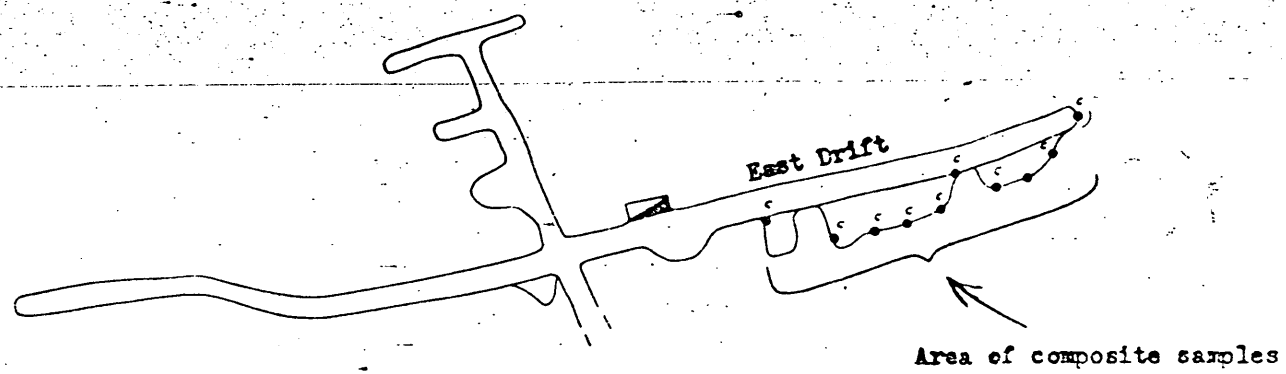
CORRECT WR
CHECKED JC

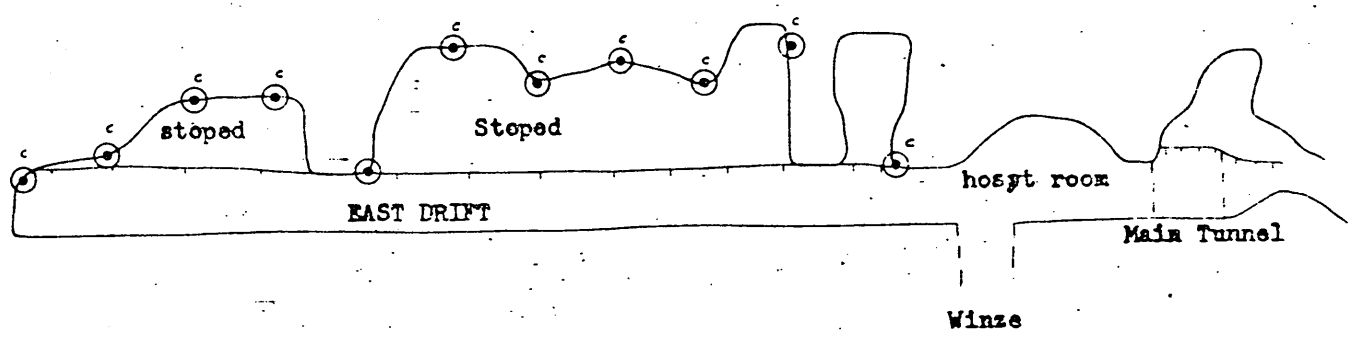
RATES, EXCEPT ON CONTRACTS, SUBJECT TO CHANGE WITHOUT NOTICE.

NET PROCEEDS $50.37

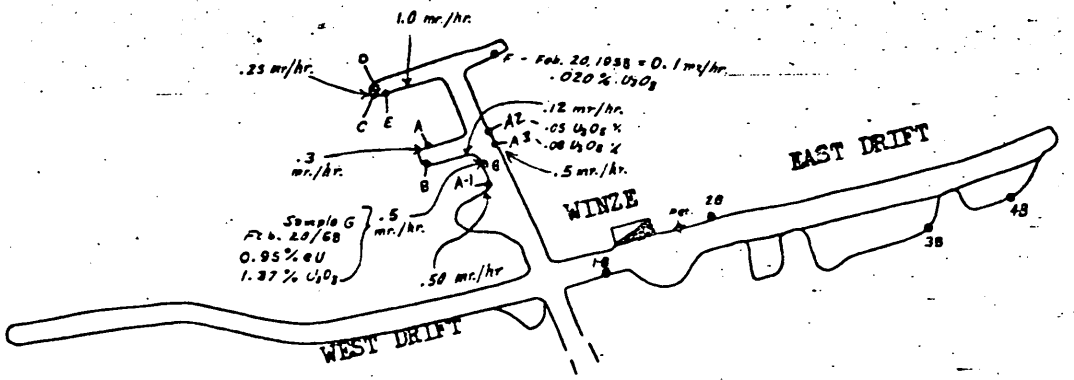


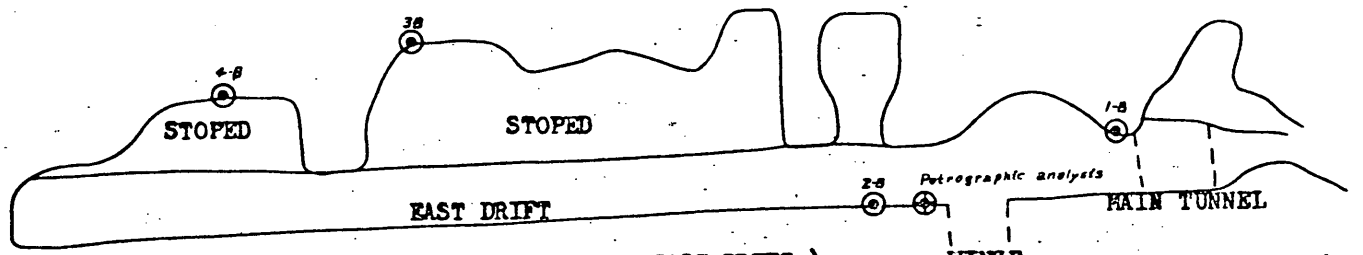
LOCATION OF SAMPLES FROM "A" VEIN NEAR WINZE ON SURFACE WITH MR./HR. READINGS



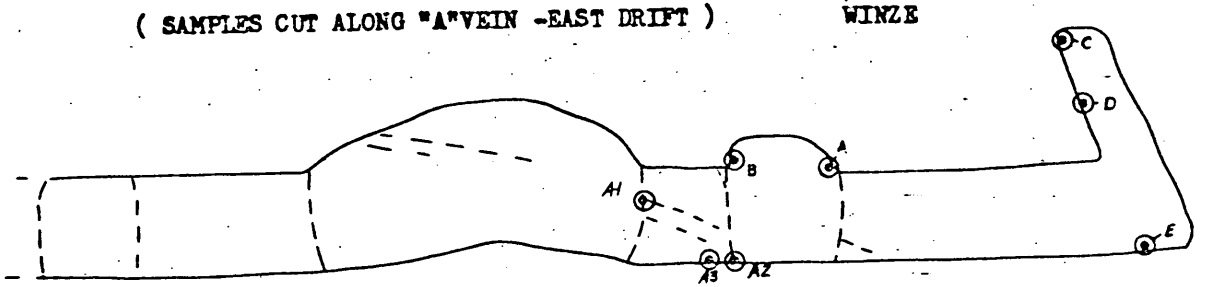


MAP SHOWING THE AREA OF COMPOSITE SAMPLES TAKEN ALONG THE "A" VEIN, IN EAST DRIFT



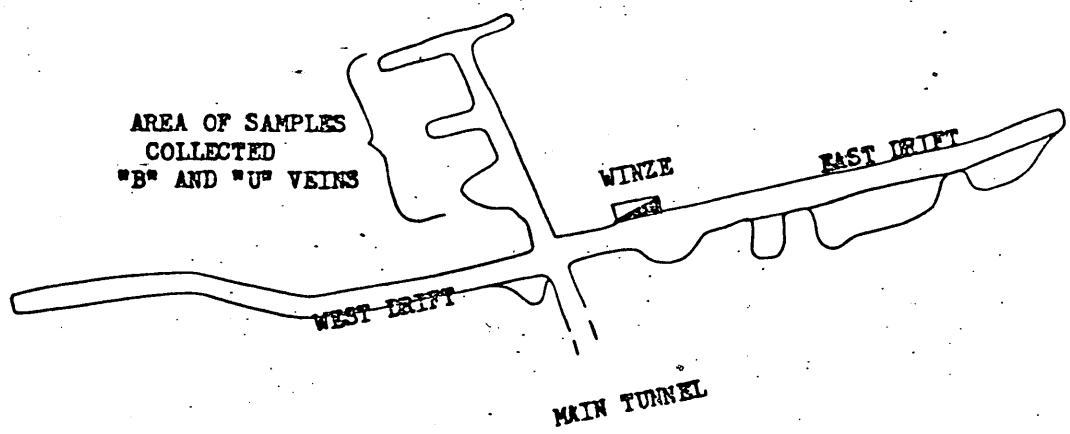


(SAMPLES CUT ALONG "A"VEIN -EAST DRIFT)



(SAMPLES CUT ALONG "U" VEINS * MAIN TUNNEL AND SMALL W. DRIFTS)

MAP SHOWING LOCATION OF SAMPLES CUT ALONG "A" AND "U" VEINS WITH RADIATION READINGS



MAP SHOWING AREA OF SAMPLES COLLECTED BY SCAVO ET AL * EXACT POSITIONS UNKNOWN

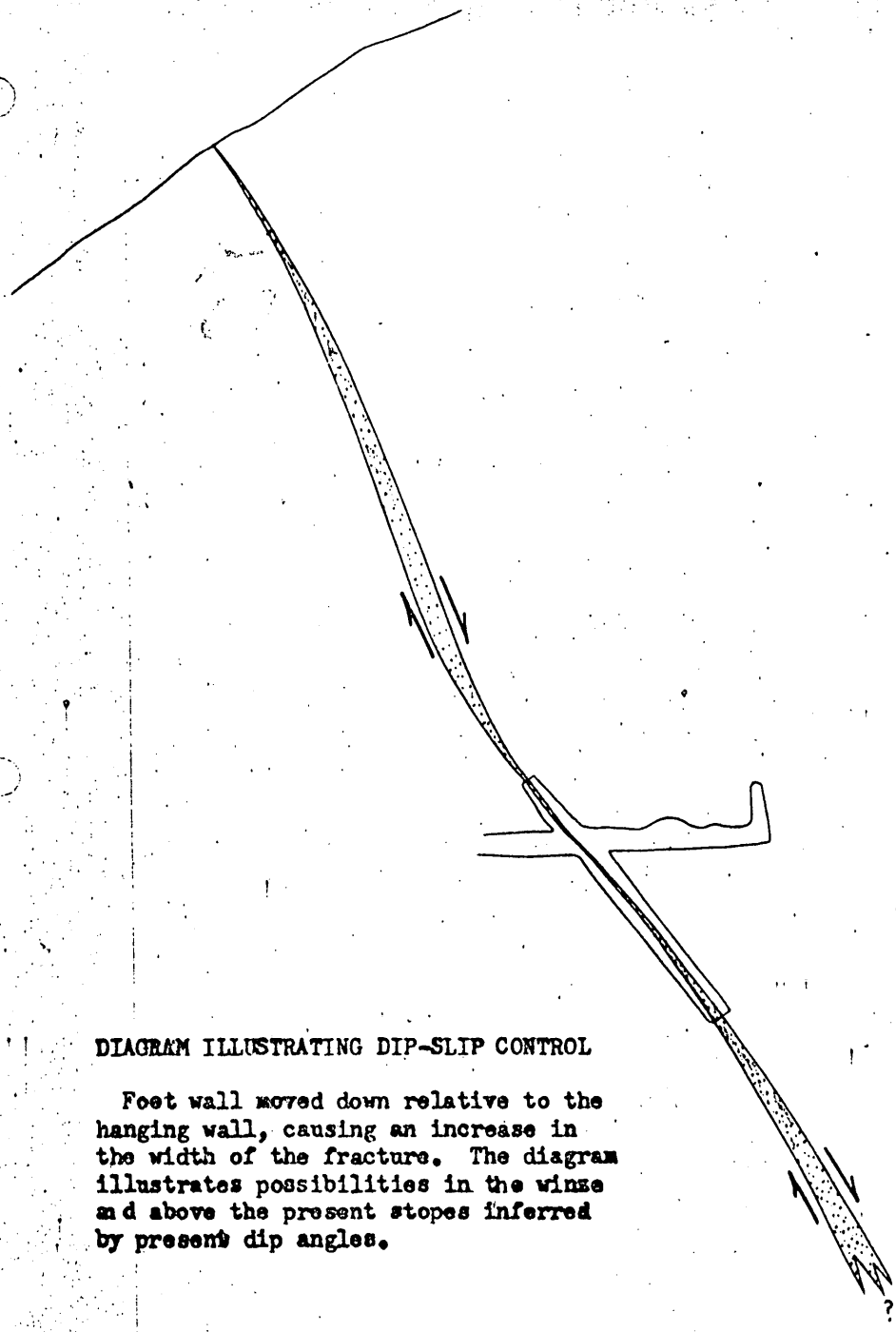


DIAGRAM ILLUSTRATING DIP-SLIP CONTROL

Foot wall moved down relative to the hanging wall, causing an increase in the width of the fracture. The diagram illustrates possibilities in the winze and above the present stopes inferred by present dip angles.

FOR Henry William Gaffney
Morgan- Williams Shaft -- 90 Depth Trail Creek

Idaho Spring, Colo.

CHARGES $5.50

DATE May 7th, 1968

ASSAYER George Treeley

Miner's Assay Office
George Treder, Mgr.
Box 777
Idaho Springs, Colorado 80452

Sample No.	Oz Gold	Oz Silver	% Lead	% Zinc	% Copper	%	%	%	App. Value Per Ton
Sample # 3	1.50	28.00	.20	1.10	24.00				$320.50
App. Val. PT	$52.50	$64.45	$0.52	$1.43	$201.60				

Gold @ 35.00 Silver @ 2.30
Lead @ .13 Copper @ .42
Zinc @ .13

These Determinations were made to the best of my ability, and with the best equipment I could buy. I've been in business over 20 years.

(OVER)

FOR Henry William Gaffney
~~Morgan-Williams Shaft -- 50 Depth~~ Trail Creek
Idaho Springs, Colo.

CHARGES $5.50

DATE May 7th, 1968

ASSAYER George Treder

Miner's Assay Office
George Treder, Mgr.
Box 777
Idaho Springs, Colorado 80452

Sample No.	Oz Gold	Oz Silver	% Lead	% Zinc	% Copper	%	%	%	App. Value Per Ton
Sample # 2	.75	12.90	.30	1.60	13.40				$174.28
App. Val. PT	$26.50	$29.80	$0.78	$4.60	$112.60				

Gold @ 35.00 Silver @ 2.30
Lead @ .13 Copper @ .42
Zinc @ .13

These Determinations were made to the best of my ability, and with the best equipment I could buy. I've been in business over 20 years.

(OVER)

FOR Henry William Gaffney
Morgan -Williams Shaft -- 30' Depth Trail Creek
Idaho Springs, Colo.

