FEB 26 1962

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

Subject: IMSA-4889 (Uranium)
Balboa Mining and Development Company
Laymon Property
Crook County, Wyoming
Contract Idm-E1178
and
IMSA-3762 (Uranium)
Shannon Oil Company
Laymon Property
Crook County, Wyoming
Contract Idm-E878

The Department's Fiscal Section has advised that the $1,124.05 refund referred to in your February 23 memorandum was scheduled to the disbursing office during the past week. The Operator undoubtedly is now in receipt of the refund.

The delay in making this refund is regretted. Apparently, the Operator's claim was misplaced and only recently came to light.

George C. Selfridge

EDTalbert/ama 2-26-62

cc:
Docket
Director's Reading File
CA & A Division - Idm-E1178
Review Committee

Building 20 - Federal Center
Denver 25, Colorado

February 23, 1962

Memorandum

To: George C. Selfridge, Chief
Division of Field Operations, OME
Washington 25, D. C.

From: Acting Field Officer, OME, Region III

Subject: DMEA-3762 (Uranium)
Contract Idm-E870
Shannon Oil Company
(Layman Property)
Creek County, Wyoming
and
DMEA-4889 (Uranium)
Contract Idm-E1178
Balboa Mining and Development Company
(Layman Property)
Creek County, Wyoming

EXTRA COPY
O. M. E
RECEIVED FEB 26
DATE
800

Attached are the original and one copy of a letter from the subject Operator dated February 21, 1962 and copies of my reply.

Please refer to your memorandum to me dated October 31, 1961 in which you stated that the royalty had been overpaid by $1,124.05; also my memorandum to the Fiscal Section dated December 7, 1961 in which I requested them to refund $1,124.05 to the Operator.

Will you please investigate the matter and request the Fiscal Section to repay the Operator.

Original signed by

Hugh M. Connors

Attachments

(3)

Balboa Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

OME
DEPARTMENT OF THE INTERIOR

February 21, 1962

Office of Minerals Exploration
Building 20-Federal Center
Denver 25, Colorado

Attention: Mr. Hugh M. Connors

Re: DMEA-4889 (Uranium contract IDM-E1178)
Balboa Mining & Development Company
Laymon property Crook County, Wyoming.
And
DMEA - 3762 Uranium contract IDM-E870
Shannon Oil Company
Laymon Lease Crook County, Wyoming.

Dear Mr. Connors:

Your letter dated November 2, 1961 notified us that the above contracts had been overpaid by $1,124.05. You advised us at that time that if we would make a claim that this overpayment would be refunded.

We waited until such time that we were certain that no more royalty would be withheld by the mill and on December 4, 1961, we filed application for a refund of the above amount. As of this date we have received neither the refund nor an acknowledgement of the application. Would you please advise as to the status of this matter at the present time.

Very truly yours,

Balboa Mining and Development Company

T. Sanders

T. Sanders

Building 20 - Federal Center
Denver 25, Colorado

February 25, 1962

Mr. T. Sanders
Balboa Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

Re: DMEA-5762 (Uranium)
Contract Idm-E870
Shannon Oil Company
(Layman Property)
Crook County, Wyoming
and
DMEA-4889 (Uranium)
Contract Idm-E1178
Balboa Mining and Development Company
(Layman Property)
Crook County, Wyoming

Dear Mr. Sanders:

Thank you for your letter of February 21, 1962 regarding the overpayment of royalty on the captioned contract.

I am forwarding your letter to the GME Washington Office requesting them to refund the overpayment of royalty to you.

Yours very truly,

Original signed by

Hugh M. Connors
Acting Field Officer, GME
Region III

HMC/lm
cc Chief, Division of Field Operations, GME
Idm-E870 Royalty Corres.
Idm E1178 Royalty Corres.
Chron

E-1178

For refund of overpayment of royalty of $1,124.05, dated February 19, 1962, see transmittal letter file.

EXTRA COPY
O. M. E
RECEIVED NOV 6 1961

| DATE | INITIALS | CODE |
|---|---|---|
| | | 800 |
| | | |
| | | |
| | | |
| | | |
| | | |

Building 20 - Federal Center
Denver 25, Colorado

November 2, 1961

Dalton Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

Attention: Mr. T. Sanders

Re: DMEA-4889 (Uranium)
Contract Idm-E1178
Dalton Mining & Development Co.
(Lagunon Property)
Crook County, Wyoming
and
DMEA-3762 (Uranium)
Contract Idm-E870
Shannon Oil Company
(Lagunon Lease)
Crook County, Wyoming

Gentlemen:

Please be advised that the Government's contribution on the captioned contracts was overpaid by $1,124.05 when the payment of the royalty of $149.29 on liquidation no. 8757 was received.

Will you please advise the buyers of your ore that the Government's participation has been repaid in full and to discontinue withholding the royalty on your future shipments of ore.

If you will make claim to this office for the amount of overpayment, which is now $1,124.05, that amount will be refunded to you.

I am sorry that I wasn't aware of this overpayment at an earlier date but your October shipments were so numerous that the amount of Government participation was exceeded before I realized it.

Yours very truly,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

HMC/lm
cc Chief, Division of Field Operations, OME (2)
IdmE1178
Idm-E870
Charon

OCT 3 1 1961

Memorandum

To: Acting Field Officer, Region III

From: Chief, Division of Field Operations

Subject: IMEA-4839 (Uranium)
Balboa Mining & Development Co.
Laymon Property
Crook County, Wyoming
Contract Idm-E1178
and
IMEA-3762 (Uranium)
Shannon Oil Company
Laymon Lease
Crook County, Wyoming
Contract Idm-E870

Your Abstract of Remittances '61-10-5 includes the receipt on October 25, 1961, of $186.74 as royalty under the subject contracts. The posting of this royalty receipt resulted in an overpayment by $70.71 of the Government's total contribution of $13,662.16 under the two contracts.

We have now received copies of Abstract of Remittances '61-10-6, which includes an aggregate of $1,053.34 received on October 27, 1961, as royalty for credit to these contracts. Accordingly, the Government's contribution has been overpaid by $1,124.05 as of this date.

Please advise the Operator that royalty payments under these contracts should be discontinued and that refund will be made upon receipt of its claim for the excess amounts.

George C. Selfridge

EDTalbert/ama
October 30, 1961

Copy to: Docket
Director's Reading File
CA & A Division - Idm-E1178
Review Committee
Mr. Rothrock

E-1178

For royalty payment of $1,053.34, dated October 27, 1961, see transmittal letter file.

E-1178

For royalty payment of $186.74, dated October 23, 1961, see transmittal letter file.

E-1178

For royalty payment of $543.40, dated October 20, 1961, see transmittal letter file.

E-1178

For royalty payment of $380.61, dated October 10, 1961, see transmittal letter file.

E-1178

For royalty payment of $315.26, dated September 13, 1961, see transmittal letter file.

E-1178

For royalty payment of $161.09, dated September 8, 1961, see transmittal letter file.

E-1178

For royalty payment of $129.70 dated August 15, 1961, see transmittal letter file.

E-1178

For royalty payment of $296.47, dated August 8, 1961, see transmittal letter file.

E-1178

For royalty payment of $186.92, dated July 31, 1961, see transmittal letter file.

E-1178

For royalty payments of $158.44 and $157.18, dated July 27, 1961, see transmittal letter file.

800

JUL 25 1961

Balboa Mining and Development
Company
Post Office Box 861
Grand Junction, Colorado

Attention: Mr. T. Sandoz

Re: DMMA-4889 (Uranium)
Balboa Mining & Development Co.
Lagunas Property
Crook County, Wyoming
Contract Ida-21178
and
DMMA-3762 (Uranium)
Shamrock Oil Company
Layman Lease
Crook County, Wyoming
Contract Ida-2870

Gentlemen:

In reply to your July 20 letter, you are advised that the balance payable to the Government under the first referenced contract is $2,572.74 after application of the royalty paid on Shamrock Development, Inc., liquidation number 2642. This balance is computed as follows:

Government's contribution repayable

| | | |
|---|---|---|
| Contract Ida-21178 | $5,066.83 | |
| " Ida-2870 | 8,595.13 | $13,662.16 |
| Royalty paid through June 30, 1961 | | 11,089.42 |
| Balance payable | | $ 2,572.74 |

Since June 30, royalty of $127.64 applicable to liquidation number 2642 has been received. Accordingly, the balance as of this date is $2,445.10 according to our records.

Sincerely yours,

George Fumich, Jr.

Director

Region III (2)
CAA Division (2)

Copy to: Docket DMMA-4889
Docket DMMA-3762
Director's Reading File

E-1178

For royalty payment of $127.64, dated July 7, 1961, see transmittal letter file.

E-1178

For royalty payments of $335.88 and $589.17, dated June 30, 1961, see transmittal letter file.

E-1178

For royalty payment of $679.74, dated June 21, 1961, see transmittal letter file.

E-1178

For royalty payment of $535.66, dated June 16, 1961, see transmittal letter file.

E-1178

For royalty payment of $153.25, dated May 26, 1961, see transmittal letter file.

E-1178

For royalty payment of $106.16, dated May 19, 1961, see transmittal letter file.

E-1178

For royalty payment of $101.53, dated May 16, 1961, see transmittal letter file.

E-1178

For royalty payment of $73.64, dated April 25, 1961, see transmittal letter file.

E-1178

For royalty payment of $142.66, dated April 14, 1961, see transmittal letter file.

E-1178

For royalty payment of $154.38, dated April 11, 1961, see transmittal letter file.

E-1178

For royalty payment of $163.54, dated March 31, 1961, see transmittal letter file.

E-1178

For royalty payment of $174.91, dated March 22, 1961, see transmittal letter file.

E-1178

For royalty payment of $243.45, dated March 10, 1961, see transmittal letter file.

E-1178

For royalty payment of $155.30, dated February 28, 1961, see transmittal letter file.

Extra

~~OFFICIAL FILE~~ COPY
O. M. E
RECEIVED FEB 27 1961
DATE

600

Building 20 - Federal Center
Denver 25, Colorado

February 24, 1961

Balboa Mining and Development Company
P. O. Box 861
Grand Junction, Colorado

Re: Docket DMEA-4889 (Uranium)
Contract Idn E1178
Balboa Mining and Development Company
(Layman Property)
Crook County, Wyoming

Gentlemen:

This responds to your letter dated February 21, 1961 requesting balance of royalty due the Government on the captioned contract.

Our records, which are subject to audit, show the following

| | |
|---|---|
| Amount of Government participation | $ 13,662.16 |
| Royalty paid through liquidation No. 2501 dated February 15, 1961 | 7,480.15 |
| Balance | $ 6,182.01 |

This amount includes liquidations No. 2497, 2498, 2499, 2500, and 2501 which followed liquidation No. 2488.

Yours very truly,

Original signed by

Hugh M. Connors
Acting Field Officer, OME
Region III

HMC/lm
cc Chief, Division of Field Operations, OME
E. D. Talbert, Acting Chief
Contract Administration and Audit Division
Royalty Corres E1178
Chron

E-1178

For royalty payment of $577.11, dated February 23, 1961, see transmittal letter file.

E-1178

For royalty payment of $138.21, dated February 10, 1961, see transmittal letter file.

E-1178

For royalty payments of $278.56 and $363.99, dated February 3, 1961, see transmittal letter file.

E-1178

For royalty payment of $170.76, dated January 26, 1961, see transmittal letter file.

E-1178

For royalty payment of $438.19, dated January 26, 1961, see transmittal letter file.

E-1178

For royalty payment of $495.64, dated January 17, 1961, see transmittal letter file.

E-1178

For royalty payment of $163.19, dated January 11, 1961, see transmittal letter file.

E-1178

For royalty payment of $337.40, dated January 4, 1961, see transmittal letter file.

E-1178

For royalty payment of $500.09, dated December 21, 1960, see transmittal letter file.

E-1178

For royalty payment of $398.25, dated December 9, 1960, see transmittal letter file.

E-1178

For royalty payment of $460.40, dated December 7, 1960, see transmittal letter file.

Building 20 - Federal Center
Denver 25, Colorado

EXTRA COPY
O. M. E
RECEIVED NOV 21 1960

| DATE | INITIALS | CODE |
|---|---|---|
| | | 600 |

November 18, 1960

Mr. T. J. Vogenthaler
Mines Development, Inc.
777 Grant Street
Denver 3, Colorado

DMEA-400
E1178

Dear Mr. Vogenthaler:

With your check in the amount of $122.18 representing royalty on Liquidation No. 2296 for Balboa Mining and Development Company, we received two other checks as follows:

| | |
|---|---|
| Black Hills Uranium Company | $ 1237.95 |
| Walter L. McKenna | 2882.59 |

These two checks are returned herewith since it is obviously a mistake by someone in your mailing department.

Yours very truly,

Original signed by

Hugh M. Connors
Acting Field Officer
OME, Region III

Enclosure
HMC/lm
cc Royalty Corres E1178
Chron
Chief, Division of Field Operations

E-1178

For royalty payment of $213.05, dated November 18, 1960, see transmittal letter file.

E-1178

For royalty payment of $122.18, dated November 18, 1960, see transmittal letter file.

E-1178

For royalty payment of $82.49, dated November 10, 1960, see transmittal letter file.

E-1178

For royalty payment of $114.86, dated October 28, 1960, see transmittal letter file.

E-1178

For royalty payment of $134.50, dated October 24, 1960, see transmittal letter file.

E-1178

For royalty payment of $150.01, dated October 5, 1960, see transmittal letter file.

E-1178

For royalty payment of $146.73, dated September 29, 1960, see transmittal letter file.

E-1178

For royalty payment of $160.87, dated September 16, 1960, see transmittal letter file.

E-1178

For royalty payment of $122.91, dated September 9, 1960, see transmittal letter file.

E-1178

For royalty payment of $399.05, dated August 26, 1960, see transmittal letter file.

REPORT OF

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

## REPORT OF ROYALTY REVIEW

I have reviewed the files of the Office of Minerals Exploration, Washington, D. C., pertaining to Contract No. Idm-81178, Docket No. DMRA-4889 (Uranium), dated March 18, 1958, with

Balboa Mining and Development Company
P. O. Box 861
Grand Junction, Colorado

for the purpose of determining the amount of royalty due the U. S. Government on sales of minerals from property referred to as Lawson Property located in Crook County, Wyoming, during the period March 18, 1958, through September 12, 1960.

A certification of discovery or development was issued on February 16, 1959, and, in accordance with Article 8 of the contract, royalty is payable on all minerals mined or produced from the land described in Article 2 of the contract for a period of 10 years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first. A Report of Review in lieu of final audit dated January 23, 1959, indicated accepted costs under the exploration contract amounting to $10,152.07 with the Government's contribution, on a 50 percent basis, being $5,066.05. Annex II of the contract provides that the Operator will pay royalty under terms of this contract until the amount of $8,596.15 advanced by the Government under Contract Idm-E870, Docket No. DMRA-5762, also shall have been repaid or until the above-mentioned 10 years shall have elapsed, whichever occurs first. Thus, the amount subject to repayment is $13,662.16.

The status of the project, the scope of review, and the reasons therefor are stated on page 2.

This review established the total sales of uranium ore for the period to be $40,673.27. Royalty due the Government at rates specified in the contract is $2,033.67. The royalty paid and the balance due are as follows:

| | |
|---|---|
| Total Royalty Due | $2,033.67 |
| Total Royalty Paid | 2,033.67 |
| Balance of Royalty Due | $ -0- |

C. E. Fisher, OME Auditor

September 19, 1960

Idm-81178 Balboa Mining and Development Company DMEA-4889

STATUS OF PROJECT, SCOPE OF REVIEW
AND REASONS THEREFOR

My review included the recomputation and tabulation of copies of settlement statements by Mines Development, Inc., submitted in support of royalty payments on ore sales and the AEC initial production bonus, and reconciliation of such amounts with deposits made by the Fiscal Section. The last settlement statement included in this review pertained to Liquidation No. 2178, dated August 30, 1960.

The tabulation is filed with my audit work-papers and is summarized on the attached Exhibit "A".

This review was made in lieu of an on-site audit of the Operator's accounts and records for the following reasons:

(1) Inspection reports by field representatives of the Government and other information in the Washington office files indicates that all sales of production from the property to date on which the Government is entitled to royalty, have been reported and proper royalty has been paid; and

(2) The administrative cost to the Government of an on-site royalty audit at this time would be excessive in relation to the amount of possible additional royalty which might be disclosed.

Exhibit "A"

Idm-5117S | Balboa Mining and Development Company | DMEA-4889

## Summary of Production, Sales, and Royalty

### Production

| | |
|---|---|
| Ore - SWT | 1,531.965 |
| " - SDT | 1,494.474 |
| $U_3O_8$ - Pounds | 6,039.29 |
| " - Pounds excess 4#/SDT | 316.43 |

### Proceeds

| | |
|---|---|
| $U_3O_8$ - Base payments | $20,243.41 |
| " - Excess 4#/SDT | 237.33 |
| Development allowance | 3,019.69 |
| Haulage allowance | 9,191.79 |
| Total Receiving Station payments | $32,692.22 |
| AEC Production Bonus | 7,981.05 |
| Total value subject to royalty | $40,673.27 |
| | |
| Royalty Due | $ 2,033.67 |
| Royalty Paid | 2,033.67 |
| Balance of Royalty Due | $ -0- |

MME Form 22
April 59

DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration

CHECK SHEET OF EXAMINING ENGINEER

Operator's Name **Balboa Mining Company**

Address **P. O. Box 861**

**Grand Junction, Colorado**

Exploration Contract No. **Idm - E1178** Docket No. **DMEA 4889**

| | | | Check One Yes | Check One No |
|---|---|---|---|---|
| 1. | (a) | Does the Operator stockpile ore subject to royalty repayment? | | x |
| | (b) | If so, is segregation and identification procedure adequate? | | |
| 2. | (a) | Does Operator commingle production subject to DMEA or OME royalties with exempt production? | | X |
| | (b) | If so, do you consider the allocation of the commingled production equitable? | | |
| 3. | (a) | Does the Operator stockpile mine or mill rejects (low grade ore, tailing, middlings, etc.) that may have potential value within the royalty payment period? | | X |
| | (b) | If so, are adequate records maintained on such material to protect the Government's interest? | | |
| 4. | | Do you consider the assay controls in effect are adequate? | X | |
| 5. | | Do you consider that the manner of disposing of production gives the Government its fair royalty returns? | X | |
| 6. | | Do your periodic examinations of operations indicate the Operator is properly reporting his production of ores subject to DMEA or OME royalties? | X | |
| 7. | | Does the Operator buy from or sell to other Operators? | | X |
| 8. | | Comment on any item 2 (b) to 6 if answer is No. | | |

9-12-60
Date

Hugh M. Connors
Mining Engineer
**Hugh M. Connors**

Building 20 - Federal Center
Denver 25, Colorado

| EXTRA COPY O. M. E RECEIVED SEP 28 1960 | | |
|---|---|---|
| DATE | | CODE |
| | | 800 |

September 26, 1960

Memorandum

To: Fiscal Section, Division of Administrative Services
Office of the Secretary, Department of the Interior
Washington 25, D. C.