CHARGES $5.50

DATE May 7th, 1968

ASSAYER George Treder

Miner's Assay Office
George Treder, Mgr.
Box 777
Idaho Springs, Colorado 80452

Sample No.	Oz Gold	Oz Silver	% Lead	% Zinc	% Copper	%	%	%	App. Value Per Ton
Sample # 1	.75	15.00	.20	1.00	29.40				$309.82
App.Val. PT	$26.50	$34.50	$0.52	$1.30	$247.00				

Gold @ 35.00 Silver @ 2.30
Lead @ .13 Copper @ .42
Zinc @ .13

These Determinations were made to the best of my ability, and with the best equipment I could buy. I've been in business over 20 years.

(OVER)

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
10/27/70	Kilbsgaard	120
	Emerick	120
27/70	Kilbsgaard	
		220

AIRMAIL

OCT 29 1970

Mr. Attilio Napolitano
P. O. Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

The Performance Bond (Standard Form 25) and Affidavits of Individual Surety (Standard Form 28) you submitted in lieu of lien and subordination agreements from owners of the Last Chance claim were not satisfactorily completed, and do not provide the surety required in the event of an OME contract.

The documents submitted were unacceptable because:

1. The Certificates of Sufficiency on the reverse side of Standard Form 28 were not certified by an authorized party as required.

2. One of the proposed sureties is part owner of certain claims leased to the Applicant, and, therefore, would have a financial interest in helping to secure an OME loan to explore the property. Such interest by a surety is unacceptable.

3. The Performance Bond is invalid without acceptable Affidavits of Individual Surety.

For these reasons and the fact that first priority on our limited funds must be given to applications already processed and approved, we must inform you that your application is denied. This action is taken without prejudice to the property.

Thank you for your interest in the OME program. We regret that circumstances did not permit an opportunity to participate with you in exploring the Empress mine.

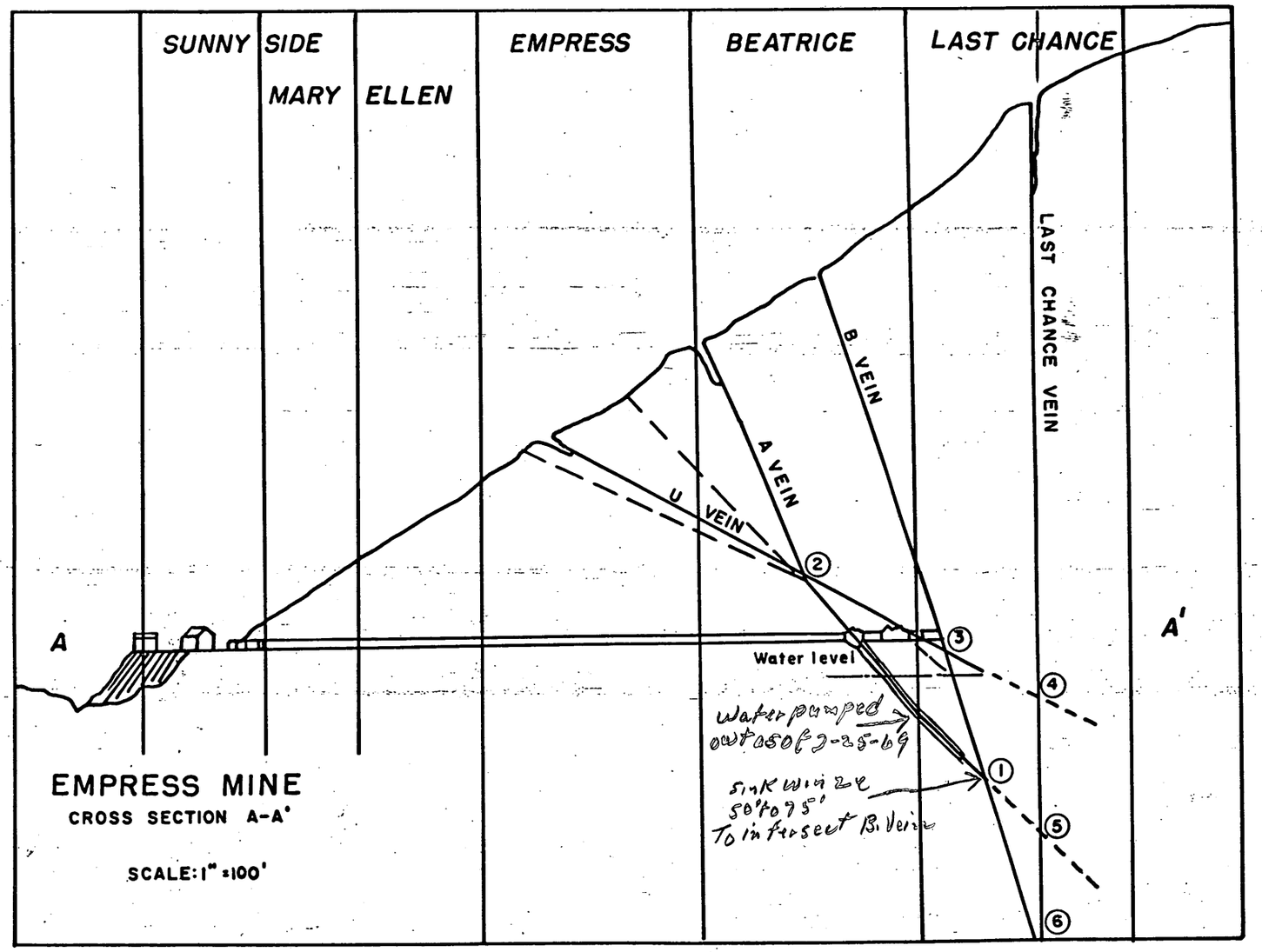
Sincerely yours,

Harold Kirkemo (glc)

Harold Kirkemo
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
OME Region III w/cy of memo dtd 10/23/70 from legal
Mr. Emerick
Mr. Kirkemo
130

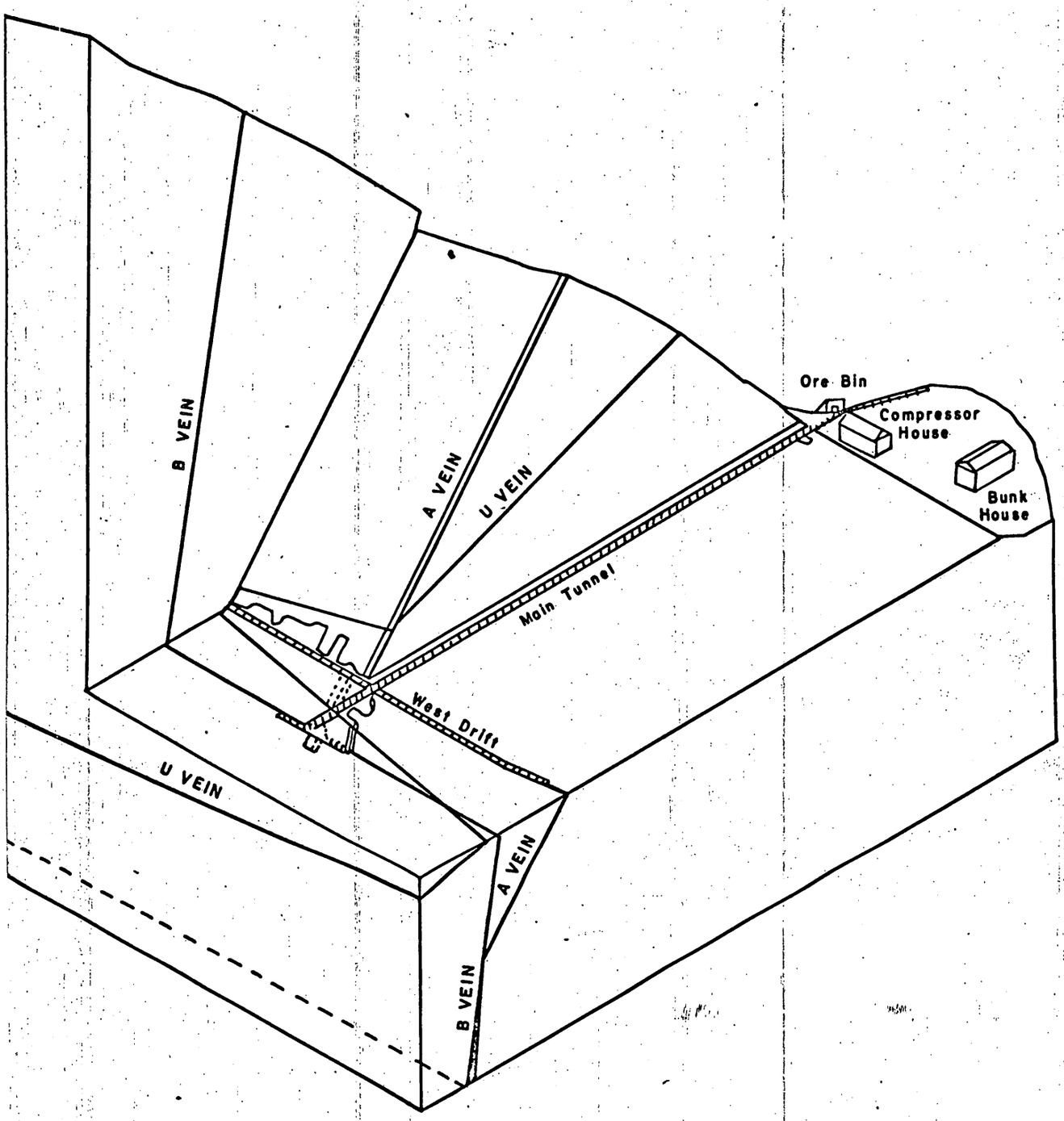
HKirkemo/bsl 10/27/70



EMPRESS MINE
CROSS SECTION A-A'

SCALE: 1" = 100'

ISOMETRIC DIAGRAM OF THE EMPRESS MINE



OME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
10/27/70	Emerick	120
		120
		220

October 27, 1970

Memorandum

To: The File

From: Harold Kirkemo, Chief
Office of Minerals Exploration

Subject: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Justification for Denial of Application

The field examiner recommended in July 1969 that an exploration contract be granted to explore the Empress mine. A proposed contract was prepared but not offered to the Applicant pending submittal of satisfactory evidence that he had acceptable right and interest in a claim, the Last Chance, which the Government believed would benefit from the exploration project.

The Applicant was unable to lease the claim and failed to obtain Lien and Subordination Agreements from each of the five owners. Despite detailed instructions by the Government on sample copies of a performance bond and affidavits of individual surety, the documents submitted by the Applicant were unacceptable for the reasons explained by the Associate Solicitor in a memorandum dated October 23, 1970, to the Chief, OME.

As the Applicant has been unable over a period of more than a year to furnish the necessary legal documents for a proposed contract, we conclude that further attempts to obtain acceptable documents would be futile. In the event of a contract, it would appear that the Applicant would be unable to meet the reporting, accounting, and possibly financing responsibilities of an Operator.

I recommend that the application be denied without prejudice to the property.

Harold Kirkemo

Harold Kirkemo

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
Mr. Kirkemo - Mr. Emerick

HKirkemo/bsl 10/27/70

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON, D.C. 20240

OCT 23 1970

OFFICIAL COPY
O. M. E.
RECEIVED
OCT 23 1970
INITIALS | CODE

Memorandum

To: Chief, Office of Minerals Exploration

From: Associate Solicitor--Mineral Resources and General Legal Services

Subject: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek, Colorado

We have made an examination of the undated Performance Bond (Standard Form 25) signed by Martha O Dell and Douglas M. Culter and the two Affidavits of Surety (Standard Form 28) executed on September 3, 1970, one by Mrs. O Dell and one by Mr. Culter, which were submitted by the applicant in lieu of a lien and subordination agreement from the owners of the Last Chance claim and find that the affidavits have not been satisfactorily completed. As we pointed out in our memorandum to you of August 25, 1970, each individual surety must have the Certificate of Sufficiency, which appears on the reverse side of the Affidavit of Surety form, signed by one of the persons named in item 4 of the instructions. A certificate signed by a person not listed in item 4 is not valid. The certificates of sufficiency for Mrs. O Dell's and Mr. Culter's affidavits were signed by one Julio Zamagni, whose title and address are shown as "Deputy District Attorney, Golden, Colo. Hall of Justice." An inquiry to the U. S. Department of Justice disclosed that no such person is employed in that department. It is assumed that Mr. Zamagni is either a State or local official and, as such, is not eligible to certify as to the qualifications of either Mrs. O Dell or Mr. Culter. The performance bond is not in proper legal form and is, therefore, not acceptable.

The file contains a copy of a mining lease, dated August 1, 1967, between E. A. Culter, G. R. Culter, and D. M. Culter, lessors and D. M. Culter, lessee which indicates that D. M. Culter is a part owner of the Mary Ellen, Beatrice, Empress, and Sunnyside Lode Mining claims which are a part of the project area. A comparison of the signature of D. M. Culter with the signature of Douglas M. Culter indicates that D. M. Culter

and Douglas M. Culter are the same individual. Since Mr. Culter has an interest in the project area, he is not an acceptable surety.

The Standard Form 28 used by Mrs. O Dell and Mr. Culter is the November 1950 edition. The current form is the June 1966 edition. The later edition should be used in the future.

Bruce Wright
Associate Solicitor
Mineral Resources and
General Legal Services

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225

Office of Minerals Exploration
Building 53 Room 200

September 24, 1970

OFFICIAL COPY
O. M. E.
RECEIVED
SEP 28 1970
INITIALS CODE
130
bsl 120
HK 120
WE 100

Memorandum

To: Chief, Office of Minerals Exploration

From: Field Officer, Region III

Subject: OME-6787 (Silver-Gold)
Attilio Napolitano
Express Mine
Clear Creek County, Colorado

Enclosed are the Performance Bond and Affidavit of Individual Surety (Standard Forms 25 and 28) executed as directed in the letter from Mr. Kirkemo to Mr. Attilio Napolitano dated August 27, 1970. Enclosed also is a letter dated September 8, 1970 from Mr. Napolitano explaining the applicant's availability of funds for use in a possible OME contract on the Empress Mine, Clear Creek County, Colorado.

J. William Hasler
mc

J. William Hasler,
Field Officer, Region III
Office of Minerals Exploration

Enclosures

Harold Kirkemo Chief
U.S. Department OF Interior
Geological Survey
Office Of Mineral Exploration
Washington DC. 20242

O.M.E. -(Silver -Gold)
Attilio Napolitano
Empress Mine
Clear Creek CO.Colo. 80452

Sept. 8, 1970

Dear Mr. Kirkemo.

In event on O.M.E. contract is awarded for the development of the Empress Mine. The available funds for my share of the contract will come from monies that I have set aside from the sale of my business back in Penna. plus available money, from an estate that I am the executor and also part of the inheritence, In conjunction with the available monies, I have an approximate income of Eight hundred per month.

I hope this will satisfy your interest on the availibility of my share of the expense for the development of the Empress Mine of which I am the sole leasee.