From: Hugh M. Connors, cting Field Officer, OME, Region III

Subject: Docket DMEA-4889 (Uranium)
Contract Idm-E1178
Balboa Mining and Development Company
(Laymon Property)
Crook County, Wyoming

Attached is the original Report of Royalty Review on the subject property dated September 19, 1960 covering the period March 18, 1958 through September 12, 1960.

Original signed by

Hugh M. Connors

Attachments
HMC/lm
cc: Chief, Division of Field Operations (2)
Royalty Corres. E1178
Chron

Building 20 - Federal Center
Denver 25, Colorado

EL
~~OFFICIAL~~ FILE COPY
O. M. E.
RECEIVED SEP 28 1960
DATE | IN... | 800

September 26, 1960

Balboa Mining and Development Company
P. O. Box 861
Grand Junction, Colorado

Re: Docket DMEA-4889 (Uranium)
Balboa Mining and Development Company
(Laymon Property)
Crook County, Wyoming
Contract Idm-E1178

Gentlemen:

Attached is a copy of the Report of Royalty Review on the captioned property dated September 19, 1960, which shows that no Royalty is due the Government at this time.

Yours very truly,

Original signed by

Hugh M. Connors
Acting Field Officer
OME, Region III

Enclosure
HMC/lm
cc: E. D. Talbert, Acting Chief
Contract Administration and Audit Division
Chief, Division of Field Operations (2)
Royalty Corres. E1178
Chron

SEP 20 1960

Memorandum

To: Acting Field Officer, Region III
/s/ C. E. Fisher for

From: E. B. Talbert, Acting Chief
Contract Administration and Audit Division

Subject: UMEA-4889 (Uranium)
Balboa Mining and Development Company
Layman Property
Crook County, Wyoming
Contract Ldm-81178

Attached are the original and two copies of a Report of Royalty Review on the above cited project. If you concur in the facts stated in the report distribution should be made as follows:

(a) Original of the report to the Fiscal Section, Division of Administrative Services, Office of the Secretary, Department of the Interior, Washington 25, D. C.;
(b) One copy to the Operator; and
(c) One copy for your file.

As evidence of your concurrence, a copy of your letter transmitting the Operator's copy should be furnished to this Division. If for any reason you do not concur, the original and both copies of the report should be returned to this Division with your comments.

Attachments

CEFisher/ama
September 20, 1960

Copy to: Docket
Director's Reading File
CA & A Division
Mr. Rothrock

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION
Building 20 - Federal Center
Denver 25, Colorado

OFFICIAL FILE COPY
O. M. E.
RECEIVED SEP 16 1960

| DATE | INITIAL | |
|---|---|---|
| 9-16 | gad | VVO 800 |

September 13, 1960

cy to 500

Memorandum

To: E. D. Talbert, Acting Chief
Contract Administration and Audit Division
Washington 25, D. C.

From: Hugh M. Connors, Acting Field Officer, OME, Region III

Subject: Docket DMEA-4889 (Uranium)
Contract Idm-E1178
Balboa Mining & Development Company
(Laymon Property)
Crook County, Wyoming

Attached are the original and one copy of the check sheet on the subject project which was requested in your memorandum of September 8, 1960.

Hugh M. Connors

Hugh M. Connors

Attachments
HMC/lm
cc: Chief, Division of Field Operations (2)
Royalty Correspondence E1178
Chron

SEP 8 1960

Memorandum

To: Acting Field Officer, Region III

From: E. D. Talbert, Acting Chief (Signed) E. D. Talbert
Contract Administration and Audit Division

Subject: DMEA-4889 (Uranium)
Balboa Mining & Development Company
Layman Property
Crook County, Wyoming
Contract Idm-81178

This Division is in the process of preparing a Report of Royalty Review for the subject contract based on records in the Washington office.

Please furnish an original and one copy of the Check Sheet of Examining Engineer relating to this contract.

CEFisher/ama
September 8, 1960

Copy to: Docket
Director's Reading File
CA & A Division

Building 20 - Federal Center
Denver 25, Colorado

| EXTRA COPY O. M. E RECEIVED SEP 6 1960 | | |
|---|---|---|
| DATE | INITIALS | CODE |
| | | 800 |
| | | |
| | | |
| | | |
| | | |

September 1, 1960

Memorandum

To: R. B. Talbert, Acting Chief
Contract Administration and Audit Division
Washington 25, D. C.

From: Hugh M. Connors, Acting Field Officer, OME, Region III

Subject: Docket DMMA-4889 (Uranium)
Contract Idm-E1178
Balboa Mining and Development Company
(Laymon property)
Crook County, Wyoming

This has further reference to your memorandum dated August 2, 1960. Attached are the original and one copy of a letter from R. M. Toole of the Atomic Energy Commission which verifies the amount of bonus paid.

The bonus royalty in the amount of $399.95 has been received by this office and forwarded to the Fiscal Section. According to our records no more bonus is due.

Original signed by

Hugh M. Connors

Attachments

HMC/lm
cc: Royalty Corres. E1178
Chron

August 26, 1960

PLD:RHT

OME
DEPARTMENT OF THE INTERIOR
AUG 29 1960
REGION III
DENVER, COLORADO

Hugh M. Connors, Acting Field Officer
Office of Minerals Exploration, Region III
Building 20, Federal Center
Denver 25, Colorado

RE: DOCKET DMEA-4889 (Uranium)

Dear Mr. Connors:

The Laymon Lease operated by Balboa Mining and Development Company in portions of Sections 15, 20, 21, 22, 23, 27, 28, 29, 33 and 34, T. 52 N., R. 66 W., 6th P.M., Crook County, Wyoming has been certified for bonus payment under our Certification No. DUP-C6-C-1254. Bonus payment has been approved here and schedule sent to Denver for payment on August 15. Such payment is in the amount of $7981.05 and covers all of the $U_3O_8$ eligible for payment under that certification. At this time it is doubtful that Balboa has actually received payment because of the short time that has elapsed since schedule was submitted.

Very truly yours,

R. H. Toole, Chief
Leasing & Development Branch
Production Evaluation Division

Building 20 - Federal Center
Denver 25, Colorado

EXTRA COPY
O. M. E
RECEIVED AUG 1960

| DATE | INITIALS | CODE |
|---|---|---|
| | | 800 |
| | | |
| | | |
| | | |
| | | |

August 25, 1960

Mr. Robert Toole
Leasing and Development Division
Atomic Energy Commission
Grand Junction, Colorado

Re: Docket DMEA-4889 (Uranium)
Contract Idm-E1178
Balboa Mining and Development Company
(Laymon property)
Crook County, Wyoming

Dear Mr. Toole:

The Operator of the captioned contract advised us last April that the property was in process of being certified by AEC for bonus payments. Will you please advise if any bonus payments have been made on this property and if so the total amount paid the Operator.

Thanking you in advance, I am

Yours very truly,

Original signed by

Hugh M. Connors
Acting Field Officer
OME, Region III

HMC/lm
cc: Chief, Division of Field Operations (2)
Royalty Corres. E1178
Chron

AUG 22 1960

Memorandum

To: Acting Field Officer, Region III

From: E. D. Talbert, Acting Chief (Signed) E. D. Talbert
Contract Administration and Audit Division

Subject: DMEA-4889 (Uranium)
Balboa Mining and Development Company
Laymon property
Crook County, Wyoming
Contract Idm-81178

A review of the Washington office files, preparatory to the issuance of a Report of Royalty Review on the subject contract, fails to disclose a reply to Mr. Townsend's April 25, 1960, letter to the Operator.

Your advice as to the present status of the Operator's application for bonus payment from AEC would be sincerely appreciated.

CEFisher/sma
August 22, 1960

Copy to: Docket
Director's Reading File
CA & A Division
Mr. Selfridge
Mr. Fisher

E-1178

For royalty payments of $140.77 and $129.48, dated July 26, 1960, see transmittal letter file.

E-1178

For royalty payment of $116.39, dated July 22, 1960, see transmittal letter file.

E-1178

For royalty payment of $150.45, dated June 30, 1960, see transmittal letter file.

E-1178

For royalty payment of $109.82, dated June 20, 1960, see transmittal letter file.

E-1178

For royalty payment of $113.48, dated June 8, 1960, see transmittal letter file.

E-1178

For royalty payment of $111.86, dated May 23, 1960, see transmittal letter file.

EXTRA COPY
O. M. E
RECEIVED APR 18 1960

| DATE | INITIALS | CODE |
|---|---|---|
| | | 800 |
| | | |
| | | |
| | | |
| | | |

Building 20 - Federal Center
Denver 25, Colorado

April 15, 1960

Mr. Albert F. Stoick, President
Balboa Mining and Development Co.
P. O. Box 861
Grand Junction, Colorado

4889

Re: Docket No. DMEA 4887 (Uranium)
Contract No. IAm-X1176
(Layman property)
Crook County, Wyoming

Dear Mr. Stoick:

We presume that you have made application for bonus payment from the Atomic Energy Commission for ore shipped prior to March 31, 1960. According to our records the amount of bonus royalty due the Government is $599.05 which will become due and payable upon your receipt of your bonus payments from the Atomic Energy Commission.

Very truly yours,

Original signed by

J. W. Townsend
Executive Officer, OME
Field Team, Region XII

BMC/bjo

cc: OME, Washington (2)
Royalty corres. X1188
Chron.

E-1178

For royalty payment of $133.63, dated April 12, 1960, see transmittal letter file.

E-1178

For royalty payment of $100.04, dated April 11, 1960, see transmittal letter file.

E-1178

For royalty payment of $155.49, dated April 6, 1960, see transmittal letter file.

E-1178

For royalty payments of $69.42 and $165.20, dated April 1, 1960, see transmittal letter file.

E-1178

For royalty payment of $15.68, dated March 25, 1960, see transmittal letter file.

3.

OME
DEPARTMENT OF THE INTERIOR
NOV 23 1959
REGION III
DENVER, COLORADO

**Balboa Mining and Development Company**
Post Office Box 861
Grand Junction, Colorado

HMC

EXTRA COPY
O. M. E.
RECEIVED NOV 27 1959

| DATE | | CODE |
|---|---|---|
| | | 800 |

Nov. 14, 1959

Mr. J. W. Townsend
Executive Officer, OME
United States Department of the Interior
Office of Minerals Exploration
Building 20- Federal Center
Denver 25, Colorado

Re: Docket No. DMEA 4889 (Uranium)
Contract No. Idm-E1178
(Laymon Property)
Crook County, Wyoming

Dear Mr. Townsend:

In regard to your recent letter requesting information on our operations on the Laymon Property since January 1, 1959 we would like to advise you of the following:

1. We have drilled approximately 22,000 feet of additional test holes.
2. We have extended ore reserves both to the north and south over that indicated during our DMEA contract.
3. At the present time, we are down about 400 feet with a 9 x 10' inclined shaft. This shaft, when completed, will be 500' long. It is being sunk on the Manke property which adjoins Laymon's on the north and will intersect the north ore trend at a point approximately 200 feet from the Manke-Laymon property line. Locating the collar where we did allowed us to go under the Dakota sandstone thus gaining that much depth.
4. We have encountered some surface water in the shaft which has caused delays. The labor situation has also been a problem. The shaft is timbered all the way and the waiting on mine timbers from the local mills has caused additional delays.
5. Once the shaft is down we will have 500 feet to our nearest known ore hole; however, we still hope the ore continues on trend towards the bottom of the incline. If weather permits we are going to drill as much of this trend area as we can. We are very limited on drill hole locations due to the stock dams and canyons in this area.
6. We had hoped to be in production by the first of December so as to get our bonus ore out before March, 1960. As this time, I do not know whether or not we will make it. An extension of that deadline by the government would certainly help us. We have at times, when men and material were available, been on two and three shift operation in a serious effort to get the bonus out. We are connected to REA power which allowed "round the clock" operations.
7. The State Mine Inspector has examined the operations several times. His reports are available if you desire to see them.

Please advise us if you desire further details or information at this time.

Very truly yours,

BALBOA MINING AND DEVELOPMENT CO

11/23/59
Copy distributed to
Chairman (2)
Haller

REPORT
OF REVIEW

OFFICE OF MINERALS EXPLORATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

OFFICIAL FILE COPY
O. M. E.
RECEIVED JAN 26 1959

| DATE | INITIALS | CODE |
|---|---|---|
| 1-26 | C | 220 |
| | | 800 |

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Balboa Mining and Development Company
P. O. Box 861
Grand Junction, Colorado

pertaining to Exploration Project Contract No. Idm-11178, DMEA No. 4089, including Amendments Nos. 1 and 2, for the period March 18, 1958 to December 31, 1958, inclusive, covering a project for the exploration of Uranium on property known as Laymon Property located in Crook County, Wyoming.

My review included an examination of the Monthly Reports (Form MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, verification of work performed by reference to Field Team reports and correspondence, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the reasons given on the attachment to this report.

The review disclosed the following facts in regard to the amount paid or to be paid the contractor:

| | | |
|---|---|---|
| Total cost as billed by Contractor | | $10,190.07 |
| Exceptions: (Schedule attached) | | |
| Prior to this review | $58.00 | |
| Less: Reinstatement by review | 0.00 | |
| Herewith | 0.00 | 58.00 |
| Total Accepted Cost | | $10,132.07 |

The contract calls for a 50 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Five Thousand, Sixty-Six and 03/100ths Dollars is valid and proper, provided that the Regional Executive Officer, the Director, or other competent official has accepted or will accept the project as having otherwise met the terms of the contract.

| | |
|---|---|
| Amount payable to Operator | $ 5,066.03 |
| Amount reimbursed | 4,673.70 |
| Balance due Operator | $ 392.33 |

Donald T. Fin
Donald T. Fin
OME Audito

January 23, 1959

REASONS FOR REPORT OF REVIEW IN LIEU OF FINAL AUDIT

CONTRACT NO. 16m-H1178 DOCKET NO. DMRA 4889

BALBOA MINING AND DEVELOPMENT CO.

(a) The monthly reports were supported by documentary proof of that portion ($3,843.55) of the costs which covered work performed at unit rates under independent contract and that portion ($222.77) which covered other costs for contribution by the Government on the basis of actual costs (per summary attached.)

(b) The balance ($6,665.75) of the costs incurred were under a contract provision for payment by the Government on the basis of fixed unit costs of work actually performed; and

(c) The administrative cost to the Government of an audit would be excessive in relation to the estimated amount of possible, further disallowances thereunder.

## SCHEDULE OF EXCEPTIONS

CONTRACT NO. Idm-#1178 DOCKET NO. PMEA 4889

BALBOA MINING AND DEVELOPMENT CO.

**Disallowances by Field Team Prior to This Review**

**Excessive Drilling**

| | | | |
|---|---|---|---|
| Hole No. 7 | 24 Feet | | |
| " " 8 | 8 " | | |
| " " 10 | 4 " | | |
| " " 12 | 2 " | | |
| " " 13 | 8 " | | |
| " " 14 | 10 " | | |
| " " 21 | 2 " | | |
| Total @ 76¢/Ft. | 58 Feet | $44.08 | |
| Incidental allowance applicable to Excess Drilling, 58 Feet @ 24¢/Ft. | | 13.92 | |
| TOTAL PRIOR DISALLOWANCES | | | $58.00 |

The Executive Officer of the OMM Field Team and the Auditor concur with the foregoing disallowances.

## SUMMARY OF DOCUMENTED COSTS

CONTRACT NO. Idm-M178 DOCKET NO. DMRA-4889

BALBOA MINING AND DEVELOPMENT CO.

| | STAGE I | STAGE II | TOTAL |
|---|---|---|---|
| **Independent Contracts** | | | |
| Non-core Drilling | | | |
| 5,057.3 Feet at 76¢ per foot | $3,843.55 | | $ 3,843.55 |
| **Other** | | | |
| Chemical Analyses | | | |
| 25 Samples at $3.325 each | $ 83.12 | | |
| 42 Samples at $3.325 each | " | $ 139.65 | $ 222.77 |
| Total Documented Costs | $3,926.67 | $ 139.65 | $ 4,066.32 |
| **Fixed Unit Costs** | | | |
| Non-Core Drilling | | | |
| 4,747 Feet at 76¢ per foot | | $3,607.72 | |
| Standby Time | | | |
| 10.5 Hours at $10.00 per hour | | 105.00 | |
| Incidental Allowance | | | |
| 5,057.3 Feet at 24¢ per foot of Accepted Drilling | $1,213.75 | | |
| 4,747 Feet at 24¢ per foot of Accepted Drilling | | $1,139.28 | |
| Total Fixed Unit Costs | $1,213.75 | $4,852.00 | $ 6,065.75 |
| TOTAL ACCEPTED COSTS | $5,140.42 | $4,991.65 | $10,132.07 |

JAN 27 1959

Mr. Donald T. Finch
OSE Auditor
224 New Customhouse
Denver 2, Colorado

Re: Docket No. DMEA-4889 (Uranium)
Balboa Mining & Development Company
Contract No. Idm-E1178

Dear Mr. Finch:

Your Report of Review on the above-referenced project is acceptable and normal distribution is authorized.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers
Contract Administration
and Audit Division

GMcCarthy/GMcC
January 26, 1959

cc: Docket
Director's Reading File
Mr. Chambers

| EXTRA COPY O. M. E. RECEIVED JAN 19 1959 | | |
|---|---|---|
| DATE | INITIALS | CODE |
| | | 800 |
| | | |
| | | |
| | | |
| | | |

25 New Customhouse
Denver 2, Colorado
January 23, 1959

Memorandum

To: Donald T. Finch, OME Auditor

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

Subject: Docket No. DMMA 4867 (Uranium) Contract IAm-[illegible],
Dalton Mining and Development Company, (Inyan property) Crook County, Wyoming

The subject contract has been completed and the Operator was so notified by letter of January 9, 1959, a copy of which is enclosed for your reference.

The Operator has rendered its final report and final accounting as required by the contract, therefore final payment of the Operator's account is in order, contingent on release to this office of a Certificate and Report of Audit, or Report of Review, of the reported project costs, whichever the case indicates.

Acceptable units of work or service completed on a Fixed Unit Cost basis consisted of the following:

| | |
|---|---|
| Non-core drilling, Stage II* | 4747 feet |
| Standby time | 10.5 hours |
| Incidental Allowance | [illegible].3 feet |

* Stage I drilling performed under Independent contract.

The sum of $390.33 was withheld from reimbursement to the Operator in processing its final accounting report, which was for the month of December, 1958.

Original signed by
E. N. HARSHMAN
E. N. Harshman

Enclosure

JRC:bmh

cc: Chief, Op. Comm. (2)
Harshman
Marshall, OME/WPC
Chrono. File, Reg. III
Cooper
Chron

| EXTRA COPY O. M. E. RECEIVED FEB 9 1959 | | |
|---|---|---|
| DATE | INITIALS | CODE |
| | | |
| | | |
| | | |
| | | |
| | | |

224 New Customhouse
Denver 2, Colorado
February 3, 1959

Memorandum

To: T. A. Christensen

From: Executive Officer, GMK Field Team, Region III

Subject: Project No. MMRA 4629 (Uranium) Contract Nbr-X1178
Kaibab Mining and Development Company, (Layman property) Crook County, Wyoming - FINAL PAYMENT

Reference is made to our memorandum of January 8, 1959, whereby we furnished the final Form MP-104, Operator's Monthly Report and Voucher, for December 1958, and requested that you withhold the entire amount of reimbursement due the Operator, pending resolution of matters prerequisite to closing the account.