Thanking you for your consideration
I remain respectfully yours,

A. Napolitano

A. Napolitano

STANDARD FORM 25
JUNE 1967 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.801

PERFORMANCE BOND

(See Instructions on reverse)

DATE BOND EXECUTED *(Must be same or later than date of contract)*

Mar Higher Bid 1st date

PRINCIPAL *(Legal name and business address)*

Attilio Napolitano
Empress Mine
P.O. Box 507
Idaho Springs, Colo. 80452

TYPE OF ORGANIZATION *("X" one)*

[X] INDIVIDUAL [ ] PARTNERSHIP
[ ] JOINT VENTURE [ ] CORPORATION

STATE OF INCORPORATION

Not- Incorporated

SURETY(IES) *(Name(s) and business address(es))*

Mrs. Martha O'Dell
6242 SO. Pennsylvania Ave.
Littleton, Colo. 80216

Douglas Culter
1128 Colo. Blvd. Box 58
Idaho Springs Colo. 80452

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)
	15	045	00

CONTRACT DATE	CONTRACT NO.

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: *Provided,* That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above;

NOW, THEREFORE, if the Principal shall:

(a) Perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived; and

(b) If the said contract is subject to the Miller Act, as amended (40 U.S.C. 270a–270e), pay to the Government the full amount of the taxes imposed by the Government which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished; then the above obligation shall be void and of no effect.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL

Signature(s)	1. Attilio Napolitano (Seal)	2. (Seal)	Corporate Seal
Name(s) & Title(s) *(Typed)*	1. Attilio Napolitano	2.	

INDIVIDUAL SURETY(IES)

Signature(s)	1. X Martha O'Dell (Seal)	2. X Douglas Culter (Seal)
Name(s) *(Typed)*	1. Martha O'Dell	2. Douglas Culter

CORPORATE SURETY(IES)

SURETY A					
Name & Address			STATE OF INC.	LIABILITY LIMIT	Corporate Seal
Signature(s)	1.	2.			
Name(s) & Title(s) *(Typed)*	1.	2.			

25-105

CORPORATE SURETY(IES) (Continued)					
SURETY B	Name & Address		STATE OF INC.	LIABILITY LIMIT	*Corporate Seal*
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		
SURETY C	Name & Address		STATE OF INC.	LIABILITY LIMIT	*Corporate Seal*
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		
SURETY D	Name & Address		STATE OF INC.	LIABILITY LIMIT	*Corporate Seal*
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		
SURETY E	Name & Address		STATE OF INC.	LIABILITY LIMIT	*Corporate Seal*
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		
SURETY F	Name & Address		STATE OF INC.	LIABILITY LIMIT	*Corporate Seal*
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		
SURETY G	Name & Address		STATE OF INC.	LIABILITY LIMIT	*Corporate Seal*
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		

BOND PREMIUM ▶	RATE PER THOUSAND $	TOTAL $

INSTRUCTIONS

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal"; and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.

5. The name of each person signing this performance bond should be typed in the space provided.

☆ U.S. GOVERNMENT PRINTING OFFICE : 1967 O—255-154 (80G)

STANDARD FORM 28
NOVEMBER 1950
PRESCRIBED BY GENERAL
SERVICES ADMINISTRATION
GENERAL REGULATION NO. 5

AFFIDAVIT OF INDIVIDUAL SURETY

(See Instructions on Reverse)

STATE OF
Colorado
COUNTY OF
Clear Creek & Denver CO.

SS: Martha O'Dell- (Husband Deceased)
6242 SO. Penna. ST.
Littleton, Colo.

Julio Zamani

I, the person whose signature appears below as surety, being duly sworn, depose and say that I am one of the sureties to the attached bond; that I am a citizen of the United States, and of full age and legally competent; that I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety; that the information herein below furnished is true and correct. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

MY NAME *(first, middle, last)*	MY ADDRESS *(street and number, city and State)*
Mrs. Martha O. Dell	6242 South Penna. ST. Littleton, Colo.
TYPE AND DURATION OF MY OCCUPATION	**NAME OF MY EMPLOYER**
Restaurant Owner & Waitress	Self
MY BUSINESS ADDRESS *(street and number, city and State)*	**AMOUNT I AM WORTH IN REAL ESTATE AND PERSONAL PROPERTY OVER AND ABOVE (1) ALL MY DEBTS AND LIABILITIES OWING AND INCURRED, (2) ANY PROPERTY EXEMPT FROM EXECUTION, (3) ANY PECUNIARY INTEREST I HAVE IN THE BUSINESS OF THE PRINCIPAL ON SAID BOND, AND (4) ANY INTEREST I HAVE IN ANY SO-CALLED COMMUNITY PROPERTY**
6242 South Penna, ST. Littleton, Colo.	24,300,00

LOCATION AND DESCRIPTION OF REAL ESTATE OF WHICH I AM SOLE OWNER IN FEE SIMPLE *(not exempt from seizure and sale under any homestead law, community or marriage law, or upon attachment, execution, or judicial process)*

437 Virginia Canyon Idaho Springs Colo. Home value 10,500 -4200 Mortgage

6700 South Elate ST. Littleton, Colo. Resident Home 22,000 value 4000 Mortgage

FAIR VALUE OF SUCH REAL ESTATE	ASSESSED VALUE OF SUCH REAL ESTATE FOR TAXATION PURPOSES
437 Virginia Canyon 10,500,00 6242 SO. Elate ST. 22,000,00	7600,00 1800,00

ALL MORTGAGES OR OTHER ENCUMBRANCES AGAINST ABOVE REAL ESTATE, THERE BEING NO OTHERS *(if none, so state)*

437 Virginia Canyon 4200.00

6700 SO. Elati ST. Approximatly 4000.00

MY LIABILITIES OWING AND INCURRED DO NOT EXCEED THE AMOUNT OF	AMOUNT I AM WORTH, OVER AND ABOVE JUST DEBTS AND LIABILITIES, IN PERSONAL PROPERTY SUBJECT TO EXECUTION AND SALE, THIS AMOUNT BEING ADDITIONAL TO THE REAL ESTATE ABOVE DESCRIBED
100.00	4,200.00

THE ABOVE PERSONAL PROPERTY CONSISTS OF THE FOLLOWING

Automobile and Household Goods

ALL OTHER BONDS ON WHICH I AM SURETY *(state character and amount of each bond; if none, so state)*

None

MY SIGNATURE AS SURETY

X Martha O'Dell

Subscribed and sworn to before me this date at Idaho Springs, Colorado

Harold A. Anderson Notary 9-3-70
(Signature) *(Title of official administering oath)* *(Date)*

OFFICIAL SEAL

STANDARD FORM 28
NOVEMBER 1950 EDITION

My Commission expires Feb. 9, 1972

16—63324-1

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY, That the surety named herein is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

NAME (*typewritten*) Julio Zamagni

SIGNATURE Julio Zamagni

OFFICIAL TITLE Deputy District Attorney

ADDRESS Golden, Colo.
Hall of Justice

INSTRUCTIONS

1. This form shall be used whenever sureties on bonds to be executed in connection with Government contracts are individual sureties. There shall be no deviation from this form except as authorized by the General Services Administration.

2. A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States, except that sureties on bonds executed in any foreign country, the Canal Zone, Puerto Rico, Hawaii, Alaska, Guam, or any possession of the United States, for the performance of contracts entered into in these places, need not be citizens of the United States, but if not citizens of the United States shall be domiciled in the place where the contract is to be performed.

3. The individual surety shall justify, under oath, in a sum not less than the penalty of the bond, according to the form appearing on the face hereof, before a United States commissioner, a clerk of a United States court, a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal, it shall be affixed, otherwise the proper certificate as to his official character shall be furnished. Where citizenship is not required, as provided in paragraph 2 of these instructions, the affidavit may be amended accordingly.

4. The certificate of sufficiency shall be signed by an officer of a bank or trust company, a judge or clerk of a court of record, a United States district attorney or commissioner, a postmaster, a collector or deputy collector of internal revenue, or any other officer of the United States acceptable to the department or establishment concerned. Further certificates as to the financial qualification of the sureties may be required from time to time. Such certificates must be based on the personal investigation of the certifying officers at the time of the making thereof, and not upon prior certificates.

U. S. GOVERNMENT PRINTING OFFICE 16—63324-1

STANDARD FORM 28
NOVEMBER 1950
PRESCRIBED BY GENERAL
SERVICES ADMINISTRATION
GENERAL REGULATION NO. 5

AFFIDAVIT OF INDIVIDUAL SURETY

(See Instructions on Reverse)

STATE OF: Colorado
COUNTY OF: Clear Creek
SS:

1128 Colorado Blvd. Box 58
Idaho Springs Colo. 80452

I, the person whose signature appears below as surety, being duly sworn, depose and say that I am one of the sureties to the attached bond; that I am a citizen of the United States, and of full age and legally competent; that I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety; that the information herein below furnished is true and correct. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

MY NAME *(first, middle, last)*: Douglas M Carter

MY ADDRESS *(street and number, city and State)*: 1128 Colorado Blvd. Box 58 Idaho Springs Colo. 80452

TYPE AND DURATION OF MY OCCUPATION: Crane Operator 13 years

NAME OF MY EMPLOYER: Adolph Coors CO. Golden Colo.

MY BUSINESS ADDRESS *(street and number, city and State)*: 1128 Colorado Blvd. Box 58 Idaho Springs Colo. 80452

AMOUNT I AM WORTH IN REAL ESTATE AND PERSONAL PROPERTY OVER AND ABOVE (1) ALL MY DEBTS AND LIABILITIES OWING AND INCURRED, (2) ANY PROPERTY EXEMPT FROM EXECUTION, (3) ANY PECUNIARY INTEREST I HAVE IN THE BUSINESS OF THE PRINCIPAL ON SAID BOND, AND (4) ANY INTEREST I HAVE IN ANY SO-CALLED COMMUNITY PROPERTY: 25,800.00

LOCATION AND DESCRIPTION OF REAL ESTATE OF WHICH I AM SOLE OWNER IN FEE SIMPLE *(not exempt from seizure and sale under any homestead law, community or marriage law, or upon attachment, execution, or judicial process)*

Two story dwelling, two apartments

1128 Colorado Blvd.

FAIR VALUE OF SUCH REAL ESTATE: 30,000

ASSESSED VALUE OF SUCH REAL ESTATE FOR TAXATION PURPOSES: 21,000.00

ALL MORTGAGES OR OTHER ENCUMBRANCES AGAINST ABOVE REAL ESTATE, THERE BEING NO OTHERS *(if none, so state)*

Approximatly 7000.00

MY LIABILITIES OWING AND INCURRED DO NOT EXCEED THE AMOUNT OF: 1700.00

AMOUNT I AM WORTH, OVER AND ABOVE JUST DEBTS AND LIABILITIES, IN PERSONAL PROPERTY SUBJECT TO EXECUTION AND SALE, THIS AMOUNT BEING ADDITIONAL TO THE REAL ESTATE ABOVE DESCRIBED: 4,500.00

THE ABOVE PERSONAL PROPERTY CONSISTS OF THE FOLLOWING

1969 Mercury
1967 Toyota
House Furnishings

ALL OTHER BONDS ON WHICH I AM SURETY *(state character and amount of each bond; if none, so state)*

None

MY SIGNATURE AS SURETY

x Douglas M Carter

Subscribed and sworn to before me this date at Idaho Springs, Colorado

OFFICIAL SEAL

Harold A Anderson Notary 9-3-70
(Signature) *(Title of official administering oath)* *(Date)*

My Commission expires Feb. 9, 1972

STANDARD FORM 28
NOVEMBER 1950 EDITION

16—63324-1

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY, That the surety named herein is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

NAME (*typewritten*)	SIGNATURE
X Julio Zamagni	X Julio Zamagni
OFFICIAL TITLE	
X Deputy District Attorney	
ADDRESS	
Golden, Colo.	
X Hallof Justce	

INSTRUCTIONS

1. This form shall be used whenever sureties on bonds to be executed in connection with Government contracts are individual sureties. There shall be no deviation from this form except as authorized by the General Services Administration.

2. A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States, except that sureties on bonds executed in any foreign country, the Canal Zone, Puerto Rico, Hawaii, Alaska, Guam, or any possession of the United States, for the performance of contracts entered into in these places, need not be citizens of the United States, but if not citizens of the United States shall be domiciled in the place where the contract is to be performed.

3. The individual surety shall justify, under oath, in a sum not less than the penalty of the bond, according to the form appearing on the face hereof, before a United States commissioner, a clerk of a United States court, a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal, it shall be affixed, otherwise the proper certificate as to his official character shall be furnished. Where citizenship is not required, as provided in paragraph 2 of these instructions, the affidavit may be amended accordingly.

4. The certificate of sufficiency shall be signed by an officer of a bank or trust company, a judge or clerk of a court of record, a United States district attorney or commissioner, a postmaster, a collector or deputy collector of internal revenue, or any other officer of the United States acceptable to the department or establishment concerned. Further certificates as to the financial qualification of the sureties may be required from time to time. Such certificates must be based on the personal investigation of the certifying officers at the time of the making thereof, and not upon prior certificates.

U. S. GOVERNMENT PRINTING OFFICE 16—63324-1

Original Performance Bond - Not acceptable

Note difference in Mrs O'Dell's signatures

STANDARD FORM 25
JUNE 1967 EDITION
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.801

PERFORMANCE BOND

(See Instructions on reverse)

DATE BOND EXECUTED *(Must be same or later than date of contract)*

PRINCIPAL *(Legal name and business address)*

Attilio Napolitano
Empress Mine
P.O. Box 507
Idaho Springs, Colo. 80452

TYPE OF ORGANIZATION *("X" one)*

[X] INDIVIDUAL [ ] PARTNERSHIP
[ ] JOINT VENTURE [ ] CORPORATION

STATE OF INCORPORATION
Not incorporated

SURETY(IES) *(Name(s) and business address(es))*

Mrs. Martha O'Dell
6242 So. Pennsylvania Ave.
Littleton, Colorado

PENAL SUM OF BOND			
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENT(S)
	15,	045	-

CONTRACT DATE	CONTRACT NO.

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto, are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally: *Provided,* That, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the contract identified above;

NOW, THEREFORE, if the Principal shall:

(a) Perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived; and

(b) If the said contract is subject to the Miller Act, as amended (40 U.S.C. 270a–270e), pay to the Government the full amount of the taxes imposed by the Government which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished; then the above obligation shall be void and of no effect.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.

PRINCIPAL			
Signature(s)	1. Attilio Napolitano (Seal)	2. Harold A. Anderson (Seal)	Corporate Seal
Name(s) & Title(s) *(Typed)*	1. Attilio Napolitano Attilio Napolitano	2. My Commission expires Feb. 9, 1972	

INDIVIDUAL SURETY(IES)		
Signature(s)	1. Mrs. Martha O'Dell (Seal)	2. Harold A. Anderson (Seal)
Name(s) *(Typed)*	1. Mrs. Martha O'Dell Mrs. Martha O'Dell	2. My Commission expires Feb. 9, 1972

CORPORATE SURETY(IES)					
SURETY A	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		

25-105

CORPORATE SURETY(IES) (Continued)					
SURETY B	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		
SURETY C	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		
SURETY D	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		
SURETY E	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		
SURETY F	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		
SURETY G	Name & Address		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) *(Typed)*	1.	2.		

BOND PREMIUM ▶	RATE PER THOUSAND $	TOTAL $

INSTRUCTIONS

1. This form is authorized for use in connection with contracts for construction work or the furnishing of supplies or services. There shall be no deviation from this form without approval by the Administrator of General Services.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.

3. (a) Corporations executing the bond as sureties must be among those appearing on the Treasury Department's list of approved sureties and must be acting within the limitations set forth therein. Where more than a single corporate surety is involved, their names and addresses (city and State) shall be inserted in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)", and in the space designated "SURETY(IES)" on the face of this form only the letter identification of the Sureties shall be inserted.

(b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal"; and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.

5. The name of each person signing this performance bond should be typed in the space provided.

☆ U.S. GOVERNMENT PRINTING OFFICE : 1967 O—255-154 (80G)

DME-6787

STANDARD FORM 28
NOVEMBER 1950
PRESCRIBED BY GENERAL SERVICES ADMINISTRATION
GENERAL REGULATION NO. 5

AFFIDAVIT OF INDIVIDUAL SURETY

(See Instructions on Reverse)

STATE OF: Colorado
COUNTY OF: Clear Creek & Denver Cty.
SS:

Martha O'Dell - (Husband Deceased)
6242 So. Pennsylvania St.
Littleton, Colorado

I, the person whose signature appears below as surety, being duly sworn, depose and say that I am one of the sureties to the attached bond; that I am a citizen of the United States, and of full age and legally competent; that I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety; that the information herein below furnished is true and correct. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

MY NAME *(first, middle, last)*
Mrs. Martha O'Dell

MY ADDRESS *(street and number, city and State)*
6242 So. Pennsylvania St.
Littleton, Colorado

TYPE AND DURATION OF MY OCCUPATION
Restaurant owner & Waitress

NAME OF MY EMPLOYER
Self

MY BUSINESS ADDRESS *(street and number, city and State)*
6242 So. Pennsylvania St.
Littleton, Colorado

AMOUNT I AM WORTH IN REAL ESTATE AND PERSONAL PROPERTY OVER AND ABOVE (1) ALL MY DEBTS AND LIABILITIES OWING AND INCURRED, (2) ANY PROPERTY EXEMPT FROM EXECUTION, (3) ANY PECUNIARY INTEREST I HAVE IN THE BUSINESS OF THE PRINCIPAL ON SAID BOND, AND (4) ANY INTEREST I HAVE IN ANY SO-CALLED COMMUNITY PROPERTY
$24,300.00

LOCATION AND DESCRIPTION OF REAL ESTATE OF WHICH I AM SOLE OWNER IN FEE SIMPLE *(not exempt from seizure and sale under any homestead law, community or marriage law, or upon attachment, execution, or judicial process)*

$4,200 Mortgage
437 Virginia Canyon, Idaho Springs, Colo.-Home Value $10,500 -
6700 South Elati St., Littleton, Colo. - Resident Home $22,000 Value
$4,000 Mortgage

FAIR VALUE OF SUCH REAL ESTATE
437 Virginia Canyon $10,500.00
6700 So. Elati St. $22,000.00

ASSESSED VALUE OF SUCH REAL ESTATE FOR TAXATION PURPOSES
$7,600.00
$18,000.00

ALL MORTGAGES OR OTHER ENCUMBRANCES AGAINST ABOVE REAL ESTATE, THERE BEING NO OTHERS *(if none, so state)*

437 Virginia Canyon $4,200.00
6700 So. Elati St. Approximately $4,000.00

MY LIABILITIES OWING AND INCURRED DO NOT EXCEED THE AMOUNT OF
$100.00

AMOUNT I AM WORTH, OVER AND ABOVE JUST DEBTS AND LIABILITIES, IN PERSONAL PROPERTY SUBJECT TO EXECUTION AND SALE, THIS AMOUNT BEING ADDITIONAL TO THE REAL ESTATE ABOVE DESCRIBED
$24,200.00

THE ABOVE PERSONAL PROPERTY CONSISTS OF THE FOLLOWING

Automobile and Household goods

ALL OTHER BONDS ON WHICH I AM SURETY *(state character and amount of each bond; if none, so state)*

None

MY SIGNATURE AS SURETY

x Mrs. Martha O'Dell

Subscribed and sworn to before me this date at Idaho Springs Colo.

Harold Anderson Notary 2-9-72
(Signature) *(Title of official administering oath)* *(Date)*

OFFICIAL SEAL

STANDARD FORM 28
NOVEMBER 1950 EDITION

16—63324-1

CERTIFICATE OF SUFFICIENCY

I HEREBY CERTIFY, That the surety named herein is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

NAME (*typewritten*)

SIGNATURE

Shirley A. Coker

OFFICIAL TITLE

Police Magistrate

ADDRESS

1940 Virginia St.

PO Box 993 Idaho Springs, Colo 80452

INSTRUCTIONS

1. This form shall be used whenever sureties on bonds to be executed in connection with Government contracts are individual sureties. There shall be no deviation from this form except as authorized by the General Services Administration.

2. A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States, except that sureties on bonds executed in any foreign country, the Canal Zone, Puerto Rico, Hawaii, Alaska, Guam, or any possession of the United States, for the performance of contracts entered into in these places, need not be citizens of the United States, but if not citizens of the United States shall be domiciled in the place where the contract is to be performed.

3. The individual surety shall justify, under oath, in a sum not less than the penalty of the bond, according to the form appearing on the face hereof, before a United States commissioner, a clerk of a United States court, a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal, it shall be affixed, otherwise the proper certificate as to his official character shall be furnished. Where citizenship is not required, as provided in paragraph 2 of these instructions, the affidavit may be amended accordingly.

4. The certificate of sufficiency shall be signed by an officer of a bank or trust company, a judge or clerk of a court of record, a United States district attorney or commissioner, a postmaster, a collector or deputy collector of internal revenue, or any other officer of the United States acceptable to the department or establishment concerned. Further certificates as to the financial qualification of the sureties may be required from time to time. Such certificates must be based on the personal investigation of the certifying officers at the time of the making thereof, and not upon prior certificates.

U. S. GOVERNMENT PRINTING OFFICE 16—63324-1

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
8/27/70		120
		120
8/27	CAC	220
		120M

AUG 27 1970

AIRMAIL

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

The Performance Bond and Affidavit of Individual Surety (Standard Forms 25 and 28) furnished by you for the proposed contract to explore the subject property were incomplete and unacceptable. We request that you furnish an acceptable bond in the amount of $15,045.00. The Government's obligation to make contribution under a contract can commence only after the submission and approval of an acceptable performance bond. To assist you in completing the necessary forms, we enclose sample copies to show what information should be furnished.

Your attention is directed to the first blank on the right of Standard Form 25 where the date the bond is executed should be inserted. This date must be the same or later than the date of the contract. You will be advised by this office the date of the contract.

At least two individual sureties must execute a bond, and the net worth of each must not be less than the penal amount ($15,045.00) of the bond. The bond offered by you in June 1970 was executed by only one person, Mrs. Martha O'Dell.

Each individual surety must supply an Affidavit of Individual Surety, which according to Item 4 of the instructions on the back of Form 28, must be signed by "an officer of a bank or trust company, a judge or clerk of a court of record, a United States district attorney or commissioner, a postmaster, a collector or deputy collector of internal revenue, or any other officer of the United States acceptable to the Department."

The Certificate of Sufficiency for Mrs. O'Dell signed by Shirley A. Coker, a police magistrate in Idaho Springs, Colorado is not acceptable as the signator does not qualify under the instruction cited above.

Copies of Standard Forms 25 and 28 are enclosed for your use.

Upon notification from this office of the date of the contract, please complete the necessary documents as described and forward them to the Field Officer for attachment to the contract. The Field Officer will review the contract, the Performance Bond and Affidavits of Individual Surety for completeness before forwarding the contract to you for review, approval, and signature.

Sincerely yours,

Harold Kirkemo (glx)

Harold Kirkemo
Chief, Office of
Minerals Exploration

Enclosures

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
OME Region III w/copy of enclosures
Mr. Emerick
Mr. Kirkemo

HKirkemo/bsl 8/27/70

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON, D.C. 20240

AUG 25 1970

OFFICIAL COPY
O. M. E.
RECEIVED
AUG 26 1970
INITIALS | CODE
1 30
gln 20 M
WEH 20 E

Memorandum

To: Chief, Office of Minerals Exploration

From: Associate Solicitor--Mineral Resources and General Legal Services

Subject: OME-6787 (Silver-Gold) Proposed Contract
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

This memorandum calls to your attention certain matters which stand in the way of an approval of the proposed contract from the legal standpoint.

1. As lien and subordination agreements were not obtained from all of the owners of the Last Chance Claim, Mr. Napolitano, at the request of your office, submitted a performance bond. The bond is designed to bind the surety with respect to a contract that has been entered into, not a proposed contract. Your attention is called to the first blank on the right of Standard Form 25:

> DATE BOND EXECUTED (must be same or later than date of contract)

We assume that the most practicable procedure would be expressly to require the submission of an acceptable performance bond after an exploration contract has been executed by the operator and OME. In each instance in which a performance bond is required, the contract (OME Form 51) should contain the following provision under Article 14:

> This contract shall terminate on the _____ day following the date of the contract unless before that day the operator has submitted a Performance Bond on GSA Standard Form 25 in the penal sum of _____, which the Government determines to be acceptable and so notifies the operator in writing.

An alternative would be to provide that (1) the operator shall prepare for or perform work under the contract, and (2) the Government's obligation to make contribution under the contract shall commence only after the submission and approval of an acceptable bond.

2. At least two individual sureties must execute a bond, and the net worth of each must not be less than the penal amount of the bond. The bond offered by the applicant is executed by only one person, Mrs. Martha O'Dell.

3. Each individual surety must supply a certificate of sufficiency, which according to Item 4 of the instructions on the back of Form 28, must be signed by "an officer of a bank or trust company, a judge or clerk of a court of record, a United States district attorney or commissioner, a postmaster, a collector or deputy collector of internal revenue, or any other officer of the United States acceptable to the Department."

The Certificate of Sufficiency on the Form 28 submitted by the applicant is signed by Shirley A. Coker, a "Police Magistrate" in Idaho Springs, Colorado. We doubt that police magistrate is a judge of a "court of record" or is qualified to certify that the surety is qualified to serve.

4. Two owners of the Last Chance Claim executed lien and subordination agreements. Neither of these agreements identify the applicant, Mr. Napolitano. Agreements which are properly filled out should be obtained from these owners. Further, we suggest that after the words "Mineral Survey No. 1463" there be added the words "as recorded in Book ___, Page ___, official records of said county" and that the data on recordation be supplied.

5. We urge that in the future more care be taken with respect to the filling out of the land descriptions in lien and subordination agreements. Even though the Morgan claims are not included in the project area, we note that no data on recordation appears in the agreement. In the agreements respecting the Mary Ellen, Beatrice, Empress, and Sunnyside claims, the data on recordation is misplaced in footnote 2.

Bruce Wright
Associate Solicitor
Mineral Resources and
General Legal Services

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
6/29/70		120
6/29	Cal	220
		130

AIRMAIL

JUN 29 1970

Mr. Joseph A. Sweeney, Jr.
Contract Bond Manager
Gates-Stone & Company
245 Columbine Street
Denver, Colorado 80206

Dear Mr. Sweeney:

In reply to your letter of June 18, 1970, concerning performance bonds furnished on certain OME contracts, the penal sum is equal to the Government's share of the estimated total cost of the contract. Upon completion of a contract on which a Certification of Possible Production is issued and if the total amount of the Government's share has not been expended, the penal sum of the bond may be reduced to the amount actually expended. Thus, if the Government share of the contract is estimated to be $20,000, a performance bond in that amount is furnished by the operator. If only $15,000 in Government funds were expended, the penal sum of the bond could be reduced to that amount.

OME contract operators in recent years have obtained performance bonds from the following firms:

Maryland Casualty Company
770 Sherman Street
Denver, Colorado 80203
Principal office: Baltimore, Maryland

Hartford Accident and Indemnity Company
1745 Vassar Street
Reno, Nevada 89502
Principal office: Hartford, Conn, 06115

Copies of a Performance Bond and of an Affidavit of Individual Surety (Standard Forms 25 and 28, respectively) are enclosed for your information.

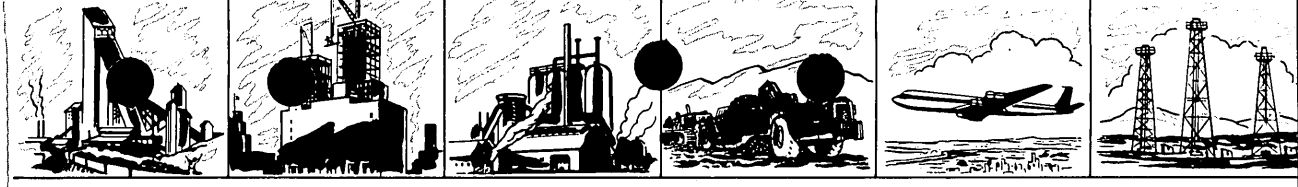
Sincerely yours,

Harold Kirkemo (gla)

Harold Kirkemo
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Mineral Resources
OME file
OME Reading File
OME Region III w/copy inc.letr.
Mr. Kirkemo

HKirkemo/gla 6-29-70
Enclosures



GATES-STONE & COMPANY

BONDING AND INSURANCE SERVICE FOR CONSTRUCTION AND INDUSTRY

245 COLUMBINE STREET, DENVER, COLORADO 80206 · TELEPHONE 399-2550 · AREA CODE 303

Since 1918

STEWART A. GATES
PRESIDENT

DEAN A. STONE
VICE-PRESIDENT

JOSEPH A. SWEENEY, JR.
MANAGER
BOND DEPARTMENT

FRED L. FRAZIER
COMMERCIAL SALES

CONTRACT BONDS
•
BUILDERS RISK INSURANCE
•
BROAD FORM CONTRACTORS AND INDUSTRY COVERAGE
•
CONTRACTUAL LIABILITY
•
CATASTROPHE COVERAGE
•
AIRCRAFT
•
CONTRACTORS' EQUIPMENT

June 18, 1970

OFFICIAL COPY
O. M. E.
RECEIVED
JUN 23 1970
INITIAL | COPY
120

Mr. Harold Kirkemo
Chief of the Office of Mineral Exploration
4460 Interior Building
Washington, D.C.

Re: Exploration Assistance

Dear Mr. Kirkemo:

We have been asked to furnish a performance bond for local corporation seeking a loan under your exploration assistance program as provided for under this program our principal's are unable to obtain a lien and subornation agreement from the ground holders. In lieu of obtaining this agreement, it is apparent that your agency is willing to accept a corporate surety bond.

I would appreciate it if you would furnish me with information regarding the following questions:

(1) Is the bond penalty required in connection with this loan based on the anticipated total amount to be borrowed from the government?

(2) Can you furnish me with the names of bonding companies that have furnished similar bonds under this program?

I wish to thank you in advance for your cooperation regarding this program.

Respectfully yours,

Joseph A. Sweeney, Jr.