The Operator's final report has been received, therefore, final payment to the Operator is to be made on the following basis, which is in conformance with the Report of Review of reported project costs by the Contract Administration and Audit Division, GMK, dated January 23, 1959.

Basis for Final Payment

| | |
|---|---|
| Total accepted cost---------- | $10,132.07 |
| Government participation at 50 percent- | 5,066.03 |
| Total prior payments---------- | 4,673.70 |
| Balance due the Operator---------- | $ 392.33 |

Original signed by
J. W. TOWNSEND

J. W. Townsend

JWT:mmk

cc: Chron, Op. Chron. (2)
Baughman
Marshall, GMK/MPC
Central file, Reg. III
MP-104 file, Reg. III
Cooper
Chron

$392.33

2/5/59 DMEA 59-87

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

# UNITED STATES
## DEPARTMENT OF THE INTERIOR
### DEFENSE MINERALS EXPLORATION ADMINISTRATION
## OPERATOR'S MONTHLY REPORT AND VOUCHER

JAN 19 1959 D.M.E.

DMEA, Reg. III
JAN 2- 1959

Month of December, 195 8 Docket No. DMEA 4889 Contract No. Idm E-1178
Operator's Name Balboa Mining & Development Company Minerals Uranium
Address P. O. Box 861, Grand Junction, Colorado
Contract Amount, $ 18,700.00 Government Participation: 50 % Amount, $ 9,350.00

| ITEMS OF COSTS | FOR OPERATOR'S USE | | | FOR GOVERNMENT USE ONLY | | |
|---|---|---|---|---|---|---|
| | Monthly Total | Totals Previously Reported | Totals To Date | Approved Monthly Total | Approved Totals Previously Reported | Approved Totals To Date |
| (1) Independent Contracts: | | | | | | |
| Drilling | 482.60 | 7012.75 | 7495.35 | | | |
| Bulldozing | 10.00 | 95.00 | 105.00 | | | |
| Crosscutting | | | | | | |
| Drifting | | | | | | |
| Fixed Unit Costs | 152.40 | 2214.55 | 2366.95 | | | |
| (2) Labor and Supervision: | | | | | | |
| Labor | | | | | | |
| Supervision | | | | | | |
| Technical Services | | | | | | |
| (3) Operating Mat'ls. and Supplies: | | | | | | |
| Timber | | | | | | |
| Explosives | | | | | | |
| Pipe | | | | | | |
| Track | | | | | | |
| (4) Operating Equipment: | | | | | | |
| Rental | | | | | | |
| Purchase | | | | | | |
| Depreciation | | | | | | |
| (5) Initial Rehabilitation and Repairs | | | | | | |
| (6) New Bldgs., Improvements, etc. | | | | | | |
| (7) Miscellaneous: | | | | | | |
| Repairs to Equipment | | | | | | |
| Sampling and Analysis | 139.65 | 83.12 | 222.77 | | | |
| Payroll Taxes | | | | | | |
| Liability Insurance | | | | | | |
| (8) Contingencies (specify): | | | | | | |
| TOTALS | $ 784.65 | $ 9405.42 | $10,190.07 | 784.65 | 9405.42 | 10,190.07 |
| | | | | D 58.00 | D 58.00 | |

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 12/30/58 *Payee Balboa Mining & Development Co.
Per James Elson Jr. Title Sec.-Treas.

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

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

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of: 784.65 9,347.42 10,132.07
$ No payment
Signature RHC
(Authorized Certifying Officer)
Date 4/6-59 Vou. No. —
(See other side)

D Tremarsly disallowed

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. DME 1178 in accordance with the terms of the contract.

Signature Milton H. Marshall Title Mining Engineer Date 1/6/59

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: Checked for Engineering Allowability

Signature E. M. Hamborsky Title Acting Executive Officer Date JAN 8 1959

# MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

*Preparation of Form MF-104—Operator's Monthly Report and Voucher.*—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

JAN 19 1959 O.M.E.

# UNITED STATES
# DEPARTMENT OF THE INTERIOR
## DEFENSE MINERALS EXPLORATION ADMINISTRATION
# OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of December 1958 Docket No. DMEA 4889 Contract No. Idm-E1178
Operator's Name Balboa Mining & Development Co. Minerals Uranium
Address P. O. Box 861, Grand Junction, Colorado

| OPERATION | Unit | Costs This Month | Units This Month | Costs to Date | Units to Date | Unit Costs to Date | Authorized by Contract: Units | Authorized by Contract: Unit Costs |
|---|---|---|---|---|---|---|---|---|
| Stage I | | | | | | | | |
| Rotary, Non Core Drill | Ft. | | | 3887.63 | 5115.3 | 0.76 | 4900 | 2.25 |
| Raising | | | | 0.00 | 0 | --- | 10.5 | 14.00 |
| Chem. Analyses | | | | 83.12 | 25 | 3.32½ | 105 | 5.00 |
| Incid. allow. | | | | 1227.67 | 5115.3 | .24 | 4980 | 0.24 |
| Stage II | | | | | | | | |
| Rotary, Core Drill | Ft. | 482.60 | 635 | 3607.72 | 4747 | 0.76 | 5000 | $ 0.76 |
| Churn Standby | Hr. | 10.00 | 1 | 105.00 | 10.5 | 10.00 | 10.5 | 10.00 |
| Auger Chem. Analyses | Spl. | 139.65 | 42 | 139.65 | 42 | 3.32½ | 105 | 5.00 |
| Incid. allow. | Ft. | 152.40 | 635 | 1139.28 | 4747 | 0.24 | 5000 | 0.24 |
| Shaft | | | | | | | | |
| Winzes | | | | | | | | |
| Drifting | | | | | | | | |
| Stripping | | | | | | | | |
| Trenching | | | | | | | | |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| Total Distributed Costs | | 784.65 | | 4991.65 | | | | Total Costs Authorized by Contract |
| | | | | 5198.42 | Stage I | | | |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc. | | | | | | | | |
| Total Costs | $ | 784.65 | $ | 10190.07 | | | | |

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Date 12/30/58 Operator Balboa Mining & Dev. Co.

Per James Edson Jr. Title Sec. - Treas.

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

Remarks:

(Instructions on reverse)

(For Government use only)

## INSTRUCTIONS

*Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.*—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

FINAL DISTRIBUTION

MADE JAN 16 1959

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION III

Administrative Audit-Difference Statement

EXTRA COPY
O. M. E.
RECEIVED JAN 19 1959

| DATE | INITIALS | COPY |
|---|---|---|
| | | 800 |

[redacted]

Date: [redacted]

Payee's Reference: [redacted]

[redacted]

[redacted]

Upon examination of the above Payee's Reference a difference was found which made it necessary to suspend your account accordingly:

Amount Claimed $ [redacted]

Difference $ [redacted]

Amount Approved $ [redacted]

The reason for the difference was due to:

[redacted]

Any reclaim for deductions made above must be supported by the ORIGINAL of this form.

Very sincerely yours,

[redacted]
N. E. Stokes
Audit Section

R-III-B & F Form No. 4
4-15-52 D

20th New Customhouse
Denver 2, Colorado
January 8, 1959

Memorandum

To: T. A. Christensen

From: Executive Officer, GMK Field Team, Region III

Subject: Docket No. DMEA 4659 (Uranium) Contract Tm-21176, Dalton Mining and Development Company, (Lagunas property) Crook County, Wyoming - Operator's Final Monthly Progress Report for the month of December, 1958 - NO PAYMENT

Enclosed are the original and four copies each of Form NF-104 and NF-104A, Operator's Narrative Report, and Engineer's Report for the above period.

With the exception of assaying, all of the work performed during December 1958, was at fixed unit costs in accordance with the provisions of Amendment No. 1 to the contract. We consider that the Operator has complied with the intent of the contract and the work is acceptable to the Government. All of the project work is substantially completed, therefore, the entire amount of Government participation is to be withheld from reimbursement to the Operator, pending resolution of matters prerequisite to closing the account.

As noted by the inspecting engineer the Operator has failed to make adjustment for previous disallowances of units and costs for drilling and incidental allowance.

Remarks:

Date of Report----------December 30, 1958
Date Received in Field Office----------January 3, 1959
Date Received in Region Office----------January 7, 1959

Original signed by
E. N. HARSHMAN
for J. W. Townsend

Enclosures
JWT:hsh
cc: Chrn. Op. Comm. (2)
Marshall, RMC/RFC
NF-104 file, Reg. III
Burchett - w/copy of
Cooper - Engr's Report
Chron

OME
DEPARTMENT OF THE INTERIOR
JAN 7 1959
REGION III
DENVER, COLORADO

Jan. 6, 1959

Memorandum

To: Executive Officer, OME Field Team, Region III

From: Milton E. Marshall

Subject: Docket No. DMRA 4889 (Uranium) Contract Ida-21178,
Ralhee Mining and Development Company (Lagunn property)
Crook County, Wyoming -- Progress report for December 1958

Enclosed are the original and four copies of Forms MF-104 and MF-104A with the required supporting data for December 1958.

The results of work reported for which reimbursement is claimed was inspected December 4, 1958. No one was at the property at the time of the inspection.

Several errors appear on the operator's Form MF-104 and Form MF-104A. The errors reported on Form MF-104 and corrected figures are as follows:

| | Reported | | Correct | |
|---|---|---|---|---|
| | Previous | To Date | Previous | To Date |
| Drilling | $7,012.75 | $7,495.35 | $6,968.67 | $7,451.87 |
| Fixed Unit Costs | $2,214.55 | $2,366.95 | $2,200.63 | $2,353.03 |

The errors reported on Form MF-104A and corrected figures are as follows:

Stage I

| | Reported | | Correct | |
|---|---|---|---|---|
| | Costs to Date | Units to Date | Costs to Date | Units to Date |
| Drilling | $3,887.63 | 5115.3 | $3,843.55 | 5057.3 |
| Chem. Analyses | $82.12 | 85 | $83.12 | 15 |
| Indd. Allowance | $1,827.87 | 5115.3 | $1,813.75 | 5057.3 |

It may be to the Government's advantage to inform the operator of the foregoing errors so that the figures included in the final accounting report will be correct.

Except for the following, recommendation is made for reimbursement of 50 percent of the reported costs:

Withhold - Entire amount from reimbursement to the operator pending resolution of matters prerequisite to closing the account. For all intent and purpose work under the contract was completed December 2, 1958, with the completion of Hole No. 42, therefore a formal termination agreement is not necessary.

Milton H. Marshall
Mining Engineer

MHM/mr
cc: 6
Idm-M1170
shron

Balboa Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

December 31, 1958

Progress Report, December, 1958
Docket No. DMEA 4889 (Uranium)
Contract No. Idm-E1178
Layman Property
Crook County, Wyoming

DRILLING PROGRESS:

A total of 635 feet was drilled during the December reporting period to complete the authorized drilling under Phase II. Hole No. 42 was completed and probed on December 2, 1958, but final assays were not obtained until after December 16. A total of 5,115.3 feet was drilled under Phase I and 4,747 feet under Phase II of the DMEA contract making a total of 9,862.3 feet drilled during the entire project at a total cost of $10,190.07.

GEOLOGY AND MINERALIZATION:

Hole No. 40 had to be abandoned below 180 feet when a drill bit was lost in the hole. Two mineralized samples were obtained for the interval 176 to 180 feet and assayed (see 40-X log), but no charge was made for the cutting of the hole. Hole No. 40-X was drilled 5 feet to the south as an alternate. It probed 4 feet of 0.28% $U_3O_8$ from 175.5 to 179.5 feet and 1 feet of 0.08% $U_3O_8$ from 185.5 to 186.5 feet.

Hole No. 41 was found to be slightly mineralized at depths of 177, 191 and 205 feet.

Hole No. 42 probed 4 feet of 0.08% $U_3O_8$ for the 174 to 178 feet interval which is at the top of the Laketa zone. These three holes were drilled to determine the extent of mineralization in the area of Holes No. 6 and 26. Additional holes are

now being drilled and cores being taken to more accurately appraise the potential of the property for the Final Evaluation report which is in preparation.

Lithologic logs, probe and assay information are enclosed with copies of the Final Progress map.

Respectfully submitted,

BALBOA MINING AND DEVELOPMENT CO.

By: D. James Edson, Jr.

D. James Edson, Jr.
Geologist

Encl:

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

# UNITED STATES
## DEPARTMENT OF THE INTERIOR
### DEFENSE MINERALS EXPLORATION ADMINISTRATION
## OPERATOR'S MONTHLY REPORT AND VOUCHER

JAN 19 1959

O.M.E., Reg. III
JAN 2 - 1959
O.M.E.

Month of November, 195 8 Docket No. DMEA 4089 Contract No. Idm E-1178
Operator's Name Balboa Mining and Development Company Minerals Uranium
Address P. O. Box 861, Grand Junction, Colorado
Contract Amount, $ 18,700.00 Government Participation: 50 % Amount, $ 9,350.00

| ITEMS OF COSTS | FOR OPERATOR'S USE | | | FOR GOVERNMENT USE ONLY | | |
|---|---|---|---|---|---|---|
| | Monthly Total | Totals Previously Reported | Totals To Date | Approved Monthly Total | Approved Totals Previously Reported | Approved Totals To Date |
| (1) Independent Contracts: | | | | | | |
| Drilling | 3125.12 | 3887.63 | 7012.75 | | | |
| standby | 95.00 | 0.00 | 95.00 | | | |
| Crosscutting | | | | | | |
| Drifting | | | | | | |
| Fixed Unit costs | 986.88 | 1227.67 | 2214.55 | | | |
| (2) Labor and Supervision: | | | | | | |
| Labor | | | | | | |
| Supervision | | | | | | |
| Technical Services | | | | | | |
| (3) Operating Mat'ls. and Supplies: | | | | | | |
| Timber | | | | | | |
| Explosives | | | | | | |
| Pipe | | | | | | |
| Track | | | | | | |
| (4) Operating Equipment: | | | | | | |
| Rental | | | | | | |
| Purchase | | | | | | |
| Depreciation | | | | | | |
| (5) Initial Rehabilitation and Repairs | | | | | | |
| (6) New Bldgs., Improvements, etc. | | | | | | |
| (7) Miscellaneous: | | | | | | |
| Repairs to Equipment | | | | | | |
| Sampling and Analysis | none | 83.12 | 83.12 | | | |
| Payroll Taxes | | | | | | |
| Liability Insurance | | | | | | |
| (8) Contingencies (specify): | | | | | | |
| TOTALS | 4207.00 | 5198.42 | 9405.42 | 4207.00 | 5,198.42 | 9,405.42 |
| | | | | | 58.00 | 58.00 |
| | | | | | 5,140.42 | 9,347.42 |

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 12/16/58 *Payee Balboa Mining & Development Co.

Per James Edson Title Sec. Treas.

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

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

Previously disallowed (Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

4207.00 5,140.42 9,347.42

$ 2353.50

Signature [illegible]
(Authorized Certifying Officer)

Date 1-16-59 Vou. No. DMA-59-80
(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Idm-E1178 in accordance with the terms of the contract.

Signature Milton H Marshall Title Mining Engineer Date 1/6/59

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature E M Hardman Title Executive Officer Date JAN 8 1959

# MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

*Preparation of Form MF-104—Operator's Monthly Report and Voucher.*—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)"; followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1962)

Budget Bureau No. 42-R1151.2

JAN 19 1959
O.M.E.

# UNITED STATES
# DEPARTMENT OF THE INTERIOR
## DEFENSE MINERALS EXPLORATION ADMINISTRATION
# OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of November 1958 Docket No. DMEA 4889 Contract No. Idm E-1178

Operator's Name Balboa Mining & Development Company Minerals Uranium

Address P. O. Box 861, Grand Junction, Colorado

| OPERATION | Unit | Costs This Month | Units This Month | Costs to Date | Units to Date | Unit Costs to Date | Authorized by Contract: Units | Authorized by Contract: Unit Costs |
|---|---|---|---|---|---|---|---|---|
| STAGE I | | | | | | | | |
| Rotary, non core drill | ft. | | | 3887.63 | 5115.3 | 0.76 | 498.0 | 2.25 |
| standby | hr. | | | 0.00 | 0.0 | --- | 10.5 | 14.00 |
| Chem analyses | spl. | | | 83.12 | 25 | 3.32½ | 105 | 5.00 |
| Incid. allow. | ft. | | | 1227.67 | 5115.3 | 0.24 | 4980 | 0.24 |
| Winzes | | | | | | | | |
| Drilling: Core | | | | | | | | |
| STAGE II | | | | | | | | |
| Rotary Non core Drill | ft. | 3125.12 | 4112 | 3125.12 | 4112 | 0.76 | 5000 | $ 0.76 |
| Auger standby | hr. | 95.00 | 9.5 | 95.00 | 9.5 | 10.00 | 10.5 | 10.00 |
| Chem analyses | spl. | none | none | none | none | none | 105 | 5.00 |
| Incid allow | ft. | 986.88 | 4112 | 986.88 | 4112 | 0.24 | 5000 | 0.24 |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| Total Distributed Costs | | 4207.00 | | 4207.00 | | | | Total Costs Authorized by Contract |
| | | | | 5198.42 | Sta e I | | | |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc. | | | | | | | | |
| Total Costs | | 4207.00 | | 9405.42 | | | | |

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Remarks:

Date 12/16/58 Operator Balboa Mining & Development Co.

Per James Edson Jr. Title Sec. Treas.

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

(Instructions on reverse)

(For Government use only)

MMarshall

## INSTRUCTIONS

*Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.*—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION III

Administrative Audit Difference Statement

[redacted]

Date: [redacted]
Payee's Reference: [redacted]

Idm E-1178

[redacted]

Upon examination of the above Payee's Reference a difference was found which made it necessary to suspend your account accordingly:

| | | |
|---|---|---|
| Amount Claimed | $ | [redacted] |
| Difference | $ | [redacted] |
| Amount Approved | $ | [redacted] |

The reason for the difference was due to:

[redacted]

Any reclaim for deductions made above must be supported by the ORIGINAL of this form.

Very sincerely yours,

RRC

[redacted] [redacted]
N. E. Stokes
Audit Section

R-III-B & F Form No. 4
4-15-52 D

FINAL DISTRIBUTION
MADE JAN 16 1959

20th New Customhouse
Denver 2, Colorado
January 8, 1959

| EXTRA COPY O. M. E. RECEIVED JAN 19 1959 | | |
|---|---|---|
| DATE | INITIALS | CODE |
| 1-19 | C | 229 |
| | | 800 |
| | | |
| | | |
| | | |

Memorandum

To: T. A. Christensen

From: Executive Officer, MMB Field Team, Region III

Subject: Docket No. MMB 4889 (Renewal) Contract Ida-21178 Balboa Mining and Development Company, (Lemon property) Crook County, Wyoming - Operator's Monthly Progress Report for the month of November, 1958

Enclosed are the original and four copies each of Forms MF-104 and MF-104A, Operator's Narrative Report, and Engineer's Report for the above period.