Joseph A. Sweeney, Jr.
Contract Bond Manager

JAS:cc

ASSOCIATED BUILDING CONTRACTORS OF COLORADO, INC. • ASSOCIATE MEMBER •

ME Form 7
2/63)

OFFICIAL FILE COPY

Date	Surname	Code
4/7/70	Emerick	120
		120
4/8	Cal	220
		120M

APR 8 1970

AIRMAIL

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

This is in answer to your undated letter received on April 7, 1970 in regard to the performance bond in the amount of $15,045.00 to cover the Government's share of the proposed contract on the Empress Mine.

You have provided lien and subordination agreements on the Empress Group and the Morgan-Williams claims but not on the Last Chance claim. Lien and subordination agreements are required for all unowned claims under OME contracts, or, in situations where agreements cannot be obtained for all claims, a performance bond for the full amount of the Government's share ($15,045) of the contract must be furnished. The performance bond must be submitted for approval before a contract is issued.

You state that you do not expect to reach the Last Chance claim in deepening the inclined winze to the target area. Cross section A-A' submitted with the application plainly shows the present bottom of the inclined winze well within the Last Chance claim. All of the proposed OME work, therefore, would be on the Last Chance claim.

We urge that you submit the performance bond with as little delay as possible. If we do not hear from you in the next several weeks, it may be necessary to commit funds tentatively reserved for this project to another project before the end of the fiscal year on June 30, 1970.

Sincerely yours,

Harold Kirkemo (gla)

Harold Kirkemo
Chief, Office
of Minerals Exploration

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
OME Region III
Mr. Emerick

WLEmerick/bsl 4/7/70

O.M.E. 6787(Silver Gold)

Attilio Napolitano
Empress Mine Box 507
Idaho Springs, Colo.

OFFICIAL
COPY
O. M. E.
RECEIVED
APR 7 1970
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Att
Bel / 120 M
1120
WE 120 E

U.S. Dept. of Revenue
Geological Survey
Washington, D.C.

Dear Mr. Kirkemo,

In reference to the performance bond in the amount of $15,045.00: Does it include the Empress Group, Morgan-Williams, and Last Chance Claims, or is it just for the Last Chance?

I am just wondering if I went to all the trouble to get the subordination agreement on the Empress Group and Morgan Williams claims signed and still have to get the performance bond. If it is just for the Last Chance claim, it sounds like a large amount for a claim that I don't expect to reach, while sinking for our target. But if it's just for the Last Chance claim and for the amount stated and I have to get it, I will.

Please enlighten me on the matter.

Thank you for your help.

Very truly yours,

Copy to R = TH

A. Napolitano
Empress Mine

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
5/15/70	Emerick	120
		120
5/15	Cal	220
		120M

AIRMAIL

MAY 15 1970

Mr. Attilio Napolitano
1613 Miner Street
c/o Chrisma Beauty Shop
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

This letter is to acknowledge receipt of the Lien and Subordination Agreements on the Last Chance claim signed by three of the five claim owners. In the absence of agreements from two of the owners, or their agent, our regulations require us to know why the Lien and Subordination Agreements could not be obtained from the other two co-owners, namely, Ethel Wilch and from the Colorado National Bank of Denver as Trustee for Lydia G. Regan.

We are enclosing two sets of Lien and Subordination Agreements for your use in obtaining signatures, if possible. In the event these people will not sign the Lien and Subordination Agreements, it will be necessary for you to furnish a performance bond for the full amount of the Government's share ($15,045) of the contract. Either a complete Lien and Subordination Agreements signed by all the owners, or their agents, must be returned, or a performance bond must be submitted for approval before a contract is issued.

Additional copies of Standard Form 25, Performance Bond, and Standard Form 28, Affidavit of Individual Surety, are enclosed for your use if necessary.

Sincerely yours,

Harold Kirkemo (gla)

Harold Kirkemo
Chief, Office of
Minerals Exploration

Enclosures

cc: Director's Reading file
Mineral Resources
OME docket
OME Reading File
OME Region III
Mr. Emerick

WLEmerick/gla 5-15-70

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Memorandum

May 5, 1970

Chief, Office of Mineral Exploration
U.S. Geological Survey
Room 4460 Interior Bldg
Washington D.C. 20242

Subject: OME 0787 (Ag. Au)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado.

RECEIVED
MAY 8 1970
CODE
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WS 1120

Enclosed are three copies of OME Form 52, Lien and Subordination Agreement concerning the Last Chance Claim, No. 1463, executed by the applicant. Mr. Emerich stated he could Zerox additional copies, in the meantime did inquire as to why the applicant executed only three copies. The three may have been his only supply while in California.

Bill Hasler

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
4/1/70	Emerick	120
		120
4/3	CAC	220
		120M

AIRMAIL

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

This letter is written in reference to one sent to you on March 10, 1970 requesting you to submit a performance bond in the amount of $15,045 to this office covering the Government's share of a proposed exploration contract. Please notify us at once what action you have taken in the matter.

Enclosed are additional copies of Forms 25 and 28 for your use if needed. You will recall that only Form 25 is required if the sureties to the bond are a bank, insurance company, or other company or corporation providing this service and that if an individual is the surety both forms must be executed.

Sincerely yours,

Harold Kirkemo (gla)

Harold Kirkemo
Chief, Office of
Minerals Exploration

Enclosures

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
OME Region III
Mr. Emerick

WLEmerick/bsl 4/1/70

orm 7
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OFFICIAL FILE COPY

Date	Surname	Code
3/16/70	Emerick	120
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3/16	ccl	220
		120M

MAR 1 6 1970

AIRMAIL

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

You have indicated in your letter of December 18, 1969 that you would apply for a performance bond in lieu of Lien and Subordination Agreements unobtainable from the owners of the Last Chance claim.

Before a contract can be sent to you for review and signature, it will be necessary for you to submit a performance bond in the amount of $15,045.00 to this office covering the Government's share of the proposed contract.

Enclosed are copies of Forms 25 and 28 for your use in obtaining a performance bond. You will note that only Form 25 (Performance Bond) need be executed if the sureties to the bond are a bank, insurance company, or other company or corporation providing this service. If an individual is the surety to the bond both Form 25 (Performance Bond) and Form 28 (Affidavit of Individual Surety) must be executed.

Sincerely yours,

Harold Kirkemo (gl)

Harold Kirkemo
Chief, Office of
Minerals Exploration

Enclosures

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
OME Region III
Mr. Emerick

WLEmerick/bsl 3/16/70

O.M.E. 6787 (silver gold)
Attilio Napolitano
Empress Mine
Clear Creek County Colo.
Box 507 Idaho Springs Colo. 80452

Harold Kirkimo Chief.
U.S. Dept. of Interior
Geological Survey
Office of Minerals Exploration
Washington D.C. 20242

Dear Mr. Kirkimo,

I have been unable to get the Lien and Subordination agreement signed on the Morgan Williams Claim.

In lieu of the Lien and subordination agreement, I will apply for a performance bond.

I hope this will meet with your satisfaction.

Very truly yours,

A. Napolitano

Empress Mine
A. Napolitano

COPY
O. M. E.
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MAR 13 1970
INITIALS CODE
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Tol 120
HK 120
WE 120

Form 7
(3)

OFFICIAL FILE COPY

Date	Surname	Code
2/10/70	Emerick	120
		120
2/10	cc	220
		120M

AIRMAIL

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

Thank you for the Lien and Subordination agreement on the Mary Ellen, Beatrice, Empress, and Sunnyside claims. In your letter to us dated December 18, 1969, you indicated that the above Lien and Subordination agreement was currently being signed by the owners of the Empress Mine. Because of the Pooling Agreement you have, which includes the Williams and Morgan claims, we assumed that the Lien and Subordination agreement would also include these two claims.

We are enclosing a Lien and Subordination Agreement form for your use in obtaining an agreement, if possible, from the owner of the Williams and Morgan claims. In the event that the owner will not sign the agreement, it would be necessary for you to provide a Performance Bond covering these two claims.

Sincerely yours,

Harold Kirkemo (gla)

Harold Kirkemo
Chief, Office of
Minerals Exploration

Enclosure

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
OME Region III
Mr. Emerick

WLEmerick/bsl 2/10/70

OFFICIAL
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O. M. E.
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O. M. E. 6787 (Silver - Gold)
Empress Mine
A. Napolitano (lessee)
P. O. Box 507
Idaho Springs, Colorado 80452

December 30, 1969

Harold Kirkemo, Chief
Office of Mineral Exploration
U. S. Dept. of Interior
Geological Survey
Washington D. C. 20242

Dear Sir,

This is to inform you, of the revised cost to sink a 5 x 7 winze, as required by U. S. Bureau of Mines.

A 6 x 8 winze is required, which will be a 5 x 7 winze after the timber is put in place. It will include the ladder ways, also timber for the bucket slide for hoisting.

Estimated cost per foot, which includes, manpower, timber, air lines, ladder ways, drilling and hoisting, is between $125.00 and $135.00 per foot. This does not include the equipment rental, or personal services cost.

Estimated depth to hit target of A & B vein, is approximately 75 feet.

I hope this meets with your approval.

Very truly yours,

A. Napolitano

A. Napolitano

Proposed contract - shaft sinking @ $165/ft.
Does not include equipment rental or supervision.
WDE

Copy to R-III

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
1/14/70	Emerick	120
		120
1/14	cal	220
		120M

JAN 14 1970

AIRMAIL

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

Your letter to us dated December 18, 1969 indicated that lien and subordination agreements currently being signed by owners of the Empress Mine would be forwarded to us in the near future.

If these agreements are now in your possession would you please forward them to us.

Sincerely yours,

Harold Kirkemo (gle)

Harold Kirkemo
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
OME Region III
Mr. Emerick

WLEmerick/bsl 1/14/70

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225

December 18, 1969

ORIGINAL COPY
U. S. G. S.
RECEIVED
DEC 22 1969
120
Gal 120 NW
HK 120
NE 120

Mr. Harold Kirkemo, Chief
Office of Minerals Exploration
U. S. Geological Survey
Room 4460 - Interior Building
Washington, D. C. 20242

Subject: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Kirkemo:

Mr. Hasler requested a further explanation of my funds. At the present time my checking account No. 4309 at the State Bank of Idaho Springs, Idaho Springs, Colorado shows a balance of $2,015.00, which, of course, fluctuates from time to time.

I am executor of a cousin's estate (Domonick Leone). The monies in this country which I can lay my hands on immediately are $4,500.00. However, the monies in the Postal Bank of Rome, Italy, which amounts to $52,000 we are getting through the American Embassy. There are five of us who will share the $52,000.00.

The lien and subordination agreements are currently being signed by the owners of the Empress Mine and will be forwarded in the near future. If a contract is let, I will get a performance bond on the Last Chance.

I hope this will clear up the questions regarding the above-stated property, but if there is anything more to be answered, please let me know.

Sincerely yours,

Attilio Napolitano

Attilio Napolitano

cc: Mr. J. William Hasler

Office of Minerals Exploration
Building 53 Room 200

OFFICIAL
COPY
O. M. E.
RECEIVED
DEC 22 1969
CORRESPONDENCE
1 30
bsl 120 ik
HR 120
ME 120 c

December 18, 1969

Mr. Attilio Napolitano
P. O. Box 507
Idaho Springs, Colorado 80452

Subject: OME-6787 (Gold-Silver)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

I have been requested by our Washington office to ask you to provide them with more adequate assurance that you can furnish your share of the exploration costs in the event that you are offered an OME contract. Your share of the costs would be an estimated $5,550.00.

As evidence of your ability to furnish your share of the exploration costs you stated as follows:

> "Monies that I have saved from my business interests plus money being used from an estate being settled."

You did not state how much money is available from either of these sources. Judging from the series of short-term business ventures additional liability due to failure of a partner to meet his commitment in a lease on the Empress property, and the usual delay in settling estates, we question how much cash or readily available credit you have to support a contract in the first six weeks or so and your share of costs thereafter. May we have more detailed information on this matter?

You may answer Washington directly if you wish. Please supply me with a copy of any correspondence you have with Washington.

Sincerely yours,

cc: Chief, OME
OME-6787
OME chron
Mr. Hasler

J. William Hasler

J. William Hasler,
Field Officer, Region III,
Office of Minerals Exploration

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
12/11/69		120
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12/11	cac	220
		120M

DEC 11 1969

Memorandum

To: Field Officer, Region III

From: Chief, Office of Minerals Exploration

Subject: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

The Applicant failed to provide adequate assurance that he can furnish his share of the exploration costs in event of a contract. The exploration project as presently proposed would require that the Operator furnish an estimated $5,550.00 as his share of the total costs.

As evidence of his ability to furnish his share of the exploration costs, the Applicant stated as follows:

> "Monies that I have saved from my business interests plus money being used from an estate being settled."

He did not state how much money is available from either of these sources. Judging from the series of short-term business ventures, additional liability due to failure of a partner to meet his commitment in a lease on the Empress property, and the usual delay in settling estates, we question how much cash or readily available credit he has to support a contract in the first six weeks or so and his share of costs thereafter. Please ask the Applicant to furnish more detailed information on this matter.

Harold Kirkemo (gla)
Harold Kirkemo

cc: Director's Reading File
Mineral Resources
OME docket
OME Reading File
Mr. Emerick
Mr. Kirkemo
130

HKirkemo/gla 12-11-69

Office of Minerals Exploration
Building 53 Room 200

OFFICIAL COPY
O. M. E.
RECEIVED
DEC 10 1969
INITIALS | CODE
HK
WE

December 8, 1969

Mr. Attilio Napolitano
P. O. Box 507
Idaho Springs, Colorado 80452

Subject: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

Enclosed is the mining lease you left with me the other day. I had it reproduced and sent the copy to our Washington office for their use.

Indications from Washington are that you will be required to exercise a performance bond on the portion of the property that you are unable to obtain lien and subordination from the parties you are presently leasing from.

Sincerely yours,

J. William Hasler

J. William Hasler,
Field Officer, Region III
Office of Minerals Exploration

Enclosure

cc: Chief, OME
OME-6787
OME chron
Mr. Hasler

OFFICIAL FILE COPY

Date	Surname	Code
11/19/69	Emerick	120
		120
		220
		120M

NOV 19 1969

AIRMAIL

To: Field Officer, Region III

From: Chief, Office of Minerals Exploration

Subject: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

The enclosed copies of three leases on the Last Chance claim are for the field copy of the subject application. The original copies of the leases have been returned to the Applicant as requested.

Harold Kirkemo

Harold Kirkemo

Enclosures

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
Mr. Emerick
130

WLEmerick/bsl 11/19/69

OFFICIAL FILE COPY

Date	Surname	Code
11/19/69	Emerick	120
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11/19	cac	220
		120M

AIRMAIL

NOV 19 1969

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

We are returning the original copies of the leases on the Last Chance claim as you requested. Also enclosed are 5 copies of a Lien and Subordination Agreement required under item 2(c) of the OME application which you should have signed by the owners of the Last Chance claim.

In the event the Lien and Subordination Agreements cannot be obtained from the owners of the claim it will be necessary for you to furnish a performance bond. We do not require a performance bond at this time but should have assurance from you that you would be willing and able to furnish a bond in the event of a contract.

This letter should not be construed to indicate that a contract will be offered.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

Enclosures

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
OME Region III
Mr. Emerick
130

WLEmerick/bsl 11/19/69

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225

Office of Minerals Exploration
Building 53 Room 200

OFFICIAL COPY O. M. E. RECEIVED NOV 17 1969
INITIALS CODE
bsl 120
HR 120
120

November 12, 1969

Mr. Harold Kirkemo, Chief
Office of Minerals Exploration
U. S. Geological Survey
Room 4460 - Interior Building
Washington, D. C. 20242

Subject: OME-6787 (Silver, Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Kirkemo:

Transmitted herewith are the following mining leases:

Name of Claim:	Mineral Survey Number:	From:
Last Chance	1463	Harry O'Neill
Last Chance	1463	Ethyl P. Wilch
Last Chance	1463	Lydia C. Regan

This constitutes leases to me on 3/5 of the Last Chance Undivided Claim which gives me the right to work the claim. Refer to Sections 92-23-1 to 92-23-9 of the Colorado Revised Statutes 1963.

Also enclosed is a letter from Mrs. Unis B. Morgan indicating her consent to enter into a lease agreement (but Mrs. Morgan hasn't sent one as yet).

I hope this will expedite my application for OME participation, and will appreciate the return of the foregoing documents.

Sincerely yours,

Attilio Napolitano

Attilio Napolitano

Enclosures

Re: O.M.E. 6787 Silver Gold
Attilio Napolitano
Empress Mine B 507
Idaho Springs,
Clear Creek County,
Colorado 80452

Mr. Harold Kirkemo, Chief
U.S. Dept. of Interior
Geological Survey O.M.E.
Washington, D.C. 20242

Dear Mr. Kirkemo:

I have leases on 3/5 of The Last Chance Undivided Claim which gives me the right to work claim.

Refer to Sections 92-23-1 to 92-23-9 of the Colorado Revised Statutes 1963.

I hope this will help to expedite my application for the O.M.E. Participation Loan.

Very truly yours,

A. Napolitano

A. Napolitano

Sent letter asking to lease
10-22-69

Empress Mine
A. Napolitano (Lessee)
P.O. Box 507
Idaho Springs, Colorado 80452

August 25, 1969

Unis B. Morgan
1236 W. Columbus
Glendale, California 91202

Dear Madam:

I have a lease on six claims. One of the claims that I have, The Beatrice, adjoins your undivided claim the Last Chance.

I have applied for a participation loan through the Office of Minerals Exploration, Washington, D.C.

One of the obstacles is getting a lease agreement on the Last Chance. If we should intersect your vein as we go down several hundred feet.

Would you be willing to enter into a lease agreement, so I can further legal matters, to help pursue the OME to participate in a loan agreement.

Please sign and return in self addressed envelope.

I will ~~or will not~~ enter into a lease agreement. Cross one out.

Signed: Unis B Morgan

My NEW ADDRESS →

Mrs. Unis B. Morgan
40 Harrison Avenue
Portsmouth, N. H. 03801

AME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
11/12/69	Emerick	120
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11/12	cac	220
		120M

AIRMAIL

NOV 12 1969

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

On August 22, 1969, we wrote you that we were postponing further consideration of your application until rights were obtained on the Last Chance claim adjoining the Beatrice claim on the northeast. Your letter to us of September 22, 1969, indicated that you were in the process at that time of obtaining the rights to this claim from its various owners.

For some time we were uncertain regarding available funds for the fiscal year beginning July 1, 1969. Appropriations were made recently and we have assessed our operating situation for the current year. As the available funds are limited we must apportion them as equitably as possible among applications processed and recommended for possible contracts.

We would like to know at this time if you have a lease on the Last Chance claim, and, if so, would appreciate receiving two copies of it. This information would be requested when we are able to resume processing your application, and by furnishing it now, some time may be saved.

This letter should not be construed to indicate that a contract will be offered.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Mineral Resources File
OME Docket
OME Reading File
OME Region III
Mr. Emerick

WLEmerick/bsl 11/12/69

OFFICIAL
COPY
O. M. E.
RECEIVED
SEP 26 1969
INITIALS | CODE
A30
bal, W
WE A20
Chief O.M.E.

Sept. 22, 1969
O.M.E.-6787 (Silver-Gold)
Cattio Napolitano
Empress Mine
Clear Creek County Colo.

Harold Kirkemo Chief O.M.E.
United States Dept of Interior
Geological Survey
Washington D.C. 20242

Dear Mr. Kirkemo

In reply to your letter of Sept. 5, 1969. I am enclosing the reply I have received from the ~~lease~~ claim owner of the Last Chance, which adjoins the Beatrice Claim. I will pursue to have a lease agreement signed, and a copy will be forwarded to you.

I hope this will help you, continue other legal aspects so as to have a minimum loss of time to bring my desire for the O.M.E participation loan to its final stages.

Very Truly Yours
C. Napolitano Sr.

copy to R. H

ERICKSON & LITTELL
ATTORNEYS AT LAW
440 CAPITOL LIFE CENTER
1600 SHERMAN STREET
DENVER, COLORADO 80203
TELEPHONE (303) 222-8603

WILLIAM H. ERICKSON
DUANE O. LITTELL
RONALD C. HILL
JAMES J. MORRATO
MILTON E. BOSLOUGH

September 16, 1969

Mr. A. Napolitano
Empress Mine
P. O. Box 507
Idaho Springs, Colorado 80452

Dear Mr. Napolitano:

Unis W. Price has directed your letter of August 25, to me for answer.

Would you kindly call me so that we can discuss the terms of the lease and your plans for development.

Very truly yours,

William H. Erickson

WHE/ltb

CC: Harry A. Inman, Esquire

LAW OFFICE
GEO. R. LUDEMAN
405-406 FIRST NATIONAL BANK BUILDING
MASON CITY, IOWA
TELEPHONE GARDEN 3-6253

September 11, 1969

A. Napolitano
P.O. Box 507
Idaho Springs, Colorado

Dear Sir:

Replying to your letter of the 25th of August to Ethel P. Wilch.

I take it you wish a lease on Last Chance Mine in the event your exploration of the Beatrice proves profitable.

Mrs Wilch would not object to a lease to a responsible party but of course she would need to know the terms of any such proposed lease.

I assume you would not require her lease to explore your own leases, The Beatrice.

Yours very truly

Geo. R. Ludeman

Geo. R. Ludeman

GRL/cw

Empress Mine
A. Napolitano (Lessee)
P.O. Box 507
Idaho Springs, Colorado 80452

August 25, 1969

Unis A. Morgan
1236 W. Columbus
Glendale, California 91202

Dear Madam:

I have a lease on six claims. One of the claims that I have, The Beatrice, adjoins your undivided claim the Last Chance.

I have applied for a participation loan through the Office of Minerals Exploration, Washington, D.C.

One of the obstacles is getting a lease agreement on the Last Chance. If we should intersect your vein as we go down several hundred feet.

Would you be willing to enter into a lease agreement, so I can further legal matters, to help pursue the OME to participate in a loan agreement.

Please sign and return in self addressed envelope.

I will ~~or will not~~ enter into a lease agreement. Cross one out.

Signed: Unis B Morgan

My NEW ADDRESS →

Mrs. Unis B. Morgan
40 Harrison Avenue
Portsmouth, N. H. 03801

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
9/5/69		120
		220
9/5	cal	
		120M

AIRMAIL

SEP 5 1969

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

This is in reply to your letter of August 22, 1969. It appears from the information in your letter of August 22 and in the application that the owner of the Last Chance claim could explore, develop, and mine some of the same veins you propose to explore. Therefore, to avoid any possibilities of conflicting interests and rights to ore and royalties therefrom, we would prefer that you obtain rights to the Last Chance claim prior to further consideration of your OME application. We believe this is necessary in order to protect the Government's rights to royalty should there be production during and subsequent to a possible OME contract.

We will withhold further consideration of the application until we hear from you on this matter.

Sincerely yours,

Harold Kirkemo (gla)

Harold Kirkemo
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Mineral Resources
OME docket
OME Reading File
OME Region III w/cy incoming letter and enclosure
Mr. Emmerick
Mr. Kirkemo

HKirkemo/gla 9-5-69

Reco contract write up
pending receipt of lease
on Last Chance claim.
See letter to Napolitano
dated August. 27, 1969,
also Sept. 4, 1969. WK

Ome 6787 Silver & Gold
Cattilio Napolitano
Empress Mine
Box 507
Idaho Springs Colo 80452
Clear Creek County Colo.

W. J. Emerick
U.S. Dept of Interior
Geological Survey.
Office of Mineral Exploration
Washington D.C. 20242.

Aug. 22, 1969.

Copy sent to Region

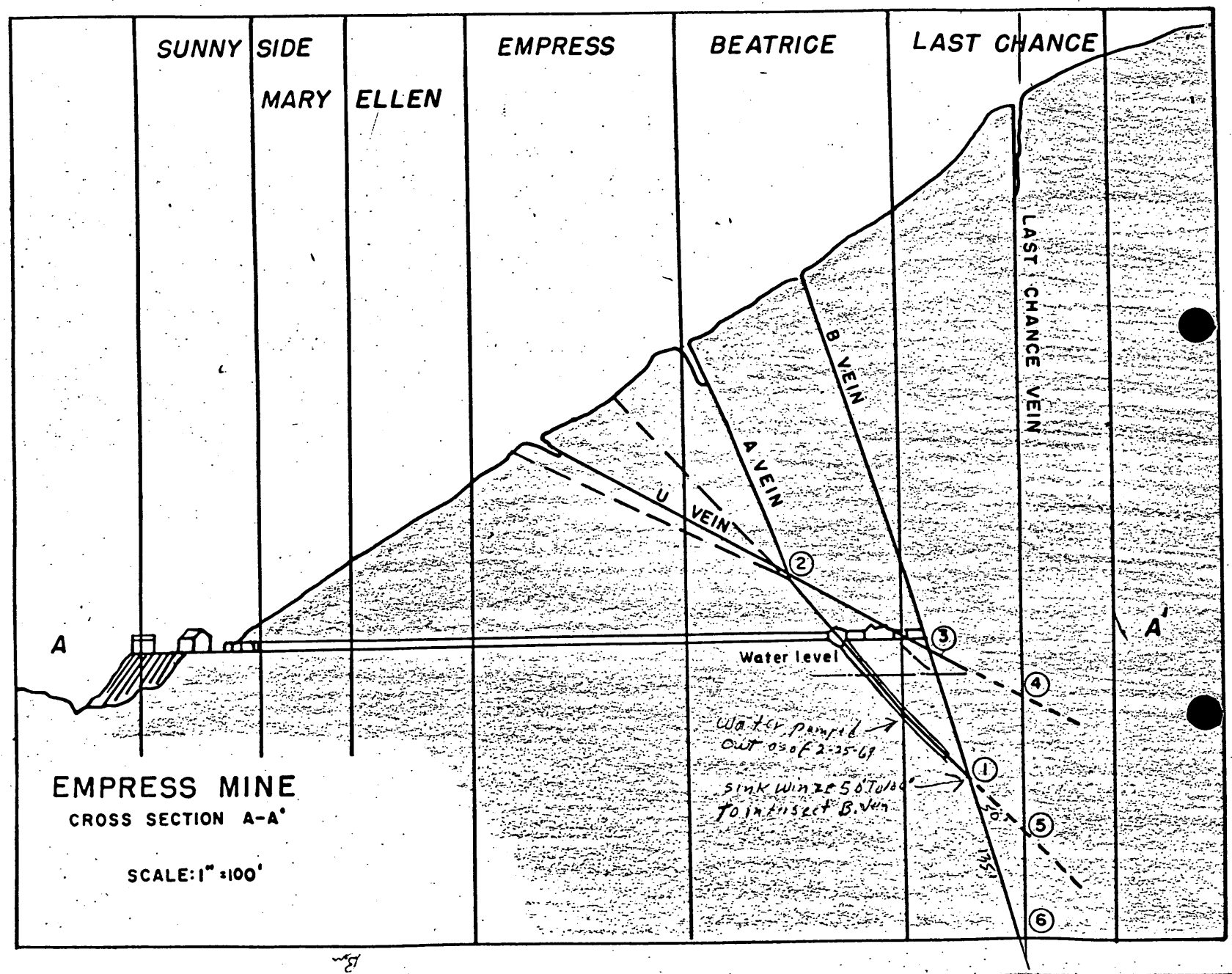
Dear Sir

The Last Chance, does not belong to the Empress Group.

The conflicting rights of the Last Chance and the Empress Group, would occur only if any of the Empress Group veins, would join the L vein and follow the downward pitch together. That could not occur for at least another 300 ft downward. If we should go down that deep. It should not be a problem to work out a suitable agreement. As we would control access to the L. vein.

If I can be of an further assistance, I will be glad to help

Very truly yours
C. Napolitano



EMPRESS MINE
CROSS SECTION A-A'

SCALE: 1" = 100'

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
8/21/69	Emerick	120
		120
		220
		120M

AUG 21 1969

AIRMAIL

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

We have given your application for exploration assistance a thorough review following the field examination made by W. L. Emerick on June 18, 1969.

We note that the "A" vein outcrops on the Beatrice claim, under lease to you, and that the "B" vein outcrops on the Last Chance claim, contiguous to the Beatrice claim on the north, and on which you do not have a lease. The intersection of these two veins, a favorable exploration target, occurs on the downward extension of the "A" vein as well as the downward extension of the "B" vein.

In order to protect the Government's interest, as well as your own, in the event a contract for exploration assistance was offered, we suggest that you obtain a lease if possible on the patented claim Last Chance.

We will withhold further consideration of your application until we hear from you.

Sincerely yours,

Harold Kirkemo

Harold Kirkemo, Chief
Office of Minerals Exploration

cc: Director's ReadingFile
Economic Geology File
OME Docket
OME Reading File
OME Region III
Mr. Emerick

WLEmerick/bsl 8/21/69

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225

Office of Minerals Exploration
Building 53 Room 200

August 8, 1969

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O. M. E.
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AUG 12 1969

INITIALS	CODE
	130
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	120
	120E
	120P

Memorandum

To: Chief, Office of Minerals Exploration

From: Field Officer, Region III

Subject: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

I have reviewed the Report of Examination by Mr. W. L. Emerick concerning the subject property and concur with his recommendation, that a contract be prepared to explore for silver and gold in the Empress Mine, Clear Creek County, Colorado, as is proposed in his report of examination.

Total cost of the exploration project is estimated at $22,205.00 of which the Government's share would be $16,653.75.

J. William Hasler

J. William Hasler,
Field Officer, Region III
Office of Minerals Exploration

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON, D.C. 20242

JUL 28 1969

OFFICIAL COPY
O. M. E.
RECEIVED
JUL 28 1969

INITIALS	CODE
glo	130
bol	120
	120
	120

MEMORANDUM

To: Chief, Office of Minerals Exploration
Washington, D. C.

From: William L. Emerick
Office of Minerals Exploration

Subject: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Enclosed is an Application Report on the subject property recommending that a contract be granted consisting of deepening a winze for 75 feet to the intersection of two veins and drifting for 100 feet along the intersection of the veins. Total cost is estimated at $22,205.00, of which the Government's share would be $16,653.75.