All of the work performed during November 1958, was on fixed unit costs as provided under Amendment No. 1 to the contract, therefore, documentation of the reported costs is not required. We consider that the Operator has complied with the intent of the contract and the work for which payment is recommended is acceptable to the Government. We recommend that payment be made to the Operator for 50 percent of the amount reported on Form MF-104 subject to your verification of applicable rates and arithmetical accuracy within the report, in addition to the following reinstatement to be made:

Reinstate the amount of $250.00 which was withheld from reimbursement to the Operator in processing the August, 1958 voucher.

Reconciliation With Amount Reported by the Operator on Form MF-104 for the month of November, 1958

| | |
|---|---|
| Amount reported on Form MF-104 for November, 1958 | $4207.00 |
| Government participation at 50 percent | 2103.50 |
| Amount to be reinstated | 250.00 |
| Balance due the Operator | $2353.50 |

REMARKS:

Date of Report----------December 16, 1978
Date Received in Field Office----------January 3, 1979
Date Received in Region Office----------January 7, 1979

Signed by
E. N. HARSHMAN
for J. W. Townsend

Enclosures

JWT:hmk

cc: Chm. Op. Comp. (2)
Marshall, OSH/DFC
MF-104 file, Reg. XIII
Harshman } w/copy of
Cooper } Engr's Report
Chron

OME
DEPARTMENT OF THE INTERIOR

JAN 7 1959
REGION III
DENVER, COLORADO

Jan. 6, 1959

Memorandum

To: Executive Officer, OME Field Team, Region III

From: Milton H. Marshall

Subject: Docket No. DMEA 4809 (Uranium) Contract IAm-K1178,
Dalbea Mining and Development Company (Layman property)
Crook County, Wyoming -- Progress report for November 1958

Enclosed are the original and four copies of Forms MF-104 and 104A. The required supporting data is attached with the exception of a map showing the location of holes drilled in November. However, the December report being processed at the same time as this report contains a map which shows the location of holes drilled in November. Under the circumstances, it is recommended that the Government accept the map in the December report as satisfactory in fulfilling the requirements of the November report.

The results of work reported for which reimbursement is claimed was inspected December 4, 1958. No one was at the property at the time of the inspection.

Recommendation is made for reimbursement of 50 percent of reported costs and reinstatement of the amount of $250.00 withheld from reimbursement to the operator on MF-104 voucher for August 1958.

Milton H. Marshall
Milton H. Marshall
Mining Engineer

MHM
mr
cc: 6
IAm-K1178
chron

Balboa Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

December 16, 1958

Progress Report, November, 1958
Docket No. DMEA 4889 (Uranium)
Contract No. Kdm-X1178
Layman Property
Crook County, Wyoming

DRILLING PROGRESS:

A total of 4112 feet was drilled during the November reporting period with the drilling of Phase II commencing on November 11, 1958. Holes No. 22 through No. 29 were completed as authorized by contract, and Holes No. 30 through No. 39 were completed as authorized by verbal approval. Hole No. 25 could not be drilled below 202 feet since none of the material added to the drill mud maintained circulation, so it was moved 20 feet N. 65° E. of the original location and completed as No. 25-X.

GEOLOGY AND MINERALIZATION:

Hole No. 22 probed 9.5 feet of 0.30% $U_3O_8$ from 196.5 to 206.0 and 1 feet of 0.18 $U_3O_8$ from 215 to 216 feet. Hole No. 23 was slightly mineralized at 217 feet. Hole No. 24 probed 3.5 feet of 0.21% $U_3O_8$ from 199 to 202.5 feet and 1 feet of 0.09 $U_3O_8$ from 213 to 214 feet. Hole No. 25-X was slightly mineralized at 214.5 feet. Hole No. 26 was mineralized from 194 to 205 feet depth with the principal zone of interest between 197.5 to 200.00 feet (2½ feet) probing 0.23% $U_3O_8$. Holes No. 27, 28, and 29 were drilled to follow mineralization indicated by Hole No. 12-X drilled during Phase I. Hole No. 27 probed 1 feet of 0.10% $U_3O_8$. Hole No. 28 was slightly mineralized at 175 feet and Hole No. 29 was barren.

Holes 30, 31 and 32 were drilled as westerly stepouts from No. 22 and all were barren. Hole No. 33, a northeast stepout from No. 24, probed in excess of 1% $U_3O_8$

at a depth of 186.5 feet with the 4 foot interval 184.5 to 188.5 feet averaging 0.58 $U_3O_8$. Hole No. 34 to the east of No. 24 had only a trace of mineralization at 210 feet. Hole No. 35 to the north of No. 24 probed 0.39% $U_3O_8$ over an 8 feet interval from 189 to 197 feet, and also probed 0.26% $U_3O_8$ from 206.5 feet to 210.5 feet (4.0 feet). Hole No. 36 was slightly mineralized at 194 feet. Hole No. 37 had some mineralization at 198 feet. Hole No. 38 probed some mineralization at 173 feet and 183 feet. Hole No. 39 was also slightly mineralized at a depth of 187 feet.

A commercial ore deposit north and east of the old A.E.C. hole No. 746 is now indicated and will be checked by further closely spaced core holes in the future.

Lithologic logs, probe and assay information and copies of the final map are enclosed.

Respectfully submitted,

BALDOA MINING & DEVELOPMENT CO.

By: D. James Edson, Jr.

D. James Edson, Jr.,
Geologist

Encl:

Form MF-104 (Rev.)
(April 1952)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DMEA
Budget Bureau No. 42-R1036.5

RECEIVED
DEPARTMENT OF THE INTERIOR
SEP 12 1958
REGION III
DENVER, COLORADO

# OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August, 1958 Docket No. DMEA 4889 Contract No. Idm-E1178
Operator's Name Balboa Mining and Development Company Minerals Uranium
Address P. O. Box 861, Grand Junction, Colorado
Contract Amount, $ 26,194.00 Government Participation: 50 % Amount, $ 13,097.00

| ITEMS OF COSTS | FOR OPERATOR'S USE | | | FOR GOVERNMENT USE ONLY | | |
|---|---|---|---|---|---|---|
| | Monthly Total | Totals Previously Reported | Totals To Date | Approved Monthly Total | Approved Totals Previously Reported | Approved Totals To Date |
| (1) Independent Contracts: | 848.16 | 3,039.47 | 3,887.63 | | | |
| Drilling | | | | | | |
| Bulldozing | | | | | | |
| Crosscutting | | | | | | |
| Drifting | | | | | | |
| Fixed unit costs | 267.84 | 959.83 | 1,227.67 | | | |
| (2) Labor and Supervision: | | | | | | |
| Labor | | | | | | |
| Supervision | | | | | | |
| Technical Services | | | | | | |
| (3) Operating Mat'ls. and Supplies: | | | | | | |
| Timber | | | | | | |
| Explosives | | | | | | |
| Pipe | | | | | | |
| Track | | | | | | |
| (4) Operating Equipment: | | | | | | |
| Rental | | | | | | |
| Purchase | | | | | | |
| Depreciation | | | | | | |
| (5) Initial Rehabilitation and Repairs | | | | | | |
| (6) New Bldgs., Improvements, etc. | | | | | | |
| (7) Miscellaneous: | | | | | | |
| Repairs to Equipment | | | | | | |
| Sampling and Analysis | 36.57 | 46.55 | 83.12 | | | |
| Payroll Taxes | | | | | | |
| Liability Insurance | | | | | | |
| (8) Contingencies (specify): | | | | | | |
| TOTALS | 1,152.57 | 4,045.85 | 5,198.42 | 1150.57 | 4045.85 | 5196.42 |
| | | | | 11 | 56.00 | 56.00 |
| | | | | 398985 | | 514042 |

I certify that the above bill is correct and just and that payment therefor has not been received.

Date Sept. 11, 1958 *Payee BALBOA MINING & DEVELOPMENT CO.

Per James Edson Jr. Title Secretary-Treasurer

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

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

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of

$ 325.28

Signature RRW
(Authorized Certifying Officer)

Date 10/10/58 Vou. No. DMEA-59-48
(See other side)

1 Previous disallowance

(For Government use only)

**CERTIFICATION BY GOVERNMENT REPRESENTATIVE:**

**I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals** Exploration Administration project under Contract No. DMEA 1178 in accordance with the terms of the contract.

Signature E. Bunyan (8576.28) Title Mining Engineer Date Sept. 19, 1958

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE Checked for Engineering Allowability

Signature E. M. Hinchman Title acting Executive Officer Date OCT 7 1958

# MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(*a*) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(*b*) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(*c*) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

*Preparation of Form MF-104—Operator's Monthly Report and Voucher.*—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

RECEIVED OCT 13 1958 D.M.E.

DMEA
DEPARTMENT OF THE INTERIOR
SEP 12 1958
REGION III
DENVER, COLORADO

# OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 1958 Docket No. DMEA 4889 Contract No. Idm-E1178

Operator's Name Balboa Mining & Development Company Minerals Uranium

Address P. O. Box 861, Grand Junction, Colorado

| OPERATION | UNIT | COSTS THIS MONTH | UNITS THIS MONTH | COSTS TO DATE | UNITS TO DATE | UNIT COSTS TO DATE | AUTHORIZED BY CONTRACT | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | Units | Unit Costs |
| Rotary Non-Core drill | ft. | 848.16 | 1116.0 | 3887.63 | 5115.3 | 0.76 | 4980 | 2.25 |
| Standby | hr. | 0.00 | 0 | 0.00 | 0 | --- | 10.5 | 14.00 |
| Chem Analyses | spl. | 36.57 | 11 | 89.12 | 25 | | 105 | 5.00 |
| Incid. Allow. | ft. | 267.84 | 1116.0 | 1227.67 | 5115.3 | 0.24 | 4980 | 0.24 |
| Winzes | | | | | | | | |
| | | | | STAGE II | | | | |
| Rotary Non-core drill | ft. | | | | | | 5000 | 2.25 |
| Standby | hr. | | | | | | 10.5 | 14.00 |
| Chem Analyses | spl. | | | | | | 105 | 5.00 |
| Incid. Allow. | ft. | | | | | | 5000 | 0.24 |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| TOTAL DISTRIBUTED COSTS | | 1152.57 | | 5198.42 | | | | TOTAL COSTS AUTHORIZED BY CONTRACT |
| Operating Equipment Purchased | | None | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc. | | | | | | | | |
| TOTAL COSTS | | 1152.57 | | 5198.42 | | | | |

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

REMARKS:

Date September 11, 1958 Operator Balboa Mining & Development Co.

Per [signature] Title Secretary-Treasurer

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

(Instructions on reverse)

[signature]

(For Government use only)

## INSTRUCTIONS

*Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.*—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

EXTRA COPY
O. W. E.
RECEIVED OCT 13 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | ~~700~~ 800 |

FINAL DISTRIBUTION MADE OCT 10 1958

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION III

Administrative Audit Difference Statement

Balboa Mining & Development Co.
Post Office Box 661
Grand Junction, Colorado

Date: October 10, 1958
Payee's Reference: August 1958

Gentlemen:

Upon examination of the above Payee's Reference a difference was found which made it necessary to suspend your account accordingly:

| | | |
|---|---|---|
| Amount Claimed | $ | 1,152.57 |
| Difference | $ | 2.00 |
| Amount Approved | $ | 1,150.57 |

The reason for the difference was due to:

Hole No. 21 drilled 12 feet into Morrison formation. Contract allows a maximum of 10 feet; therefore, disallowance is made for cost of 2 feet non-core drilling @ $0.76 per foot plus incidental allowance of $0.24 per foot.

Withhold $250.00.

Any reclaim for deductions made above must be supported by the ORIGINAL of this form.

Very sincerely yours,

N. ~~[illegible]~~
Audit ~~[illegible]~~

Handel R. Cooper
Authorized Certifying Officer

R-III-B & F Form No. 4
4-15-52 D

224 New Customhouse
Denver 2, Colorado
October 7, 1958

Memorandum

To: T. A. Christensen

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

Subject: Docket No. DMEA 4889 (Uranium) Contract Idm-K1178, Balboa Mining and Development Co., (Layman property, Thorveridge) Crook County, Wyoming - Operator's Monthly Progress Report for the month of August, 1958

Enclosed are the original and four copies each of Forms MF-104 and MF-104A, Operator's Narrative Report, and Engineer's Report for the above period.

The work is being performed partly under independent subcontract, and partly at fixed unit costs. The drilling rates are as low or lower than the rates contained in the lowest and best bid submitted with the application. Under the circumstances, the rates for the work performed under independent subcontract are considered to be reasonable.

Except as otherwise indicated below, we consider that the Operator has complied with the intent of the contract, and the work for which payment is recommended is acceptable to the Government. Payment is recommended on the following basis contingent on your verification of the correctness of applicable rates and arithmetical accuracy of computations.

<u>Disallowance, Drilling & Incidental Allowance</u>

Review of the lithologic logs submitted by the Operator reveals that hole No. 21 was drilled 12 feet into the Morrison formation. The contract allows a maximum penetration of 10 feet into the Morrison formation, therefore, the reported cost, including Incidental Allowance for 2 feet of excess drilling is to be disallowed, as follows:

Disallow, reported cost for 2 feet non-core drilling, at $0.76 per foot ---------- $ 1.52

Disallow, reported cost of Incidental Allowance for 2 feet of drilling, at $0.24 per foot ---------- $ 0.48

Total amount to be disallowed ---------- $ 2.00

Withhold an amount of $250.00 pending possible additional work under the contract. If additional work is not approved by the Government, the amount of $500.00 shall continue to be withheld pending resolution of matters prerequisite to closing the account. Work under Stage I is completed.

Reconciliation With Amount Reported by the Operator on Form MF-104 for August, 1958

| | |
|---|---|
| Amount reported on Form MF-104 for August, 1958 ---------- | $1152.57 |
| Amount to be disallowed ---------- | 2.00 |
| Acceptable cost for August, 1958 ---------- | $1150.57 |
| Government participation at 50 percent ---------- | $ 575.29 |
| Amount to be withheld ---------- | 250.00 |
| Balance due the Operator ---------- | $ 325.29 |

Remarks:

Date of Report ---------- September 11, 1958
Date Received in Field Office ---------- September 15, 1958
Date Received in Region Office ---------- September 22, 1958

Original signed by
E. N. HARSHMAN
E. N. Harshman

Enclosures

JBC:bmh

cc: 1-Chmn. Op. Comm. (2)
Binyon, CMK/BFC
MF-104 file, Reg. III
Harshman } w/copy of
Cooper } Engr's Report
Chron

REGION III

ome, Reg. 3
SEP 22 1958

Building 20
Bureau of Mines
Denver Federal Center
Denver 2, Colorado
September 19, 1958

To: Executive Officer, OME

From: E. O. Bingen

Subject: Docket No. [illegible] 4089 (Uranium), Contract Ide-[illegible]178
Balfour Mining and Development Co., (Lagunna Property, Thermopolis)
Greek County, Wyoming -- Progress report for August 1958.

An inspection of the work completed during the subject period was made August 5, 1958. Albert F. Sheick, geologist for the company, was at the property and one drill was in operation at the time of the inspection.

The four holes with a total aggregate depth of 1116 feet and an average depth of 279 feet per hole were located as shown on the operators map and the depths were as reported. None of the holes encountered ore grade mineralization. However in 3 of the holes--No. 19, 20, and 21--one-half foot to 1.5 feet of mineralized material (.03 to .04 percent $eU_3O_8$) was encountered at depths ranging from 170 to 279.0 feet.

| Hole No. | Depth | Depth of Mineralization | $eU_3O_8$ |
|---|---|---|---|
| 19 | [illegible] | 272.5 - 274 | 0.03 |
| 20 | | 278 - 279 | 0.04 |
| 20 | 279 | 241.5 - [illegible] | [illegible] |
| 21 | [illegible] | 169.5 - 170 | 0.03 |

These 4 holes complete the drilling under Stage I. A geiger counter check of the cuttings indicated slightly less than probe readings above.

A check of the MF-104 and 104A forms found them to be correct and the amounts claimed for drilling and analyses are properly documented.

It is recommended that the operator be paid $576.28 or the Government's share at 50 percent of $1152.57 the amount claimed.

Since it is doubtful that any Stage II drilling will be approved it is suggested that $500 be withheld pending approval of some Stage II drilling or receipt of a final report.

One copy of the map and the logs have been retained in this office.

The contract expires December 1, 1958

E. O. Bingen
E. O. Bingen
Mining Engineer

EOB:ms
cc: 6
[illegible]-2
Chron

Balboa Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

September 9, 1958

Progress Report, August, 1958
Docket No. DMEA 4889 (Uranium)
Contract No. Idm-X1178
Laymen Property
Crook County, Wyoming

DMEA
DEPARTMENT OF THE INTERIOR
SEP 12 1958
REGION III
DENVER, COLORADO

**DRILLING PROGRESS:**

A total of 1116.0 feet was drilled during the August reporting period with the first five days of the period entirely devoted to drilling. Holes No. 18 through 21 were completed and this finished the Phase I of the DMEA Contract. Total footage drilled on all 21 holes was 5115.3 feet.

**GEOLOGY AND MINERALIZATION:**

Hole No. 18 was barren. Hole No. 19 probed some 0.02-0.03% $U_3O_8$ from 272.5-274.0 and a little mineralization at or near the contact with the underlying Morrison. Hole No. 20 showed a slight increase in count at 242.0 feet which was in a dark gray mudstone unit but count and thickness was not significant. Hole No. 21 showed slight increase in count at 170.0 and again at 272.0-272.5 feet. The count at 170.0 is 0.03% $U_3O_8$ at best and is in the upper Lakota sandstone unit. There was a little orange staining in this unit at the interval 170.0-176.0 feet. The slight count at 272.0-272.5 feet lies near the Lakota-Morrison contact and seems to be a common occurrence in this area, but apparently it has no relationship to orebodies in this district.

Lithologic logs, probe, and progress map are enclosed.