William L. Emerick

William L. Emerick

Enclosure

UNITED STATES
DEPARTMENT OF THE INTERIOR
WALTER J. HICKEL, SECRETARY

OFFICIAL
COPY
O. M. E.
RECEIVED
JUL 28 1969

INITIALS	CODE

On-Site
Exam
Report

GEOLOGICAL SURVEY
OFFICE OF MINERALS EXPLORATION
REPORT OF EXMINATION
REGION III

APPLICATION REPORT

OME-6787 (Silver-Gold)
ATTILIO NAPOLITANO
EMPRESS MINE
CLEAR CREEK COUNTY, COLORADO

BY

W. L. EMERICK - OME

JULY 1969

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ILLUSTRATIONS

Figure 1. - Claim Map, Empress Mine, Clear Creek County, Colorado.

Figure 2. - Plan and Cross Section Showing Proposed Exploration, Empress Mine, Clear Creek County, Colorado.

INTRODUCTION

Mr. Attilio Napolitano, P. O. Box 507, Idaho Springs, Colorado 80452, applied to the Office of Minerals Exploration for Government assistance in an exploration project, Docket OME-6787, to explore for silver and gold at the Empress Mine, Trail Gulch Mining District, Clear Creek County, Colorado. The Applicant infers the presence of silver-gold ore shoots along a mineralized vein and wishes to explore this vein by drifting and then by deepening a winze to explore a projected intersection of this vein with another one down the dip.

A review and field examination was requested by the Office of Minerals Exploration and was made by W. L. Emerick, Geologist, on June 18, 1969 accompanied by Mr. Attilio Napolitano, the Applicant, The Applicant's maps, cross sections, and assay data were examined and compared with exposures on the property.

SUMMARY

The Empress Mine is in an area of granitic and gneissic rocks that are cut by abundant closely-spaced faults in which occur well mineralized fissure-filled type veins. Ore bodies in the district were formed in these veins at deflections in strike or dip or at intersections. It is possible that the proposed program of deepening the winze 75 feet to a projected intersection of two veins may discover mineralized material of minable grade and quantity. A secondary possibility of ore discovery could occur in the winze at

changes in the dip of the vein. The project site is readily accessible most of the year and the facilities for accomplishing the work are available. The Applicant appears competent to undertake the work and the project will probably take about 6 months to complete.

RECOMMENDATIONS

It is recommended that the Government enter into a contract with Mr. Attilio Napolitano to provide 75 percent of the costs of a proposed modified program to explore the intersection of two veins at depth. The program will require about 6 months to complete and the Government's share of the estimated total cost of $22,205.00 would be $16,653.75. To facilitate administration of the contract the work should be based on fixed unit costs rather than actual costs.

Location, Accessibility, and Local Facilities

The Empress Mine is in Section 32, T. 3 S., R. 73 W., Trail Gulch Mining District, Clear Creek County, Colorado (Figure 1) at an altitude of about 8,630 feet.

To reach the property drive northwest from Idaho Springs about one mile on a paved road following the south side of Clear Creek to the intersection of Clear Creek with Trail Creek. Turn southwest up Trail Creek onto a dirt road and drive about one mile. The mine lies on the north side of Trail Creek. The road is passable to ordinary passenger cars. It is maintained by the county and kept free of snow in the winter time by them.

Mail, telephone, and trucking services are available in Idaho Springs, as are some materials and supplies. Mining equipment is obtainable from firms in Denver, Colorado (35 miles) which is also the nearest available railroad center. Labor is available locally in Idaho Springs and other nearby towns. Water is available from Trail Creek. Assay service at prevailing rates is available in Idaho Springs and Denver.

PROPERTY

History and Production

Little is known of the early history of the property. The property was originally part of the holdings of an English mining company that operated in the district around 1900. Local people reported that the mine operated under various leasors during 1908, 1915, 1932 and from 1935 to 1944. The mine was closed in 1941 because of the theft of equipment and tools. Assays and analyses of samples taken from the mine in 1954, 1956, and 1957 are included in the application. The Applicant became interested in the property in 1968 and obtained a lease from the owner in that year as well as a lease on two overlapping claims with prior rights. A pooling agreement between all parties concerned with the property was executed in December 1968.

Ownership

The property consists of four patented claims owned by E. A. Culter, G. R. Culter, and D. M. Culter of Idaho Springs, Colorado and two patented claims owned by Henry W. Gaffney, Newark, New Jersey. All six claims are under lease to the Applicant. In addition, a pooling agreement between the above owners, their agent, and the Applicant was executed.

Copies of the lease agreements and the pooling agreement were attached to the application. Owners of the claims refused to sign Lien and Subordination Agreements but in lieu thereof the Applicant will furnish a performance bond should a contract be offered.

The claims, presumably recorded in the Office of the Clear Creek Recorder, Georgetown, Colorado, are as follows:

Claim Name	Patent Number
Mary Ellen	15502
Beatrice	15502
Empress	15502
Sunnyside	15502
Williams	13441
Morgan	13441

The area covered by these claims is shown in Figure 1.

Financial Eligbility

The Applicant furnished copies of letters to two banks requesting loans for the proposed work and copies of letters of refusal from the banks. The Applicant states that his share of the costs of the proposed work will be furnished from personal funds.

Development

The Empress Mine is developed by an adit about 510 feet in length, approximately 325 feet of drift on the vein, and a winze reported to be 100 feet deep. The adit is open and accessible as well as about 150 feet of the drift to the west. Water, which previously filled the winze, has been lowered to a level about 50 feet down the winze by pumping.

Surface facilities include a tool and compressor house and a bunk house in fair condition and a 50 T. ore bin. Equipment sufficient for mining is on the property.

GEOLOGY

Geologic Setting

The mine is in an area of high relief underlain by Precambrian granitic and gneissic rocks several hundred feet thick. Cutting the Precambrian rocks are abundant closely-spaced north west-trending faults that form complex intersecting patterns. Quartz and ore minerals filled openings in the faults to form minable ore bodies that range in size from large bodies several hundred feet in length to smaller pods and lenses. Ore bodies in the district commonly are found along deflections in strike or dip of the veins or at intersections of veins.

Ore Deposits

The silver-gold deposits that have been partly explored at the Empress mine consist of mineralized veins that are fissure fillings in faults cutting a granite gneiss. The vein exposed in the mine carries free gold, silver-gold tellurides, silver sulphides, chalcopyrite, and pyrite associated with galena and sphalerite. The principal gangue mineral is quartz with minor carbonates, probably calcite. There is some gouge (1" to 2") along the footwall side of the vein but there is very little wallrock alteration.

Sampling

There were no samples taken during the field examination. The present underground workings were adequately sampled and assayed in 1956 and 1957. Assay maps and returns were included in the application. The assays of 17 samples taken in the drift and winze indicates an average grade of 0.62 ounces of gold, 1.48 ounces of silver, and 0.96 percent of copper.

Ore Reserves

There are no estimated reserves given in the application but the report accompanying it suggests that there are probably several hundred tons of ore averaging 1.25 ounces of gold per ton lying above the drift and stoped area in the east drift.

EXPLORATION

Applicant's Proposal

The Applicant proposed to drift westward for 800 feet on the vein in the Empress Mine to intersect a waterfilled shaft on the Morgan claim. He also proposed sinking 75 feet from the bottom of the winze in the Empress Mine to the projected intersection of two veins ('A' and 'B' veins, Figure 2). It was intimated in the application that the principal purpose of the 800 feet of drifting to the waterfilled shaft was to expedite drainage of the shaft. There is no geological justification for this work. However, the deepening of the winze to the intersection of the two veins appears to have geologic merit.

Examiner's Proposal

A program limited to deepening the winze and drifting on the intersection of the two veins is proposed to explore the intersection of the two veins (Figure 2). In addition to the principal target at the intersection of the two veins, a secondary geologic possibility of ore discovery could occur in the winze at changes in dip. The winze would be deepened for a distance of 75 feet on the vein and 100 feet of drift would be driven along the intersection of the veins.

Proposed Exploration Costs

The Applicant has supplied cost estimates, some of which do not appear realistic. In estimating costs for a modified program rates which are considered reasonable have been used. All work would be done by the Applicant, therefore, the allowable fixed unit costs were broken down to separate items for shaft deepening, drifting, sampling and assaying, supervision and technical services, and office expense.

Cost Estimate

Fixed Unit Costs

Shaft sinking, including timbering, 75 feet @ $160.00/foot	$12,375.00
Drifting, including timbering, 100 feet @ $50.00/foot	5,000.00
~~Sampling and~~ Assaying for gold and silver, 40 samples @ $3.00/sample	120.00
Supervision and technical services, 6 mos. @ $750.00/month	4,500.00
Office expenses 6 mos. @ $35.00/month	210.00
Total Estimated Cost of Project	$22,205.00
Government Participation @ 75 percent	$16,653.75

MME Form 7
(2/63)

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Date	Surname	Code
5/23/69	Peterson	120
	(On leave)	120
	Emerick	120
5/23	cal	220
		120M

MAY 23 1969

AIRMAIL

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

This will acknowledge your letter of May 17 concerning the subject application for exploration assistance.

We are now referring the application for further consideration to Mr. J. William Hasler, Field Officer, Region III, Office of Minerals Exploration, Room 203 - Building 53, Denver Federal Center, Denver, Colorado 80225.

Mr. Hasler will notify you if additional information concerning the application is needed, and possibly to make arrangements for a field examination.

Sincerely yours,

William L. Emerick (gla)

W. L. Emerick
For: Harold Kirkemo, Chief
Office of Minerals Exploration

cc: Director's Reading File
Economic Geology File
~~OME~~ Docket
OME Reading File
Region III
Mr. Peterson

ECPeterson/bsl 5/23/69

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
5/23/69	Peterson	120
	(on leave)	120
	Emerick	120
		220
		120M

AIRMAIL

MAY 23 1969

Memorandum

To: Field Officer, Region III

From: Chief, Office of Minerals Exploration

Subject: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

The application is referred to you for further consideration, a field examination if warranted, and recommendations.

The proposal to drift 800 feet to intersect the bottom of the Morgan shaft is considered development as no geologic justification for the work has been presented. However, the proposed work in the vicinity where veins A and B are believed to intersect may have merit. According to the geologic report submitted with the application this appears to be the most favorable exploration target.

Wilbur L. Emerick (gla)
W. L. Emerick
For: Harold Kirkemo

Enclosure

cc: Director's Reading File
Economic Geology File
OME Docket
OME Reading File
Region III
Mr. Peterson
130

ECPeterson/bsl 5/23/69

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O. M. E.
RECEIVED
MAY 21 1969

INITIALS	CODE
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	120
	120

May. 17. 1969

U.S. Dept. of Interior
Geological Survey
Washington, D.C. 20242

Attn. Mr. Harold Kirkemer, Chief
Office of Mineral Exploration

Re. O.M.E. 6787
Silver & Gold
Empress Mine
Clear Creek County, Colorado
P.O. Box 507
Idaho Springs, Colorado 80452

Dear Mr. Kirkemer:

I received your letter dated May 8th, 1969, concerning the eligibility of the Empress Mine for financial assistance.

I think there is a little misunderstanding concerning, running a drift for 800 ft. As the reports and maps will show, that I am on a vein, where I want to start drifting. My Geological Consultant finds every reason to believe I should run into an ore pocket if I keep drifting. If I don't by the time I reach the shaft, at least I will be a 100 ft. or more lower to pump the shaft out, and then explore the bottom of the Morgan Williams shaft to see which way to go for the better grade ore. As the assay reports will show, that there is good marketable ore, at the depths that the samples were taken. Also, it would be much cheaper to haul the ore from the Morgan Williams shaft, through the drift, and audit of the Empress Mine.

If I run into a pocket of good ore before I get to the Morgan Williams shaft, I hope to pay back any assistance the OM.E. might give me, and put me on a better financial footing to continue development to find other good ore.

The help that you may consider approving in the winze of the Empress Mine, where the two veins may intersect, where two veins meet, you can expect a good grade of ore. I would like to have the winze checked for approval, before I pump the rest of the water out. As I would hate at this time, pump the rest of the water out and, have to loan for financial assistance turned down. Outside of personal inspection you have all the necessary information and assays for the winze. My future plans call for dewatering the winze. If I got OM.E. financial assistance, I would start right away. Right now I am working on the drift towards the Morgan Williams shaft.

I will appreciate any O.M.E. financial assistance you can approve at this time.

Very truly yours,

A. Napolitano

A. Napolitano

Copy to Region

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
5/8/69	PS-1215M	120
		120
5/8	cae	220
		120M

MAY 8 1969

AIRMAIL

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Re: OME-6787 (Silver-Gold)
Attilio Napolitano
Empress Mine
Clear Creek County, Colorado

Dear Mr. Napolitano:

We have reviewed your application for financial assistance and find that the proposal to drive an 800-foot drift solely for mine drainage purposes is not eligible for Government assistance. The OME program is limited to the search for new or unexplored ore deposits by testing a favorable geologic target in a specific area. As the proposed work does not meet this requirement, it is therefore, not eligible for assistance.

Should you dewater the mine workings at your own expense, we would be pleased to consider that portion of the proposal designed to explore for gold and silver ore bodies occurring in or near the intersection of veins A and B.

Please advise whether you would be interested in participating in such a program, or we will be glad to consider an alternative proposal that you may wish to submit for testing other favorable targets which may exist on the property. Nothing in this letter should be construed as a commitment by the Government to grant an exploration contract.