Respectfully submitted,

BALBOA MINING AND DEVELOPMENT COMPANY

By Albert F. Stoick
hos
Albert F. Stoick
Mining Engineer

AFS:ep

Enclosure

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

# UNITED STATES
## DEPARTMENT OF THE INTERIOR
### DEFENSE MINERALS EXPLORATION ADMINISTRATION
# OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of July, 1958 Docket No. DMEA 4889 Contract No. Idm-E 1178
Operator's Name Balboa Mining and Development Company Minerals Uranium
Address P. O. Box 861, Grand Junction, Colorado
Contract Amount, $ 26,194.00 Government Participation: 50 % Amount, $ 13,097.00

| ITEMS OF COSTS | FOR OPERATOR'S USE: Monthly Total | Totals Previously Reported | Totals To Date | FOR GOVERNMENT USE ONLY: Approved Monthly Total | Approved Totals Previously Reported | Approved Totals To Date |
|---|---|---|---|---|---|---|
| (1) Independent Contracts: | | | | | | |
| Drilling | 2085.44 | 954.03 | 3039.47 | | | |
| Bulldozing | | | | | | |
| Crosscutting | | | | | | |
| Drifting | | | | | | |
| Fixed Unit Costs | 658.56 | 301.27 | 959.83 | | | |
| (2) Labor and Supervision: | | | | | | |
| Labor | | | | | | |
| Supervision | | | | | | |
| Technical Services | | | | | | |
| (3) Operating Mat'ls. and Supplies: | | | | | | |
| Timber | | | | | | |
| Explosives | | | | | | |
| Pipe | | | | | | |
| Track | | | | | | |
| (4) Operating Equipment: | | | | | | |
| Rental | | | | | | |
| Purchase | | | | | | |
| Depreciation | | | | | | |
| (5) Initial Rehabilitation and Repairs | | | | | | |
| (6) New Bldgs., Improvements, etc. | | | | | | |
| (7) Miscellaneous: | | | | | | |
| Repairs to Equipment | | | | | | |
| Sampling and Analysis | none | 46.55 | 46.55 | | | |
| Payroll Taxes | | | | | | |
| Liability Insurance | | | | | | |
| (8) Contingencies (specify): | | | | | | |
| TOTALS | 2744.00 | 1301.85 | 4045.85 | 2688.00 | 1301.85 | 3,989.85 |

DMEA
DEPARTMENT OF THE INTERIOR
AUG 29 1958
REGION III
DENVER, COLORADO

I certify that the above bill is correct and just and that payment therefor has not been received.
Date 8/14/58 *Payee Balboa Mining & Development Company
Per D. James Edson, Jr. Title Secretary-Treasurer

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

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

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:
$ 1344.00
Signature
(Authorized Certifying Officer)
Date 9/25/58 Vou. No. DMA 59-41
(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. DMA E1178 in accordance with the terms of the contract.

Signature E. Bunyon ($ 137.00) Title Mining Engineer Date Sept. 9, 1958

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE

Checked for Engineering Allowability

Signature [illegible] Title acting Executive Officer Date SEP 24 1958

# MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

*Preparation of Form MF-104—Operator's Monthly Report and Voucher.*—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form M-4-104A
(April 1952)

Budget Bureau No. 42-R1151.2

RECEIVED SEP 29 1958 D.M.E.A.

# UNITED STATES
# DEPARTMENT OF THE INTERIOR

## DEFENSE MINERALS EXPLORATION ADMINISTRATION

# OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of July 1958 Docket No. DMEA 4889 Contract No. Idm-E 1178
Operator's Name Balboa Mining and Development Company Minerals Uranium
Address P. O. Box 861, Grand Junction, Colorado

| OPERATION | UNIT | COSTS THIS MONTH | UNITS THIS MONTH | COSTS TO DATE | UNITS TO DATE | UNIT COSTS TO DATE | AUTHORIZED BY CONTRACT | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | Units | Unit Costs |
| | | | | STAGE I | | | | |
| Rotary, Non-Core drill | Ft. | 2085.44 | 2744.0 | 3039.47 | 3999.3 | 0.76 | 4980 | 2.25 |
| Standby | Hr. | 0.00 | 0 | 0.00 | 0 | --- | 10.5 | 14.00 |
| Chem. Analyses | Spl. | 0.00 | 0 | 46.55 | 14 | 3.325 | 105 | 5.00 |
| Incid. Allow | Ft. | 658.56 | 2744.0 | 959.83 | 3999.3 | 0.24 | 4980 | 0.24 |
| | | | | STAGE II | | | | |
| Rotary Non-core drill | Ft. | | | | | | 5000 | 2.25 |
| Standby | Hr. | | | | | | 10.5 | 14.00 |
| Chem. Analyses | Spl. | | | | | | 105 | 5.00 |
| Incid. Allow. | Ft. | | | | | | 5000 | 0.24 |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| TOTAL DISTRIBUTED COSTS | | 2744.00 | | 4045.85 | | | | TOTAL COSTS AUTHORIZED BY CONTRACT |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc | | | | | | | | |
| TOTAL COSTS | | 2744.00 | | 4045.85 | | | | |

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Date August 14, 1958 Operator Balboa Mining & Development Company

Per James Edin Jr. Title Secretary-Treasurer

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

REMARKS:

(Instructions on reverse)

(For Government use only)

E O Bunyon

## INSTRUCTIONS

*Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.*—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

FINAL DISTRIBUTION

MADE SEP 26 1958

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
REGION III

Administrative Audit Difference Statement

EXTRA COPY
DMEA
RECEIVED SEP 29 1958

| DATE | INITIALS | CODE |
|---|---|---|
| 9/29 | Com | 100 |
| | | 800 |
| | | |
| | | |

Balboa Mining & Development Co.
Post Office Box 861
Grand Junction, Colorado

Date: September 25, 1958

Payee's Reference: July 1958

Gentlemen:

Upon examination of the above Payee's Reference a difference was found which made it necessary to suspend your account accordingly:

Amount Claimed $ 2,744.00

Difference $ 56.00

Amount Approved $ 2,688.00

The reason for the difference was due to:

Disallowance -- Excess Non-core Drilling

Several of the holes completed during July 1958, were drilled in excess of the contract provision which states that Stage I holes Nos. 3 through 14 shall not penetrate more than 10 feet into the gray to blue-gray sandstone which lies between the upper and lower potential uranium-bearing sandstone beds of the Lakota formation.
All drilling in holes 6 and 9 is administratively determined to be allowable due to difficulty of establishing the bottom contact of the upper sandstone unit, Lakota formation. Excess drilling in the following holes is to be disallowed as recommended by geologist.

(CONTINUED ON THE ATTACHED SHEET)

Any reclaim for deductions made above must be supported by the ORIGINAL of this form.

Very sincerely yours,

N. E. Stokes
Audit Section

R-III-B & F Form No. 4
4-15-52 D

Balboa Mining & Development Co.

| Hole No. | Operator's depth to bottom of CORE | Depth drilled | Disallowance feet |
|---|---|---|---|
| 7 | 204 feet | 238 feet | 24 feet |
| 8 | 212 " | 230 " | 8 " |
| 10 | 188 " | 202 " | 4 " |
| 12 | 178 " | 190 " | 2 " |
| 13 | 182 " | 200 " | 8 " |
| 14 | 180 " | 200 " | 10 " |
| | | Total | 56 feet |

Disallowed the reported costs, including Incidental Allowance for 56 feet of excess non-core drilling ----------$56.00

228 New Customhouse
Denver 2, Colorado

Sept. 24, 1958

Memorandum

To: W. A. Christmann

From: Office of Minerals Exploration, Region XII

Subject: Contract [illegible] (Premium) Contract [illegible],
Dalton Mining and Development Company, (Layman property)
Crook County, Wyoming - Operator's Monthly Progress
Report for the month of July, 1958

Enclosed are the original and four copies each of Forms MF-104 and MF-104A, Operator's Narrative Report, and Engineer's Report for the above period.

Also enclosed are the original and four copies of a memorandum dated September 18, 1958, from R. E. Hutchison, Geologist, Geological Survey, which contains remarks for disallowance of excess footage drilled in six of the reported drill holes.

The work is being performed partly under independent subcontract, and partly at fixed unit costs. The drilling rates are equal or lower than the rates contained in the lowest and best bid submitted with the application. Under the circumstances, the rates for the work performed under independent subcontract are considered to be reasonable.

Except as otherwise indicated below, we consider that the Operator has complied with the intent of the contract, and the work for which payment is recommended is acceptable to the Government. Payment is recommended for 50 percent of the amount reported on Form MF-104 for July, 1958, contingent on your verification of the correctness of applicable rates and arithmetical accuracy of computations.

<u>Disallowance - Excess Non-core Drilling</u>

Several of the holes completed during July 1958, were drilled in excess of the contract provision which states that Stage I holes Nos. 1 through 15 shall not penetrate more than 10 feet into the gray to blue-gray mudstone which lies between the upper and lower potential uranium-bearing sandstone beds of the Lakota formation.

All drilling in holes 6 and 9 is administratively determined to be allowable due to difficulty of establishing the bottom contact of the upper sandstone unit, Lakota formation. Excess drilling in the following holes is to be disallowed as recommended by geologist.

| Hole No. | Operator's depth to bottom of CSGS | Depth drilled | Disallowance feet |
|---|---|---|---|
| 7 | 204 feet | 238 feet | 34 feet |
| 8 | 212 " | 230 " | 8 " |
| 10 | 188 " | 202 " | 4 " |
| 12 | 178 " | 190 " | 2 " |
| 13 | 182 " | 200 " | 8 " |
| 14 | 180 " | 200 " | 10 " |
| Total | | | 56 feet. |

Disallow the reported costs, including Incidental Allowance for 56 feet of excess non-core drilling ---------- $ 56.00

Reconciliation with Amount Reported by the Operator on Form MF-104 for the month of July, 1958

Amount reported on Form MF-104 for July, 1958 ---------- $2744.00
Amount to be disallowed ---------- 56.00
Acceptable cost for July, 1958 ---------- $2688.00

Government participation at 50 percent ---------- $1344.00

Remarks:

Date of Report ---------- August 14, 1958
Date Received in Field Office ---------- September 3, 1958
Date Received in Region Office ---------- September 12, 1958

Original signed by
E. N. HARSHMAN
E. N. Harshman
Acting Executive Officer

Enclosures
EHH:bsh
cc: Chem. Op. Comm. (2)
Bizyon, GRZ/NPC
MF-104 file, Reg. III
Harshman ) w/copy of
Cooper ) Engr's Report
Chrest

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

DMEA
DEPARTMENT OF THE INTERIOR
SEP 19 1958
REGION III
DENVER, COLORADO

Denver Federal Center
Denver, Colorado

September 18, 1958

Memorandum

To: Acting Executive Officer, OME, Region III

From: E. N. Harshman

Subject: DMEA Docket 4889 (Uranium), Contract Idm-E 1178, Balboa Mining and Development Company (Laymon Property), Crook County, Wyoming

As requested in your memorandum of September 15, 1958, I have reviewed the operator's July 1958 progress report and the engineer's narrative report in order to determine conformance of the drilling with contract specifications.

You will note at the top of each log a summary which includes a heading OBSS. In each case I concur with the operator's determinations of the depths to the top and bottom of the ore-bearing sandstone which corresponds to the upper sandstone unit of the Lakota formation referred to in the contract.

The contract states that Stage I Holes Nos. 3 through 14 "shall not penetrate more than 10 feet into the gray to blue gray mudstone which lies between the upper and lower potential uranium-bearing sandstone beds of the Lakota formation", and that Holes Nos. 1, 2, and 15 through 21 "shall not penetrate more than 10 feet into the underlying Morrison formation". On the basis of these depth limitations and the depths of

the contacts as determined by the operator and shown on the logs, displacements could be made as follows:

| Hole No. | Operator's depth to bottom of [illegible] | Depth drilled | Displacement |
|---|---|---|---|
| * 6 | 212 feet | 242 feet | 30 feet * |
| 7 | 246 " | 258 " | 12 " |
| 8 | 212 " | 230 " | 8 " |
| * 9 | 188 " | 208 " | 10 " * |
| 10 | 192 " | 202 " | 4 " |
| 11 | 198 " | 202 " | --- |
| 12 | 178 " | 190 " | 8 " |
| 13 | 182 " | 192 " | 8 " |
| 14 | 180 " | 200 " | 10 " |

| Hole No. | Operator's depth to bottom | Depth drilled | Displacement |
|---|---|---|---|
| 25 | 260 | 272 | --- |
| 26 | 272 | 280 | --- |
| 27 | 270 | 280 | --- |

* no displacement recommended.

Although the displacement tabulated above and by supported by the operator's logs I question the propriety of a 30-foot displacement in Hole No. 6 and a 10-foot displacement in Hole No. 9. In Hole No. 9 the upper sandstone is underlain by 22 feet of interbedded sandstone and

sandstone, and at the time the hole was being drilled determination of the bottom of the upper sandstone unit was substantially difficult. In Hole No. 9 the upper sandstone is underlain by 16 feet of sandy siltstone and sandstone and similarly this contact may have been difficult to recognize.

In summary I recommend that Holes Nos. 6, 9, 11, 15, 16, 17 be approved for payment as drilled and that disallowances for Holes Nos. 7, 8, 10, 12, 13, and 14 be made as shown in the above tabulation.

Original signed by
E. N. HARDMAN

E. N. Hardman
Geologist

ENHardman:mp

DMEA
DEPARTMENT OF THE INTERIOR

REGION III

SEP 12 1958
REGION III
DENVER, COLORADO

Building 20
Denver Federal Center
Denver 2, Colorado
Sept. 11, 1958

Memorandum

To: Alternate Acting Executive Officer, DMEA Field Team, Reg. III

From: E. G. Bingam

Subject: Docket No. DMEA 4609 (Uranium) Contract Nbr-41176, Sullivan Mining and Development Co. (Lagoon Property) Crook County, Wyoming -- Progress report for July 1958

An inspection was made of the work completed during the subject period on August 5, 1958. Albert F. Sheick, geologist for the company, was on the property, and one drill rig was in operation at the time of the inspection.

Hole locations and depths were checked and were found to be as shown on the operator's map and in the report. Eleven holes with a total footage of 2764 were drilled. A check of the cuttings from all holes was made and the results corresponded to probe results. Only two holes showed ore grade (0.10 percent eU3O8) or better. In hole 6 at depths 218 to 219 and 248.5 to 255.5 the counter showed about .10% eU3O8 for the samples. The difference between counter and probe results was caused by the samples being taken wet. Hole 16 had 1 foot of about 0.15% eU3O8 at depth 270-271 and in the upper Lakota. Hole 13 was drilled to a depth of 278 feet but could be proved to only 195.5 feet. From a check of the cuttings, and information from the company geologist who was present while the hole was being drilled, it is believed that the purpose of the hole was accomplished and that the contract provision pertaining to payment for holes not logged can be waived.

It was noted that in Holes 6 through 14 the operator has drilled some of these holes to varying depths below what might appear to be the correct depth, that is, 10 feet into a sandstone underlying the upper sandstone of the Lakota. In most instances, it is extremely difficult to determine the exact top of the upper Lakota because of the grading of the overlying siltstones into the sandstone. Another factor is that the upper Lakota sandstone locally is interwinded with sandstone or siltstones or both. Also the thickness of the sandstone varies considerably; in the 12 holes drilled the thickness ranged from 16 to about 40 feet or an average thickness of about 25 feet. The bottom of the upper Lakota sandstone is also difficult to determine because of the grading from sands to sand or siltstones, the absence of sandstone locally, and the presence of thin

fragments of mudstone or siltstone which are underlain by sandstone. In hole 6, 1 foot of core was found at depth 885.5 or 7 feet below a sandstone-siltstone and sandstone-mudstone contact that was underlain by a sandstone. The operator drilled 8 feet below the sandstone into a siltstone.

Based on the foregoing, it is believed that the drilling has been done within reasonable limits of the terms of the contract and therefore, payment for any apparent excess drilling is justified.

The MF-104 and 104A forms were checked and found to be correct. Reconciliation of the drilling is submitted with the report. It is recommended that the operator be paid $1,372.00 or the Government's share of 50 percent of $2,744.00, the total amount claimed.

One copy of the map and logs has been retained in this office. The contract expires Dec. 1, 1958.

E. O. Bergren
E. O. Bergren
Mining Engineer

EOB/ar
enc: 6
Min-Min78
cbrom

Balboa Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

August 27, 1958

Progress Report, July, 1958
Docket No. DMEA 4889 (Uranium)
Contract No. Idm-E1178
Laymon Property
Crook County, Wyoming

**DRILLING PROGRESS:**

A total of 2744.0 feet was drilled during the July reporting period with 15 days of the period entirely or partially devoted to drilling. Holes No. 6 through 17 were completed. Minor mechanical breakdowns on the drilling equipment caused some loss of time and several heavy rain storms caused partial loss of several days. Drilling did not start until the 14th of July due to late return of contractor from a funeral in the family. Also, the contractor had to move in some additional equipment to complete the drilling. Holes 12 and 13 were drilled at their amended locations.

**GEOLOGY AND MINERALIZATION:**

Hole No. 6 contained the greatest amount of mineralization out of all holes drilled during this period. This hole probed mineralization from 208.0 to 227.0 feet, this being in the upper Lakota and in a sandstone-mudstone zone. Green, yellow, and brown stains are visible in some of the mud samples collected. Holes 9, 10, and 11 showed a slight mineralization in the upper Lakota. Hole No. 12 showed mineralization from 166.0 to 176.0 in the upper Lakota. The peak of this probed radioactivity was 0.20%$_a U_3O_8$ at 170.0 to 171.0 feet. Holes 16 and 17 showed very slight mineralization at or near the contact of the Lakota and the underlying Morrison. The remainder of the holes in this series were barren. Holes 15 through 17 were deep holes to test the lower Lakota formation. Lithologic logs, probe, progress map of each hole are enclosed. Assays are not yet available on samples sent in.

Respectfully submitted,

BALBOA MINING AND DEVELOPMENT CO.

By: Albert F. Stoick
Albert F. Stoick
Mining Engineer

AFS:ep

Encl:

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

# UNITED STATES
## DEPARTMENT OF THE INTERIOR
### DEFENSE MINERALS EXPLORATION ADMINISTRATION
# OPERATOR'S MONTHLY REPORT AND VOUCHER

RECEIVED AUG 25 1958 D.M.E.A.

Month of June, 1958 Docket No. DMEA 4889 Contract No. Idm-R1178
Operator's Name Balboa Mining & Development Co. Minerals Uranium
Address P. O. Box 861, Grand Junction, Colorado
Contract Amount, $ 26,194.00 Government Participation: 50 % Amount, $ 13,097.00

| ITEMS OF COSTS | FOR OPERATOR'S USE: Monthly Total | Totals Previously Reported | Totals To Date | FOR GOVERNMENT USE ONLY: Approved Monthly Total | Approved Totals Previously Reported | Approved Totals To Date |
|---|---|---|---|---|---|---|
| (1) Independent ~~Short Form~~ Contracts: | | | | | | |
| Drilling | 954.03 | None | 954.03 | | | |
| Bulldozing | | | | | | |
| Crosscutting | | | | | | |
| Drifting | | | | | | |
| Fixed unit costs | 301.27 | None | 301.27 | | | |
| (2) Labor and Supervision: | | | | | | |
| Labor | | | | | | |
| Supervision | | | | | | |
| Technical Services | | | | | | |
| (3) Operating Mat'ls. and Supplies: | | | | | | |
| Timber | | | | | | |
| Explosives | | | | | | |
| Pipe | | | | | | |
| Track | | | | | | |
| (4) Operating Equipment: | | | | | | |
| Rental | | | | | | |
| Purchase | | | | | | |
| Depreciation | | | | | | |
| (5) Initial Rehabilitation and Repairs | | | | | | |
| (6) New Bldgs., Improvements, etc. | | | | | | |
| (7) Miscellaneous: | | | | | | |
| Repairs to Equipment | | | | | | |
| Sampling and Analysis | 46.55 | None | 46.55 | | | |
| Payroll Taxes | | | | | | |
| Liability Insurance | | | | | | |
| (8) Contingencies (specify): | | | | | | |
| TOTALS | 1301.85 | | 1301.85 | 1,301.85 | | 1,301.85 |

DMEA
DEPARTMENT OF THE INTERIOR
JUL 14 1958
REGION III
DENVER, COLORADO

RECEIVED
JUL 18 1958
Div. of Mineral Technology
BUREAU OF MINES
Denver Experiment Station
Denver, Colorado

I certify that the above bill is correct and just and that payment therefor has not been received.
Date July 11, 1958 Payee Balboa Mining & Development Co.
Per A. James Edson Jr. Title Secretary-Treasurer

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

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

(Instructions on reverse)

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:
$ 650.92
Signature
(Authorized Certifying Officer)
Date 8/21/58 Vou. No. DMEA 59-23
(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. Tha E 178 in accordance with the terms of the contract.

Signature E O Bunson ($ 650.92) Title Mining Engineer Date August 11, 1958

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE: Checked for Engineering Allowability

Signature [illegible] Title Alternate Acting Executive Officer Date AUG 20 1958

# MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

*Preparation of Form MF-104—Operator's Monthly Report and Voucher.*—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form MF-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

# OPERATOR'S UNIT COST AND PROGRESS REPORT

RECEIVED AUG 25 1958 DMEA

Month of June 1958 Docket No. DMEA 4889 Contract No. Idm-E1178
Operator's Name Balboa Mining and Development Company Minerals Uranium
Address P. O. Box 861, Grand Junction, Colorado

| OPERATION | UNIT | COSTS THIS MONTH | UNITS THIS MONTH | COSTS TO DATE | UNITS TO DATE | UNIT COSTS TO DATE | AUTHORIZED BY CONTRACT Units | AUTHORIZED BY CONTRACT Unit Costs |
|---|---|---|---|---|---|---|---|---|
| | | | STAGE I | | | | | |
| Rotary Non-core drill. | ft. | 954.03 | 1255.3 | 954.03 | 1255.3 | 0.76 | 4980 | 2.25 |
| Standby | hr. | 0.00 | 0 | 0.00 | 0 | ---- | 10.5 | 14.00 |
| Chem. Analyses | spl. | 46.55 | 14 | 46.55 | 14 | 3.325 | 105 | 5.00 |
| Incid. Allow. | ft. | 301.27 | 1255.3 | 301.27 | 1255.3 | 0.24 | 4980 | 0.24 |
| | | | STAGE II | | | | | |
| Rotary Non-core drill. | ft. | | | | | | 5000 | 2.25 |
| Standby | hr. | | | | | | 10.5 | 14.00 |
| Chem. Analyses | spl. | | | | | | 10.5 | 5.00 |
| Incid.Allow. | ft. | | | | | | 5000 | |
| Test Pits | | | | | | | | |
| Roads and Trails | | | | | | | | |
| TOTAL DISTRIBUTED COSTS | | 1301.85 | | 1301.85 | | | | TOTAL COSTS AUTHORIZED BY CONTRACT |
| Operating Equipment Purchased | | | | | | | | |
| Initial Rehabilitation and Repairs | | | | | | | | |
| New Buildings, Improvements, etc | | | | | | | | |
| TOTAL COSTS | | 1301.85 | | 1301.85 | | | | |

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

REMARKS:

Date July 16, 1958 Operator Balboa Mining & Development Co.

Per R. James Edson Jr. Title Secretary-Treasurer

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

(Instructions on reverse)

(For Government use only)

E. O. Benyon

RECEIVED
JUL 18 1958
Div. of Mineral Technology
BUREAU OF MINES
Denver Experiment Station
Denver, Colorado

DMEA
DEPARTMENT OF THE INTERIOR
JUL 17 1958
REGION III
DENVER, COLORADO

## INSTRUCTIONS

*Preparation of Form MF-104A—Operator's Unit Cost and Progress Report.*—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF-104A has been designed to tie in with Form MF-104 for both monthly and cumulative costs. The "Total Costs" on Form MF-104A for each month should equal the monthly "Total Costs" as reported on Form MF-104. This is also true of the "Total Costs To Date".

In preparing Form MF-104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

FINAL DISTRIBUTION

MADE AUG 22 1958

[illegible] New Customhouse
Denver 2, Colorado
August 20, 1958

| DATE | INITIALS | CODE |
|---|---|---|
| 8/26 | Cons | 100 |
| | Field Team | 800 |

Memorandum

To: F. A. Christensen

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

Subject: Docket No. DMEA 4509 (Uranium) Contract [illegible], Balboa Mining and Development Company, (Laymon property) Crook County, Wyoming - Operator's Monthly Progress Report for the month of June, 1958

Enclosed are the original and four copies each of Forms MF-10A and MF-10RA, Operator's Narrative Report, and Engineer's Report for the above period.

The work is being performed partly under independent subcontract, and partly at fixed unit costs. The drilling rates are as low or lower than the rates contained in the lowest and best bid submitted with the application. Under the circumstances, the rates for the work performed under independent subcontract are considered to be reasonable.

We consider that the Operator has complied with the intent of the contract, and the work for which payment is recommended is acceptable to the Government. Payment is recommended for 50 percent of the amount reported on Form MF-10A for June, 1958, contingent on your verification of the correctness of applicable rates and arithmetical accuracy of computations.

Remarks:

Date of Report----------July 11, 1958
Date Received in Field Office----------July 14, 1958
Date Received in Region Office----------August 13, 1958

Original signed by
J. W. TOWNSEND

J. W. Townsend

MJM:bmb

Enclosures
cc: Chem. Op. Cons. (2)
Blayton, DMEA/DEC
MF-10A File, Reg. III
Harshman - w/copy Engr's report
Chron

DMEA
DEPARTMENT OF THE INTERIOR

AUG 13 1958
REGION III
DENVER, COLORADO

REGION III

Building 20
Denver Federal Center
Denver 2, Colorado
August 12, 1958

Memorandum

To: Alternate Acting Executive Officer, DMEA Field Team, Reg. III

From: E. O. Bunyon

Subject: Docket DMEA 4509 (Uranium) Contract 14n-K1178
Balben Mining and Development Company (Laguna Property)
Crook County, Wyoming -- Progress report for June 1958

The operator's report was received July 18, 1958, however, the field inspection was delayed owing to travel restrictions until August 5, 1958.

Locations and depths of the holes were found to be as reported and designated in the amended contract. Five holes with a total aggregate footage of 1275.5 feet were drilled during the period. Probe results showed only 2 holes -- holes No. 2 and No. 3 -- to have ore grade (.10 percent $eU_3O_8$) material. The results for holes No. 4 and No. 5 ranged from .04 to .09 percent $eU_3O_8$. From the chemical assays however only hole No. 3 encountered ore grade material. This was at depth 224 to 226 feet or a 2 foot thickness averaging 0.17 percent $eU_3O_8$. The probe results indicated a 3.5 foot thickness of .23 percent $eU_3O_8$ at depth 224.5 to 228.

A check of the lithologic logs show that the drilling conformed to the terms of the contract having to do with the depth to be drilled into the upper and lower Lakota sandstones. The top of the upper sandstone of the Lakota formation is very gradational and somewhat difficult to establish exactly, since the gray to blue gray sandstone that lies between the upper and lower Lakota sandstones is variable in thickness and as in hole No. 5 is not present at all. The depths of hole No. 3 and No. 5 are within 3 and 10 feet respectively of the depths designated by the contract and owing to the difficulty in determining both the lower and upper contacts is allowable.

The RF-154 and 154A forms were found to be properly prepared and the amounts claimed are documented. It is therefore recommended that the operator be paid $690.92 as the Government's share at 50 percent of $1,381.85, the amount claimed.

One copy of the map and logs has been retained in this office. The contract expires December 1, 1958.

E. O. Bunyon

EOB/mw cc: 6 14n-K1178 above

July 11, 1958

Progress Report, June, 1958
Docket No. DMEA 4889 (Uranium)
Contract No. Idm-X1178
Laymee Property
Crook County, Wyoming

**DRILLING PROGRESS:**

A total of 1255.3 feet was drilled during the June reporting period with only 11 days of the period entirely or partially devoted to drilling. Holes 1 through 5 were completed and 202 feet drilled on Hole No. 6. Several serious mechanical breakdowns on the drilling rig accounted for 12 days of lost time early in the month. Operations were temporarily suspended during the last 7 days of June as the result of a death in the family of the driller. Additional delays resulted from the almost daily rain storms. Drilling is scheduled to resume July 11.

**SURVEYING:**

All sites proposed under Phase I were surveyed and staked by a registered Wyoming engineer and the ground elevations determined. Sites No. 12 and 13 were found to fall within a reservoir and a separate proposal to move these has already been submitted. Previous drill holes were marked on the ground where possible.

**GEOLOGY AND MINERALIZATION:**

Hole No. 3 contained the only significant mineralization encountered thus far in the zone between the upper and lower Lakota sands. The reported shale break between these two zones is indistinct in the area drilled so it is difficult to distinguish the upper and lower Lakota sands except through a decrease in grain size and a color change from gray to light brown. All holes drilled have had a trace of mineralization in this zone with the exception of Hole No. 1. Lithologic logs, probe, progress map, and assay results of each hole are enclosed.

Respectfully submitted

BALMOA MINING AND DEVELOPMENT COMPANY

M. R. Scholl, Jr.

M. R. Scholl, Jr.
Geologist

MRSJr:ep
Encl:

JAN 19 1962

Balboa Mining and Development Company
P. O. Box 861
Grand Junction, Colorado

Re: DMEA-3742 (Uranium)
Shannon Oil Company
Layman Property
Crook County, Wyoming
Contract Idm-2870
and
DMEA-4550 (Uranium)
Balboa Mining and Development Company
Layman Property
Crook County, Wyoming
Contract Idm-21178

Gentlemen:

As a result of the repayment of the Government's participation of $13,662.16 in the subject contracts, the Government retains no lien against the property or any further production therefrom. The above repayment includes the sum of $8,596.13 under Contract Idm-2870 and $5,066.03 under Contract Idm-21178.

We appreciate your interest and participation in the DMEA exploration program.

Sincerely yours,

George Fumich, Jr.

Director

Copy to:
Shannon Oil Co.
603 Midland Savings Building
Denver 2, Colorado

Frank E. Layman and Anna M. Layman
584 East 8th Street, Sheridan, Wyoming
Edwin F. Thorn, Sundance, Wyoming
R. S. Shannon, Jr., Shannon Oil Co.
603 Midland Savings Building, Denver 2, Colo.
Paul S. Pustmueller, Vice President, Fremont Petroleum Company
824 Equitable Building, Denver 2, Colorado
Marvin L. Layman, 953 Avon Street, Sheridan, Wyoming

FMurphy/gla 1-17-62
cc to: Director's Reading File
Frank E. Johnson
Div. of Contract Adm. and Audit
Region III (2)
Docket
Code 500

CERTIFICATION BY THE UNITED STATES OF AMERICA
OF A DISCOVERY OR DEVELOPMENT UNDER
AN EXPLORATION PROJECT CONTRACT

To: Dalton Mining and Development Company
P. O. Box 561
Grand Junction, Colorado

Pursuant to the provisions of Exploration Project Contract No. [illegible], dated March 13, 1958, (Serial No. [illegible]), hereinafter called the "Contract," between the Dalton Mining and Development Company, a Colorado corporation, and the United States of America, hereinafter called the "Government," to establish and for the Government's preferential right of production and its first refusal and as the land described in the contract, the Government considers and therefore certifies that discovery or development from which production may be made has resulted from the exploration work.

The nature of said discovery or development is described briefly or indicated as follows:

Rotary plug drilling from the surface in the project area indicated the presence of significant carnotite-type, tabular uranium ore deposits in the Lakota formation of the Cretaceous Inyan Kara group of sediments.

Dated: FEB 16 1959

FMMurphy/gla 2-5--59
cc to:
Operator
Edwin F. Thorn, Sundance, Wyoming
R. S. Shannon, Jr., Shannon Oil Co.,
603 Midland Savings Bldg.,
Denver 2, Colorado
Paul S. Pustmueller, Vice-President, Fremont Petroleum Company,
824 Equitable Bldg., Denver 2, Colorado
Marvin L. Laymon, Assignee and Attorney-In-Fact,
953 Avon Street, Sheridan, Wyoming
Jesse C. Johnson, Director, Division of Raw Materials, AEC, Washington, D.C.
Elton A. Youngberg, AEC Grand Junction Operations Office
Director's Reading File
Frank E. Johnson
Operating Committee
Frank D. Lamb, Rm. 3608
T. H. Kiilsgaard, Rm. 5224

Finance Office
Docket
Div. of Contract Adm. & Audit
OME Field Team, Region III (2)
F. M. Murphy

THE UNITED STATES OF AMERICA

By Frank E. Johnson
Acting Director, Office of
Minerals Exploration

Contract Division

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

FEB 16 1959

Mr. Albert F. Steick, President
Rainbow Mining and Development Company
P. O. Box 561
Grand Junction, Colorado

Re: Docket No. DMEA-4339 (Uranium)
Contract No. Idm-X1176
Laymen Property
Creek County, Oregon

Dear Mr. Steick:

Enclosed is a "Certification by the United States of America of a Discovery or Development Under an Exploration Project Contract." This certification covers all the land described in Article 2 of the subject contract.

By the terms of the Exploration Project Contract, as amended, and of the certification, all minerals mined or produced from March 18, 1958, to March 18, 1963, are subject to the Government's percentage royalty as set forth in the contract until the sum of $11,662.16, the amount contributed by the Government, is repaid. This sum includes the $8,596.13 contributed under Contract Idm-X870, mentioned in Annex II of the subject contract.

Payments should be made to the Executive Officer, OME Field Team, Region III, 254 New Customhouse Building, Denver 2, Colorado. Checks should be payable to the Office of Minerals Exploration, which is the successor to the Defense Minerals Exploration Administration. The purchaser should be advised to deduct the royalties from the amount due on each shipment and forward the check directly to the Executive Officer. Any bonus payments or allowances received by you from production are considered to be a part of the purchase price to which the Government's royalty applies. Royalty payments to the Government should be accompanied by suitable evidence, such as copies of settlement sheets, showing quantity and grade of the products sold, the name of the purchaser, and the price and charges, certified to be correct by the purchaser.

You are requested to notify the Executive Officer of any changes in ownership or production rights that might have any effect on the Government's right to its percentage

royalty. Your attention is especially called to Article 2(d) of the contract relating to the preservation of the Government's right to a percentage royalty on production. Also, if production ceases at any time for an extended period, please notify the Executive Officer at six-month intervals that no production has been made, when that is the case.

Sincerely yours,

Frank E. Johnson

Acting Director

Enclosure

FEJohnson/mlm
2-4-59
cc to:
Edwin F. Thorn, Sundance, Wyoming
H. S. Simmons, Jr., Simmons Oil Co.,
603 Midland Savings Building
Denver 2, Colorado
Paul S. Pontenilar, Vice-President
Fremont Petroleum Company
[illegible] Equitable Building
Denver 2, Colorado
Marvin L. Lagoin, Assignee and Attorney-in-Fact
553 Avon Street, Sheridan, Wyoming
Director's Reading File
Frank E. Johnson
Operating Committee
Frank E. Lamb, No. 3608
T. H. Hildegard, No. [illegible]
Division of Contract Adm. & Audit
OGC Field Team, Region III (2)
F. M. Murphy

EXTRA COPY
O. M. E.
RECEIVED JAN 9 1959

| DATE | INITIALS | CODE |
|---|---|---|
| | | 800 |
| | | |
| | | |
| | | |
| | | |

[redacted]
Denver 2, Colorado
January 5, 1959

[redacted]

To: [redacted] File, Region XII

From: Executive Officer, [redacted] Field Team, Region XII

Subject: Project No. [redacted] (Vanadium) Sandstone [redacted] Silver Mining and Development Company, (Lease Property) Grand County, Utah

Acceptable drilling under Phase I exceeded the estimated footage for this phase, by 77.3 feet; however, as the drilling was positioned at a rate which is considerably less than the maximum, allowable rate established in the contract, and as funds are available within the contract cost for Category L, the sample footage is acceptable without transfer of funds from Phase II to Phase L.

Funds for 77.3 feet of Incidental Allowance are hereby transferred from Phase II to Phase L.

Original signed by
J. W. TOWNSEND

J. W. Townsend

[redacted]

cc: [redacted] Op. Comm. (2)
[redacted]
[redacted] Office, Reg. XII
[redacted] File, Reg. XII
[redacted] File, Reg. XII
[redacted]
[redacted]
[redacted]

Auditor's Copy

OFFICIAL FILE COPY
O. M. E.
RECEIVED DEC 31 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | 800 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

EXPLORATION PROJECT CONTRACT

BALBOA MINING AND DEVELOPMENT COMPANY

DOCKET NO. DMEA 4889
CONTRACT NO. Idm-E1178

AMENDMENT NO. 2

It is agreed this 11th day of December, 1958, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and Balboa Mining and Development Company, hereinafter called the "Operator," parties to that certain Exploration Project Contract No. Idm-E1178, Docket No. DMEA 4889, dated March 18, 1958, hereinafter called the "Contract," that:

The date fixed in Article 3 of the contract form on or before which the Operator shall have completed the work, is extended from December 1, 1958, to January 1, 1959.

This amendment shall not be construed to increase the estimated total cost of the project, the aggregate amount which the Government may be required to contribute, the fixed unit cost of any item of work, nor any item of allowable cost which is expressly designated "maximum."

Executed in quintuplicate the day and year first above written.

BALBOA MINING AND DEVELOPMENT COMPANY

By Albert F. Stoick
Albert F. Stoick

Title President

UNITED STATES OF AMERICA

By [illegible]
Executive Officer, OME
Field Team, Region III

Balboa Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

OME
DEPARTMENT OF THE INTERIOR
DEC 11 1958
REGION III
DENVER, COLORADO

December 10, 1958.

EXTRA COPY
O. M. E.
RECEIVED DEC 31 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Executive Officer,
Office of Minerals Exploration,
Field Team, Region III,
224 New Customhouse,
Denver 2, Colorado.

Dear Sir:

Docket No. DMEA-4589 (Uranium)
Contract No. Idm-[redacted]
Laymon Property, Crook Co., Wyoming

Article 3 of the subject contract states that work under the terms of said contract must be completed prior to or on December 1, 1958. For reasons beyond our control the drilling of holes under this contract was not completed until December 2, 1958, and additional time is required to complete assaying of samples from the project drill holes.

This is a request for extension of the completion date for this contract from December 1, 1958, to January 1, 1959. This will allow us ample time to complete the sample assays. We fully intend to have the Final Report submitted prior to December 25, 1958, but would appreciate the extension to January 1 to cover unforeseen circumstances..

Yours truly,

BALBOA MINING AND DEVELOPMENT CO.

D. James Edson, Jr.

D. James Edson, Jr.,
Secretary-Treasurer.

DJEJr:ms

EXTRA COPY
O. M. E.
RECEIVED DEC 31 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | 800 |

224 New Customhouse
Denver 2, Colorado

DEC 2 9 1958

Mr. D. James Edson, Jr., Secretary-Treasurer
Balboa Mining and Development Company
P. O. Box 861
Grand Junction, Colorado

Re: Docket No. DMSA-4889 (Uranium)
Contract No. Idm-E1178
Balboa Mining and Development
Company (Laymon property)
Crook County, Wyoming

Dear Mr. Edson:

In reference to your two letters of December 13, 1958, this confirms verbal approval issued by the Government on November 20 and November 26, 1958, for the drilling of five and eight holes, respectively, under the provisions of Stage II of the contract.