Sincerely yours,

Harold Kirkemo (glx)
Harold Kirkemo, Chief
Office of Minerals Exploration

cc: Director's Reading File
Economic Geology File
OME Docket
OME Reading File
Region III
Mr. Peterson

ECPeterson/bsl 5/8/69

April 28, 1969

Mr. Attilio Napolitano
Post Office Box 507
Idaho Springs, Colorado 80452

Subject: OME-6787

Dear Mr. Napolitano:

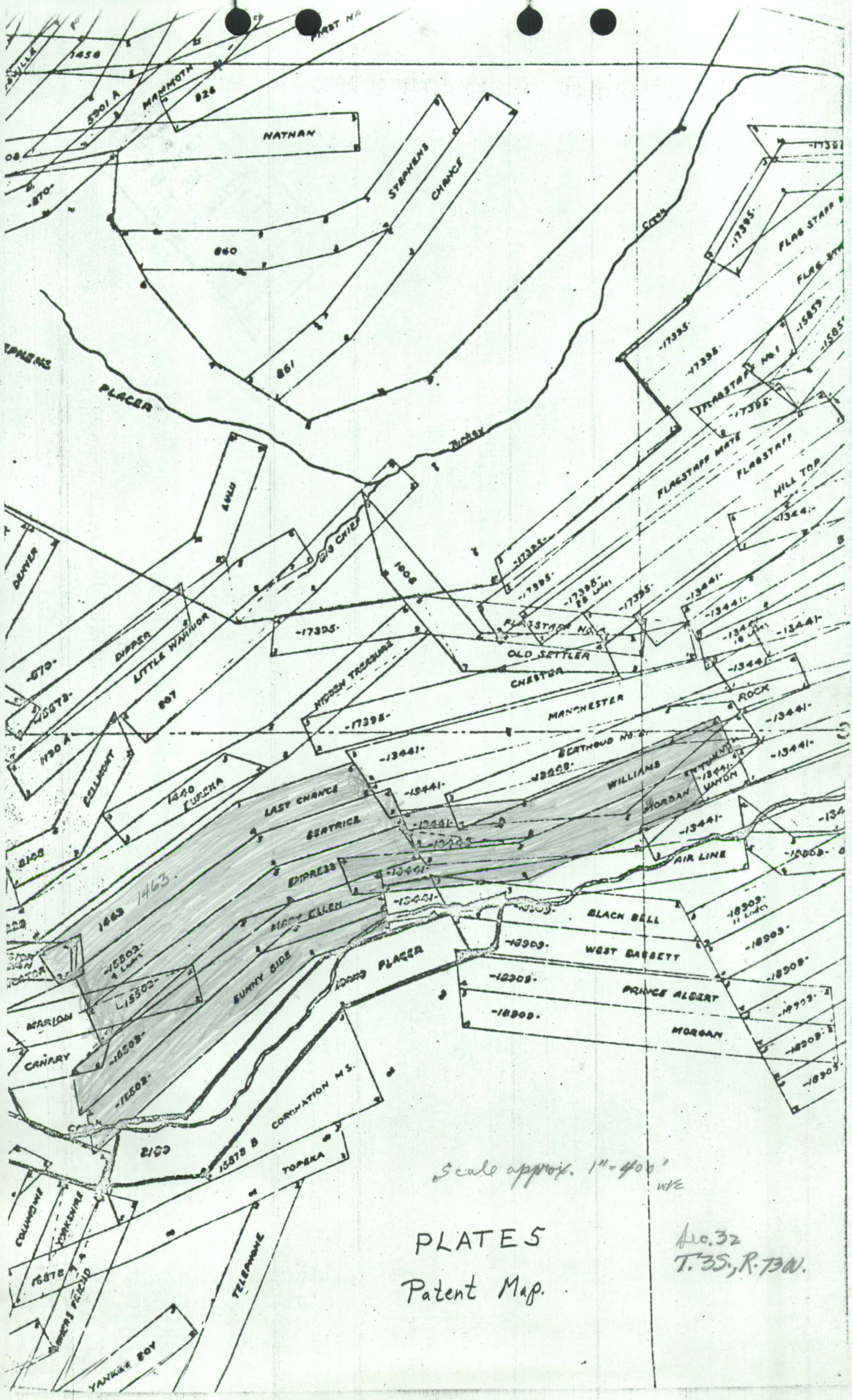
Your application for exploration assistance, dated April 5, 1969, submitted to our office at Denver, Colorado, has been assigned Docket No. OME-6787.

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

Sincerely yours,

Harold Kirkemo
Chief, Office of
Minerals Exploration

Copy to R-III



Scale approx. 1" = 400'
WE

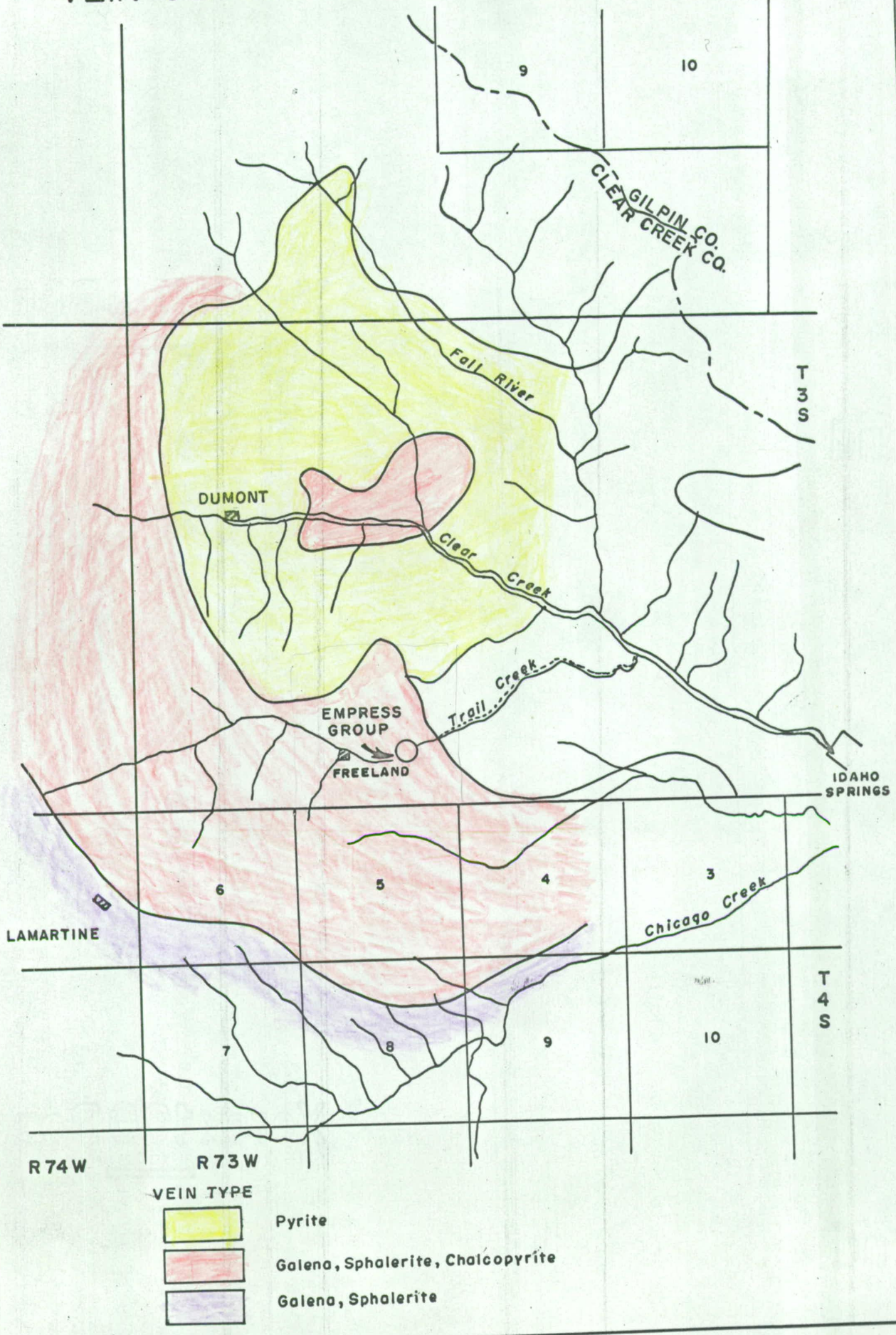
PLATES

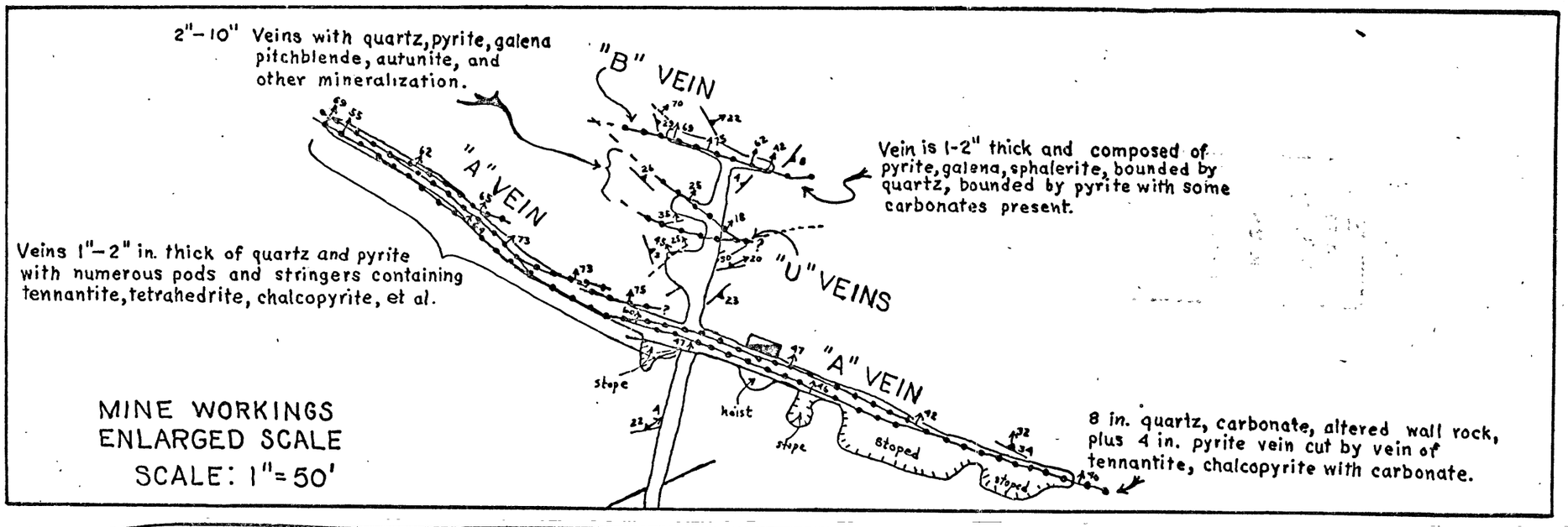
Patent Map.

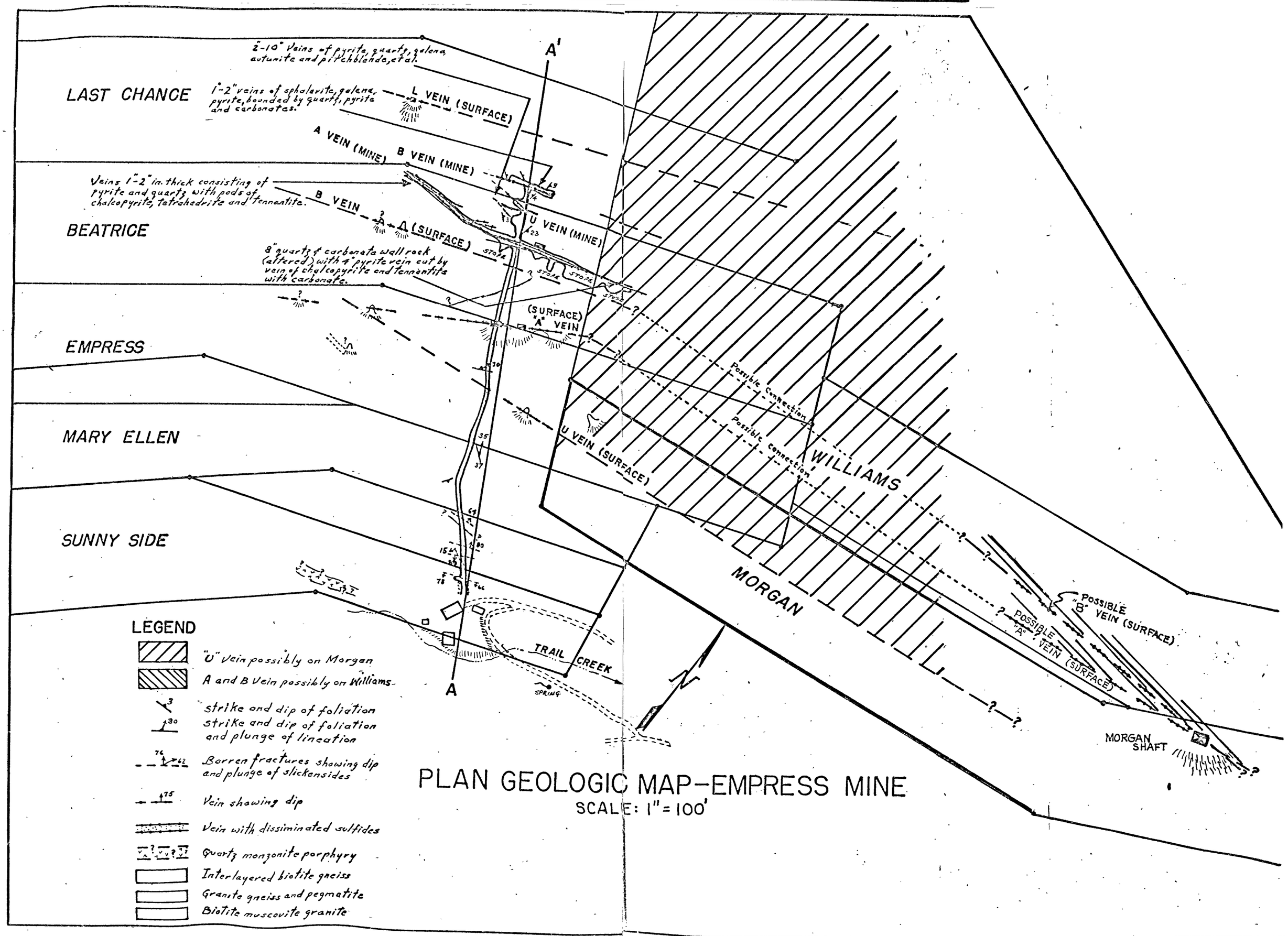
Sec. 32
T. 35, R. 73W.

OFFICIAL
COPY
O. M. E.
RECEIVED
APR 28 1969
INITIALS CODE

VEIN CLASSIFICATION—FREELAND AREA




2"-10" Veins with quartz, pyrite, galena pitchblende, autunite, and other mineralization.
"B" VEIN
"A" VEIN
Vein is 1-2" thick and composed of pyrite, galena, sphalerite, bounded by quartz, bounded by pyrite with some carbonates present.
Veins 1"-2" in. thick of quartz and pyrite with numerous pods and stringers containing tennantite, tetrahedrite, chalcopyrite, et al.
"U" VEINS
"A" VEIN
stope
hoist
stope
stoped
stoped
8 in. quartz, carbonate, altered wall rock, plus 4 in. pyrite vein cut by vein of tennantite, chalcopyrite with carbonate.
MINE WORKINGS
ENLARGED SCALE
SCALE: 1"=50'


2"-10" Veins of pyrite, quartz, galena, autunite and pitchblende, et al.
A'
LAST CHANCE
1"-2" veins of sphalerite, galena, pyrite, bounded by quartz, pyrite and carbonates.
L VEIN (SURFACE)
A VEIN (MINE)
B VEIN (MINE)
Veins 1"-2" in. thick consisting of pyrite and quartz with pods of chalcopyrite, tetrahedrite and tennantite.
B VEIN (SURFACE)
BEATRICE
U VEIN (MINE)
8" quartz & carbonate wall rock (altered) with 4" pyrite vein cut by vein of chalcopyrite and tennantite with carbonate.
STOPE
(SURFACE) "A" VEIN
EMPRESS
Possible Connection
Possible Connection
U VEIN (SURFACE)
WILLIAMS
MARY ELLEN
SUNNY SIDE
MORGAN
POSSIBLE "B" VEIN (SURFACE)
POSSIBLE "A" VEIN (SURFACE)
TRAIL CREEK
SPRING
A
MORGAN SHAFT
LEGEND
"U" Vein possibly on Morgan
A and B Vein possibly on Williams
strike and dip of foliation
strike and dip of foliation and plunge of lineation
Barren fractures showing dip and plunge of slickensides
Vein showing dip
Vein with disseminated sulfides
Quartz monzonite porphyry
Interlayered biotite gneiss
Granite gneiss and pegmatite
Biotite muscovite granite
PLAN GEOLOGIC MAP—EMPRESS MINE
SCALE: 1"=100'