The drill hole numbers, locations and approximate depth of drilling are as follows:

| HOLE NO. | LOCATION | APPROX. DEPTH |
|---|---|---|
| 30 | 150' S 45° W of Hole 22 | 235' |
| 31 | 110' West of Hole 22 | " |
| 32 | 150' N 45° W of Hole 22 | " |
| 33 | 170' N 45° E of Hole 24 | " |
| 34 | 120' East of Hole 24 | " |
| 35 | 120' North of Hole 24 | " |
| 36 | 120' East of Hole 33 | " |
| 37 | 170' N 45° E of Hole 33 | " |
| 38 | 120' North of Hole 33 | " |
| 39 | 120' South of Hole 26 | 225' |
| 40 1/ | 115' West of Hole 26 | " |
| 41 | 115' West of Hole 26 | " |
| 42 | 170' S 45° W of Hole 26 | " |

1/ Verbal approval was given for Hole No. 40; however, since conditions encountered prevented its completion, approval is granted for Hole No. 40-X, in lieu of Hole 40, five feet distant from the location approved for Hole 40. It is understood that the Government will not contribute to any of the costs involved in drilling Hole No. 40.

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Office of Minerals Exploration
Denver Federal Center
Denver, Colorado

OME
DEPARTMENT OF THE INTERIOR
DEC 22 1958
REGION III
DENVER, COLORADO

December 18, 1958

EXTRA COPY
O. M. E.
RECEIVED DEC 31 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Memorandum

To: Executive Officer, OME Field Team, Region III

From: M. H. Marshall
E. N. Harshman

Subject: DMEA Docket 4809 (Uranium), Contract Idm-E 1178, Bulboa Mining and Development Company (Laymon property), Crook County, Wyoming

In a letter dated December 13, 1958, the operator requests approval of 6 holes to offset ore-bearing holes Nos. 22 and 24 drilled previously under Stage II of the subject contract.

Verbal approval for drilling 5 of these holes was given the operator on November 20, 1958. Verbal approval for the 6th hole (No. 35) was given the operator on November 26, 1958, and will be covered in a subsequent memorandum.

Drilling of 5 offset holes is justified by the thickness and grade of ore found in Stage II holes Nos. 22 and 24. Pertinent data on the holes being offset and the offsets recommended in this memorandum are as follows:

| Hole No. | Location | Approximate Depth | Mineralization in hole offset |
|---|---|---|---|
| 30 | 150' S 45° W hole 22 | 235' | 9-1/2' 0.30% $eU_3O_8$ at 215' |
| 31 | 110' west hole 22 | 235' | " " " " |
| 32 | 150' N 45° W hole 22 | 235' | " " " " |
| 33 | 170' N 45° E hole 24 | 235' | 4' 0.21% $eU_3O_8$ at 210' |
| 34 | 180' east hole 24 | 235' | " " " " |

Additional Stage II exploration was to be dependent on the completion of the 5 holes recommended above and the completion of holes 25, 26, and 29 which had not been completed at the time verbal approval was given for the 5 holes recommended in this memorandum.

M. Y. Marshall
Mining Engineer

Original signed by
E. N. HARSHMAN

E. N. Harshman
Member, Field Team

EHHarshman:mp

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
Office of Minerals Exploration
Denver Federal Center
Denver, Colorado

OME
DEPARTMENT OF THE INTERIOR
DEC 22 1958
REGION III
DENVER, COLORADO

December 19, 1958

EXTRA COPY
O. M. E.
RECEIVED DEC 31 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Memorandum

To: Executive Officer, OME Field Team, Region III

From: M. H. Marshall
E. N. Harshman

Subject: DMEA Docket 4889 (Uranium), Contract Idm-[redacted], Dutch Mining and Development Company (Layson property), Crook County, Wyoming

In a letter dated December 13, 1958, the operator requests approval of 10 holes as offsets to previously drilled holes Nos. 24, 35, 26, and 40-X. Verbal approval for 8 holes was given the operator on November 26, 1958, as follows:

| Hole No. | Location | Approximate depth | Mineralized hole being offset |
|---|---|---|---|
| 35 | 120' north hole 24 | 235' | 4' 0.21% $eU_3O_8$ at 210' |
| 36 | 120' east hole 33 | 235' | 4' 0.58% $eU_3O_8$ at 200' |
| 37 | 170' N 45° E hole 33 | 235' | " " " " |
| 38 | 120' north hole 33 | 235' | " " " " |
| 39 | 120' south hole 26 | 225' | 2-1/2' 0.25% $eU_3O_8$ at 200' |
| 40 (either* | 115' west hole 26 | 225' | " " " " " |
| 40 (or | 170' S 45° E hole 26 | 225' | " " " " " |
| 41 | 115' east hole 26 | 225' | " " " " " |
| 42 (either* | 170' S 45° W hole 26 | 225' | " " " " " |
| 42 (or | 120' south hole 24 | 235' | 4' 0.21% $eU_3O_8$ at 210' |

* Location chosen by applicant

Two possible locations were given for hole No. 40 and for hole No. 42; the final locations for these holes were made by the operator based on the results of drilling in hole No. 39.

In addition to hole No. 40 the operator requests approval of hole No. 40-X, located 5 feet south of hole No. 40. Hole No. 40 was not completed and payment for this hole cannot be made. Hole No. 40-X is considered an appropriate substitute and is recommended in lieu of hole No. 40.

Hole No. 43 was not authorized but was drilled by the operator on the basis of ore-grade material penetrated by hole No. 40-X. The location was geologically sound and the hole served to delineate the western boundary of the ore cut in holes Nos. 36 and 40-X. Unfortunately, approval was not requested prior to drilling this hole and payment appears inappropriate.

In summary, we recommend confirmation of the verbal approval for the 8 holes tabulated above and denial of the request for approval of holes Nos. 40-X (or 40) and 43.

N. E. Marshall
Mining Engineer

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

EHHarshman:mp

OME
DEPARTMENT OF THE INTERIOR
DEC 16 1958
REGION III
DENVER, COLORADO

Balboa Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

December 13, 1958

EXTRA COPY
O. M. E.
RECEIVED DEC 31 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Executive Officer,
Office of Minerals Exploration,
22A New Customhouse,
Denver 2, Colorado.

Gentlemen:

Docket No. DMEA 4089 (Uranium)
Contract No. Idm-31178
Balboa Mining and Development Co.
(Layman Property)
Crook Co., Wyoming.

This is a written request for Government approval of the following holes to be drilled under the provisions of Stage II of the captioned contract:

| Hole No. | Location |
|---|---|
| 35 | 120' north of Hole No. 24 |
| 36 | 120' east of Hole no. 33 |
| 37 | 170' N45°E of Hole No. 33 |
| 38 | 120' north of Hole No. 33 |
| 39 | 120' south of Hole No. 26 |
| 40 | 115' west of Hole No. 26 |
| 41 | 115' east of Hole No. 26 |
| 42 | 115' west of Hole No. 39 (120' south of Hole No. 40) |
| 43 | 115' west of Hole No. 40-X |
| 40-X | 5' south of Hole No. 40 |

Mineralization encountered in holes 24, 33, 26, and 40 is summarized below:

| Hole No. | thickness & | %U3O8 |
|---|---|---|
| 24 | 4' | 0.21 |
| 33 | 4' | 0.58 |
| 26 | 2½' | 0.25 |
| 40 | 4' | 0.28 |

Verbal permission has been given to Mr. A. Stoick for the drilling of Hole numbers 38 through 42. Approval of Hole No. 40-X is requested since a bit was lost in Hole No. 40 and the hole could not be completed. The location of Hole No. 43 was selected after the results of drilling Hole 40-X were known. Prior verbal permission was not requested for the drilling of Hole No. 43.

Very truly,

BALBOA MINING AND DEVELOPMENT CO.

D. James Edson, Jr.

D. James Edson, Jr.,
Secretary-Treasurer,

DJEJr:ms

OME
DEPARTMENT OF THE INTERIOR

DEC 16 1958
REGION III
DENVER, COLORADO

Balboa Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

December 13, 1958

EXTRA COPY
O. M. E.
RECEIVED DEC 31 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

Executive Officer,
Office of Minerals Exploration,
224 New Customhouse,
Denver 2, Colorado.

Gentlemen:

Docket No. [redacted] (Uranium)
Balboa Mining & Development Co.,
(Laymon Property)
Crook County, Wyoming,
Contract No. Idm-E1178

Three of the holes authorized under Phase II of the above mentioned contract have encountered mineralization of ore grade and thikkness. The holes and mineralization encountered is as follows:

| | | |
|---|---|---|
| Hole No. 22 | 9½' | 0.30%$eU_3O_8$ |
| Hole No. 24 | 4 ' | 0.21%$eU_3O_8$ |
| Hole No. 27 | 2½' | 0.16%$eU_3O_8$ |

Verbal permission has been granted to drill the following holes therefore, please consider this a formal, written request for Government approval:

| | |
|---|---|
| No. 30 | 150' S45°W of Hole No. 22 |
| No. 31 | 110' due west of Hole No. 22 |
| No. 32 | 150' N45°W of Hole No. 22 |
| No. 33 | 170' N45 E of Hole No. 24 |
| No. 34 | 120' due east of Hole No. 24 |
| No. 35 | 120' due north of Hole No. 24 |

Very truly yours,

BALBOA MINING AND DEVELOPMENT CO.

D. James Edson, Jr.

D. James Edson, Jr.
Secretary-Treasurer

DJEJr:ms

224 New Customhouse
Denver 2, Colorado
December 29, 1958

EXTRA COPY
O. M. E.
RECEIVED DEC 31 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | 800 |
| | | |
| | | |
| | | |
| | | |

Memorandum

To: Chairman, Operating Committee, OME

From: Executive Officer, OME Field Team, Region III

Subject: Docket No. DMEA-4889 (Uranium), Contract No. Idm-E1178
Balboa Mining and Development Company (Laymon Property)
Crook County, Wyoming

Enclosed are the following pertaining to operations under the subject contract: -

1. The Government's and Audit copies of Amendment No. 2, which has been executed under authority delegated to this office to extend the completion date of the work from December 1, 1958 to January 1, 1959.

2. Two copies of the Operator's letter of December 10, 1958, requesting the time extension.

3. Two copies of confirmation of verbal work approval issued by the OME Field Team, Region III, for the drilling of 13 additional holes under Stage II of the contract.

4. Two copies each of the Operator's two letters of December 13, 1958, requesting approval for the additional drilling.

5. Three copies each of two joint memoranda dated December 18 and December 19, 1958, from M. E. Marshall, Mining Engineer, Bureau of Mines, and E. N. Harshman, Geologist, Geological Survey, and member of the OME Field Team, Region III, pertaining to the additional drilling requested by the Operator.

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

Original signed by
J. W. TOWNSEND
J. W. Townsend

JWT:bh
cc: Finance Office, Region III ) w/copy Amendment No. 2 and Confirmation of Work Approval
Harshman
Marshall, OME/DFC
Corres. File
Cooper
Chron. ) w/copy of Material under Items 1-5, incl.

MME Form 14
Sept. 1958

Contract No. Idm-E) 1178
~~[illegible]~~

Docket No. DMEA) 4889
~~[illegible]~~

Date of Action 12/8/58

DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Reducing amendment.

OBLIGATION DOCUMENT

To: Chief, Accounts Section, Finance Branch, Bureau of Mines

From: Director, Division of Operations Control and Statistics

Please enter the amounts shown below on the accounts of the Office of Minerals Exploration.

Name and Address of Contractor: Balboa Mining & Development Co.
P. O. Box 861
Grand Junction, Colorado

| Date of Contract | Region | State | Commodity |
|---|---|---|---|
| March 18, 1958 | III | Wyoming | Uranium |
| | Reserve | | Obligation |
| Prior Amount | 0 | | 13,097.00 |
| Increase | 0 | | 0 |
| Decrease | 0 | | ~~3,747.00~~ |
| Revised Amount | 0 | | 9,350.00 |

Remarks:

cc: 800
210

43244

Audit's copy

OFFICIAL FILE COPY
O. M. E.
RECEIVED DEC 8 1958

| DATE | INITIALS | C |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**EXPLORATION PROJECT CONTRACT**
**BALBOA MINING AND DEVELOPMENT COMPANY**
**DOCKET NO. DMEA-4889**

**AMENDMENT NO. 1**

It is agreed this 18th day of November, 1958, between the United States of America, acting through the Department of the Interior, Office of Minerals Exploration, hereinafter called the "Government," and Balboa Mining and Development Company, hereinafter called the "Operator," that Exploration Project Contract No. Idm-E1178 (Docket No. DMEA-4889), dated March 18, 1958, hereinafter called the "Contract," is amended, effective November 6, 1958, as follows:

1. In Exhibit "A" under the heading, Estimated Costs of the Project, Stage II, and the Summary are revised to read as follows:

**Stage II**

**Actual Costs**

Categories (1) through (6) None

Category (7) Miscellaneous

None except

| | | |
|---|---|---|
| Chemical analyses for $U_3O_8$ content of 105 samples @ $5.00/sample | $ 525.00 | $ 525.00 |

**Fixed Unit Costs** (See Annex II)

| | | |
|---|---|---|
| Rotary non-core drilling 5,000 ft. @ $0.76/ft. | 3,800.00 | |
| Standby time, 10.5 hours @ $10.00/hr. | 105.00 | |
| Incidental allowance[1/] for each foot of drill hole completed, 5,000 ft. @ $0.24/ft. | 1,200.00 | 5,105.00 |
| Total Estimated Cost Stage II | | $5,630.00 |

## SUMMARY

| | |
|---|---|
| Total Estimated Cost Stage I | $13,072.20 |
| Total Estimated Cost Stage II | 5,630.00 |
| Total Estimated Cost of Project (rounded) | $18,700.00 |
| Government Participation @ 50% | $ 9,350.00 |

2. In Article 5 of the Contract, the figures "$26,194.00" and "$13,097.00" are replaced by the figures "$18,700.00" and "$9,350.00", respectively.

3. In Annex II, item 1, (c) is revised to read as follows: "Categories (2) through (6) of Article 6(a) are deleted in Stage I and Categories (1) through (6) of Article 6(a) are deleted in Stage II."

This Amendment shall not be construed to increase the estimated total cost of the project, the aggregate amount which the Government may be required to contribute, nor the amount of any item designated as maximum.

Executed in quintuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By Frank E. Johnson
ACTING Director, Office of Minerals Exploration

BALBOA MINING AND DEVELOPMENT COMPANY

By Albert F. Stock

Title President

| EXTRA COPY O. M. E. RECEIVED DEC 8 1958 | | |
|---|---|---|
| DATE | INITIALS | CODE |
| | | 800 |
| | | |
| | | |
| | | |
| | | |

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

OFFICE OF MINERALS EXPLORATION
224 New Customhouse
Denver 2, Colorado

DEC 3 1958

Memorandum

To: Chairman, Operating Committee, OME

From: Executive Officer, OME Field Team, Region III

Subject: Docket No. DMEA 4889 (Uranium) Contract Idm-E1178, Balboa Mining and Development Company, (Layson property) Crook County, Wyoming

Enclosed are the Government's and Audit copies of Amendment No. 1 to the subject contract, which has been executed to provide for drilling under Stage II at "Fixed Unit Costs", and three copies of confirmation of verbal work approval, issued by the OME Field Team, Region III, for the drilling of eight holes under the provisions of Stage II of the contract.

Also enclosed are three copies of a joint memorandum dated October 31, 1958, from M. H. Marshall, Mining Engineer, Bureau of Mines, and L. N. Harshman, Geologist, Geological Survey, pertaining to the matter. Two copies each of the Operator's two letters, dated October 24, 1958, with attached data, were forwarded with copies of our memorandum of October 27, 1958, to the field examiners.

Copies of the amendment and confirmation of work approval have been forwarded to the Operator, the Finance Office, and others concerned in Region III.

Original signed by
J. W. TOWNSEND
J. W. Townsend

Enclosures

JDC:hmh

cc: Finance Office, Reg. III - w/copy amendment and work approval
Amendment file, Reg.III
Harshman
Marshall, OME/DFC
Corres.file, Reg.III
Cooper
Chron
} w/copy of amendment, work approval and joint memorandum

EXTRA COPY
O. M. E.
RECEIVED DEC 8 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | 800 |
| | | |
| | | |
| | | |
| | | |
| | | |

OFFICE OF MINERALS EXPLORATION
[illegible] New Customhouse
Denver 2, Colorado

Mr. Albert F. Stoick, President
Malben Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

Re: Docket No. [illegible]
(Uranium)
Contract No. [illegible]
Malben Mining and Development Company
(Layman Property)
Crook County, Wyoming

Dear Mr. Stoick:

In reference to your letter of October 24, 1958, this constitutes confirmation of verbal work approval, by the Government, for the drilling of eight (8) holes under the provisions of Stage II of the captioned contract. Pertinent data pertaining to the eight holes is as follows:

| Hole No. | Location | Approximate Depth |
|---|---|---|
| 22 | 115' west from Hole No. 5 | 240' |
| 23 | 140' N 45° W from Hole No. 5 | 240' |
| 24 | 115' east from Hole No. 5 | 230' |
| 25 | 115' east from Hole No. 6 | 240' |
| 26 | 115' south from Hole No. 6 | 240' |
| 27 | 115' east from Hole No. 12 | 190' |
| 28* | 115' west from Hole No. 12 | 190' |
| 29 | 140' south from Hole No. 12 | 190' |

*In the event the location for Hole No. 28 is impossible, the hole is to be deleted.

Government approval for additional drilling is contingent on the results obtained from drilling in the above holes, and upon request by you.

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

Very truly yours,

CMX Field Team, Region III

By J. W. Townsend

J. W. Townsend

By E. F. Harshman

E. F. Harshman

JDC/ad

cc: Chm. Op. Comm. (3)
Harshman
Marshall, CMX/DPC
Finance Office, Region III
Admin. File, Region III
Corres. File, Region III
Cooper
Ogron.

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
Office of Minerals Exploration
Denver Federal Center
Denver, Colorado

OME
DEPARTMENT OF THE INTERIOR
NOV 3 - 1958
REGION III
DENVER, COLORADO

October 31, 1958

EXTRA COPY
O. M. E.
RECEIVED DEC 8 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

Memorandum

To: Executive Officer, OME Field Team, Region III

From: H. M. Marshall
E. N. Harshman

Subject: DMEA Docket 4889 (Uranium), Contract Idm-E 1178, Balboa Mining and Development Company (Laymon property), Crook County, Wyoming

In a letter dated October 24, 1958, the operator requests approval of 22 Stage II holes, 15 to be drilled to an upper ore horizon and 7 to a lower horizon.

Drilling under Stage I of this contract was designed in part to extend mineralized areas located and somewhat delineated by prior drilling and in part to explore for ore on what were considered favorable trends. Exploration of favorable trends was unsuccessful but exploration in the vicinity of known ore deposits resulted in an extension of the deposits first discovered in A.E.C. holes Nos. 746 and 708. Exploration around A.E.C. ore hole No. 735 did not result in an extension of that deposit.

The drilling of 8 second Stage holes is recommended as follows.

| Hole No. | Location | Approximate depth | Mineralization in hole offset |
|---|---|---|---|
| 22 | 115' West Hole No. 5 | 240' | 5.5' 0.23% $eU_3O_8$ at 225' |
| 23 | 140' N 45 W Hole No. 3 | 240' | " " " " |
| 24 | 115' East Hole No. 5 | 230' | (4.5' 0.09% $eU_3O_8$ at 196'<br>(6.0' 0.08% $eU_3O_8$ at 214' |
| 25 | 115' East Hole No. 6 | 240' | 1.0' 0.18% $eU_3O_8$ at 219' |
| 26 | 115' South Hole No. 6 | 240' | 1.0' 0.17% $eU_3O_8$ at 285.5' |
| 27 | 115' East Hole No. 12 | 190' | 1.0' 0.18% $eU_3O_8$ at 171' |
| 28 | 115' West Hole No. 12 | 190' | " " " " |
| 29 | 140' South Hole No. 12 | 190' | " " " " |

Hole No. 28 recommended above but not requested by the operator, appears to be located in a stock pond and access to the drill site may be impossible. If this is the case the hole should be deleted rather than relocated.

Completion of the 8 recommended Stage II holes will provide 4 offset holes for each Stage I hole which got significant mineralization. Additional drilling, if any, will depend on the results of drilling holes Nos. 22 to 29 inclusive recommended above.

In addition to the recommended drilling the operator should be authorized to expend approximately 4 hours of standby time and run 24 chemical analyses for $U_3O_8$.

H. M. Marshall

H. M. Marshall, Mining Engineer

E. N. Harshman

E. N. Harshman, Geologist

ENHarshman:mp

| EXTRA COPY O. M. E. RECEIVED DEC 8 1958 | | |
|---|---|---|
| DATE | INITIALS | CODE |
| | | |
| | | |
| | | |
| | | |
| | | |

[illegible] Key Capitolhouse
Denver 2, Colorado
December 1, 1958

Mr. Albert F. Stoick, President
Balboa Mining and Development Company
P. O. Box 217
Lovell, Wyoming

Re: Docket No. [illegible] (Uranium)
Contract [illegible]
Balboa Mining and Development
Company
(Layman property)
Crook County, Wyoming

Dear Mr. Stoick:

The date fixed in Article 3 of the captioned contract, on or before which the contract work is to be completed, is December 1, 1958.

If for reasons beyond your control you were unable to complete all of the work on or before December 1, 1958, you should immediately submit to this office for consideration by the Government, the original and five signed copies of a request for extension of the completion date for such specific additional time as you anticipate will be required to complete the work and to cover any incidental services such as sampling of samples from project drill holes.

Your immediate attention in the matter is requested.

Very truly yours,

Original signed by
J. W. TOWNSEND

J. W. Townsend
Executive Officer, [illegible]
Field Team, Region III

JDC:bmh

cc: Chmn. Op. Comm. (2)
Hardman
Marshall, OMR/DFC
Corres. File, Reg. III
Cooper
Chron

EXTRA COPY
C. M. E.
RECEIVED OCT 20 1958
DATE
800

224 New Customhouse
Denver 2, Colorado
October 15, 1958

Mr. D. James Bixon, Jr., Secretary
Malbon Mining and Development Company
P. O. Box 561
Grand Junction, Colorado

Re: Docket No. RMMA 4889 (Uranium)
Contract Ida-5117D
Malbon Mining and Development Company
(Layton property)
Crook County, Wyoming

Dear Mr. Bixon:

All authorized work under Stage I of the referenced contract has been completed, and to date, we have not received advice from you concerning your plans for possible additional work under the contract.

If you plan to request the Government's approval for drilling under Stage II of the contract, you should immediately forward to this office for consideration by the Government, the original and five copies of a request for approval of such work as you consider to be warranted. Otherwise you should submit to this office the original and five copies of a request for Government approval to terminate the contract in its present status without requiring performance of the balance of work provided for.

We wish to close out all completed and terminated contracts at the earliest possible date, therefore your immediate attention in the matter will be appreciated.

Very truly yours,

Original signed by
E. N. HARSHMAN

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

JDC:hmh

cc: Chem. Op. Comm. (2)
Bizyon, DMA/DFC
Harshman
Cooper
Corres.file, Reg.III
Chron

cc: Albert F. Stoik, President
P.O. Box 217
Lovell, Wyoming

EXTRA COPY
DATE

| RECEIVED | | |
|---|---|---|
| DATE | | CODE |
| | | 800 |

[redacted]

JUL 11 1958

[redacted]

To: [redacted], Operations Coordinator, [redacted]

From: Alternate Acting Inspection Officer, [redacted] Field Unit, Region III

Subject: Project No. [redacted] (Original), Contract No. [redacted], Sullivan Mining and Development Company (Superior Property), Crook County, Wyoming

Enclosed are three copies of approval, issued by the [redacted] Field Unit, Region III, for the mining of the above to be drilled under Phase I of the contract.

Also enclosed are three copies of the Operator's letter of July 8, 1958, with map attached, pertaining to the matter.

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

Original signed by
J. W. TOWNSEND
J. W. Townsend

[redacted]

Enclosures

cc: Finance Office, Region III - w/copy of work approval.
[redacted] } w/copy of work approval and Operator's letter of July 8.
[redacted]
(Original)
[redacted]
[redacted]
[redacted]

| DATE | | CODE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

[redacted]

[redacted]

[redacted]

Balboa Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

DMEA
DEPARTMENT OF THE INTERIOR
JUL 9 - 1958
REGION III
DENVER, COLORADO

July 8, 1958

Executive Officer
Defense Minerals Exploration Administration
224 New Customhouse
Denver 2, Colorado

Re: Docket No. DMEA 4889 (Uranium)
Balboa Mining & Development Co.
(Laymon Property)
Crook County, Wyoming
Contract No. Idm-E1178

Gentlemen:

On June 3, 1958 the writer discussed the necessity of moving the sites for Hdes #12 and #13 under the above contract from locations as proposed with Mr. Townsend by long distance telephone. All of the sites as proposed under Phase I have been surveyed and found satisfactory with these two exceptions.

Reference is made to the attached sketch map of that area including these holes. Site #12 falls a few feet within a reservoir and #13 on the crest of the earth fill behind which the reservoir is formed. In accordance with Mr. Townsend's instructions new locations were surveyed as near as possible to the above sites without moving closer than 100 feet to previously existing test holes. Suggested new sites are:
(See sketch)

#12 to #12-X -- moved due East 15.75 feet (Elev. 4372.4')

#13 to #13-X -- moved S. 45° W. 90.0 feet (Elev. 4373.8')

If these changes are approved, we would appreciate your notifying Mr. Albert F. Stoick, P. O. Box 235, Moorcroft, Wyoming who is in charge of the field program, and would also appreciate a copy of the letter for our Grand Junction office file.

Yours very truly,

BALBOA MINING AND DEVELOPMENT CO.

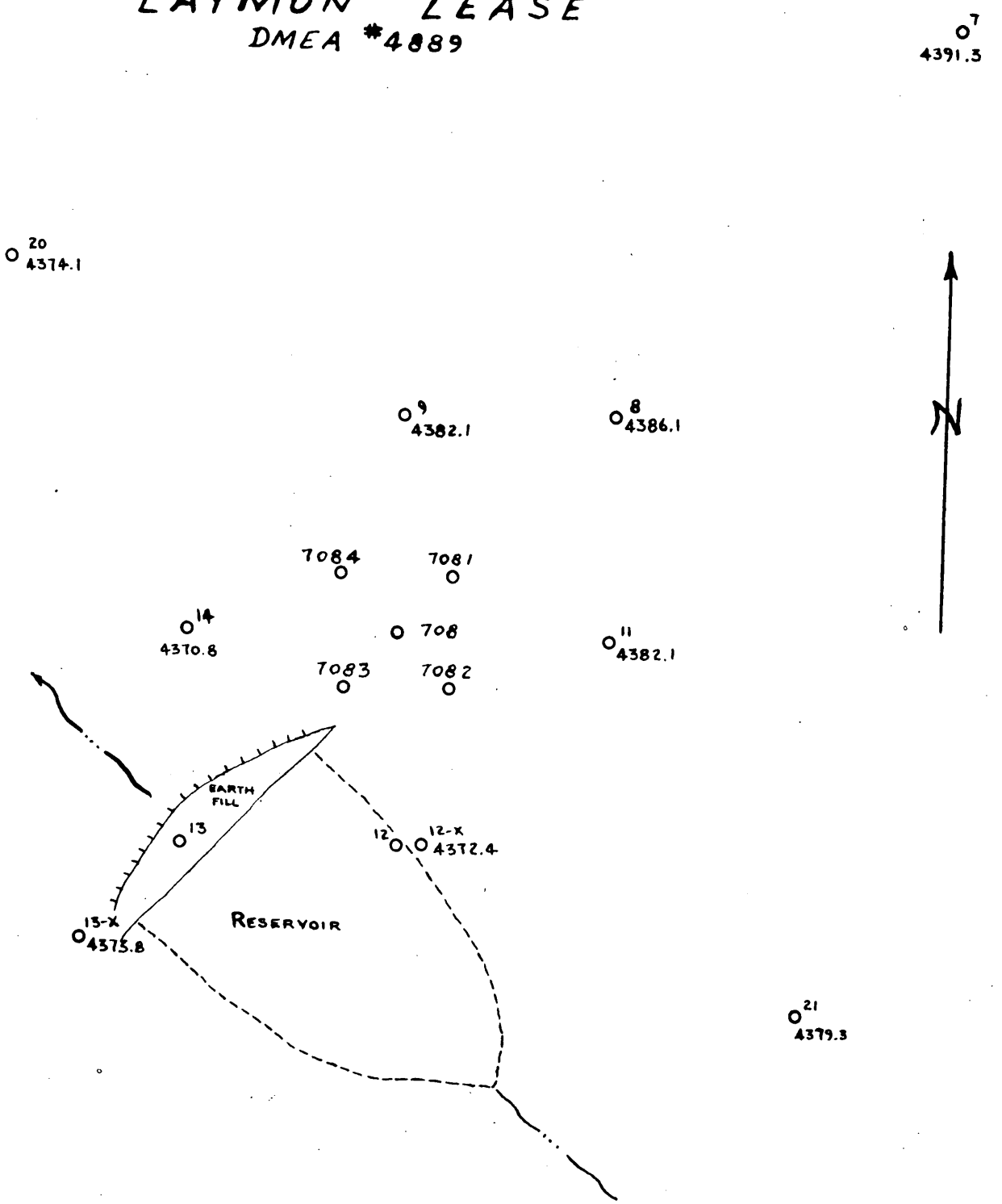
D. James Edson, Jr.

D. James Edson, Jr.
Secretary

cc: Albert F. Stoick

Balboa Mining and Development Company
Post Office Box 861
Grand Junction, Colorado

# LAYMON LEASE
## DMEA #4889




SCALE: 1" = 100'

SEC. 27, T. 52N, R 66W.
CROOK CO., WYOMING

MME Form 14
Sept. 1958

Contract No. Idm-E) 1178
14-23)

Docket No. DMEA) 4889
MME)

Date of Action February 18, 1959
Terminated Contract

DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

OBLIGATION DOCUMENT

To: Chief, Accounts Section, Finance Branch, Bureau of Mines

From: Director, Division of Operations Control and Statistics

Please enter the amounts shown below on the accounts of the Office of Minerals Exploration.

Name and Address of Contractor: Balboa Mining & Development Co.
P. O. Box 861
Grand Junction, Colorado

| Date of Contract | Region | State | Commodity |
|---|---|---|---|
| March 18, 1958 | III | Wyoming | Uranium |

| | Reserve | Obligation |
|---|---|---|
| Prior Amount | 0 | 9,350.00 |
| Increase | 0 | 0 |
| Decrease | 0 | 4,283.97 |
| Revised Amount | | 5,066.03 |

Remarks:

cc: 800
210

43244

DMEA Form 14

Contract No. Idm-E 1178

Docket No. 4889

DEPARTMENT OF THE INTERIOR

Executed contract

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Obligation Document

TO: Chief, Finance Section, Budget and Finance Branch, Bureau of Mines

Please make the following entry on the records of the Defense Minerals Exploration Administration under the Strategic and Critical Minerals Exploration Program.

| Date of Contract | Region | State | Commodity |
|---|---|---|---|
| March 18, 1958 | III | Wyoming | Uranium |

Name and Address of Operator: Balboa Mining & Development Co.
P. O. Box 861
Grand Junction, Colorado

| | Reserve | Obligation |
|---|---|---|
| Prior Amount | 13,097.00 | 0 |
| Increase | 0 | 13,097.00 |
| Decrease | 13,097.00 | 0 |
| Revised Amount | 0 | 13,097.00 |

Remarks:

(Name)
Allen S. Dakan, Chief
Operations Control and
Statistics Division
(Title)

Date delivered to Bureau of Mines, Washington 5/14/58

22845

OFFICIAL FILE COPY
DMEA
RECEIVED MAY 14 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | |

Audit's copy

MF-200
(Revised June 1954)

Docket No. DMEA 4889

Commodity Uranium

Contract No. Idm-E 1178

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

# EXPLORATION PROJECT CONTRACT[1]

It is agreed this 18 MAR 1958 day of ....., 195..., between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Balboa Mining and Development Company, a Colorado corporation, whose mailing address is P. O. Box 861 Grand Junction, Colorado, hereinafter called the "Operator," as follows:

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

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

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

(b) The Operator represents and undertakes that:

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

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: Interest of lessors and assignors

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

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

of the land (lessor, seller, optionor, etc.), are attached, as follows: .....

See Annex I

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

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of Uranium. The work to be performed is described in Exhibit "A." The Operator on or before June 15, 1958 shall commence the work, and on or before December 1, 1958 (unless the Operator's obligation to prosecute the work is terminated—see Article 10) shall either have completed the work or shall have incurred allowable costs (see Article 6) in a sum not less than the estimated total allowable cost set forth in Exhibit "A" except as otherwise provided in Exhibit "A" with respect to stages of work.

See Annex II

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

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

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

ARTICLE 5. *Contribution by the Government.*—The estimated total allowable cost of the project, set forth in Exhibit "A," is the sum of $26,194.00 The Government shall contribute 50 percent of the allowable costs as they are incurred in a total sum not in excess of $13,097.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last

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

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

**See Annex II.**

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

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

CATEGORY (2)—PERSONAL SERVICES. **See Annex II.**

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

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

*Subcategory (c)—Labor.*

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

CATEGORY (4)—OPERATING EQUIPMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Reductions in costs.*—The Operator shall account for and give the Government credit for any incidental benefits, credits, or money received in the ordinary course of business in prosecuting the work (as by salvage or sale of materials or equipment, furnishing of room or board, furnishing of power or services to third persons, rebates or discounts on purchases, etc.), in the same ratio in which the Government contributes to costs; and such amounts shall be treated as a reduction in costs incurred so that they are available for use within the limit of the original estimated total cost. This provision does not apply to receipts from production which are subject to the Government's percentage royalty under the provisions of Article ~~9~~ 8. **See Annex II.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13. *Changes and added provisions.*—

See Annex II.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By O. Meltzendorf

Administrator, Defense Minerals Exploration Administration

BALBOA MINING AND DEVELOPMENT COMPANY
(Operator)

By Albert F. Stoick

Title President

---

I, D. JAMES EDSON, JR., certify that I am the TREASURER AND secretary of the corporation named as Operator herein; that ALBERT F. STOICK who signed this contract on behalf of the Operator, was then PRESIDENT of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

D. James Edson Jr.

[ CORPORATE SEAL ]

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

**EXPLORATORY PROJECT SUMMARY**
**NATURAL RESOURCE AND DEVELOPMENT PROGRAM**
**[illegible]**

**[illegible]**

The land referred to in Article I of the contract from consists of 160 acres, more or less, situate as follows:

[illegible]
Sandy, Wyoming.

The operator in the prosecution of the project proceeded to the value of the improvements and [illegible] [illegible] December 12, 1957, by Charles [illegible] [illegible] Project Engineer, Sandy, and [illegible] [illegible] [illegible]

[redacted]

(c) Subparagraphs (2) through (6) of Article 6(a) are deleted.

(d) In addition to the costs of work delineated in Exhibit "A" by subparagraph of Article 6, the costs of work requirements specified in Exhibit "A" of Phase Two Cost are allowable costs of the project. The Government will contribute to the first eight years of work within any performance. A Phase Two Cost is an agreed price for each unit of work to be performed, regardless of work hours. If the Government chooses not to perform the work specified in Exhibit "A" Section III allowable costs of work to be performed under the Contract.

(e) In the last sentence of Article 6(e), the words "Article 9" are substituted for the words "Article 8".

(f) Notwithstanding any other provision of the Contract, the allowable unit cost for the first 8 drilling sites in the project shall be the amount of $[illegible] for the period of [illegible] for each of the drilling sites covered by the Contract. [illegible] the Contractor will not exceed [illegible] percent of the operating unit cost of a drilling site. Once exceeds the estimated unit cost of a drilling site shall be the actual unit cost of the drilling site in the Contract.

MF-205
(Combines and supercedes MF-[illegible] and MF-203)
June 1956

For Government's Use Only
EXPL[illegible]TION PROJECT CONTRACT
Operator [illegible]
Docket No. DMEA-[illegible]
Contract No. Idm-E 1178
Contract Date 18 MAR 1958

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of [illegible], State of [illegible], described as follows: 2/

[illegible] NW¼ and W½ NE¼ sec. 27, T. 52 N., R. 65 W., 6 P.M.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

Agreement and Lease between the undersigned and Shannon Oil Company dated October 27, 1950.

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

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

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: _____ (State "None" or "See Annex No.____")

Dated this _____ day of 18 MAR 1958, 195__.

Edwin F Thorn [Seal] SUNDANCE [redacted], Wyoming [Address]

Edwin F. Thorn

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

_____ [Seal] _____ [Address]

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

_____

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator Balboa Mining & Devel.Co.
Docket No. DMEA- 4889
Contract No. Idm-E 1178
Contract Date 18 MAR 1958

DMEA
DEPARTMENT OF THE INTERIOR
APR 24 1958
REGION III
COLORADO

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Crook, State of Wyoming, described as follows: 2/

E½ NW¼ and W½ NE¼ sec. 27, T. 52 N., R. 66 W., 6 P.M.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

None

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

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

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: NONE (State "None" or "See Annex No.____")

Dated this _____ day of 18 MAR 1958, 195__.

| | | | |
|---|---|---|---|
| R. S. Shannon Jr. | [Seal] | 603 Midland Savings Bldg. Denver 2, Colorado | [Address] |
| Shannon Oil Company | | | |
| | [Seal] | | [Address] |
| Paul S. Pustmueller | [Seal] | 824 Equitable Bldg. Denver 2, Colorado | [Address] |
| Fremont Petroleum Company | | | |
| | [Seal] | | [Address] |
| | [Seal] | | [Address] |
| | [Seal] | | [Address] |

I, P.E. MINNICK certify that I am the Ass't Secretary (Secretary, etc.) of the corporation named herein; that Paul S. Pustmueller who signed this agreement was then Vice-President (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

P E Minnick

[Corporate Seal]

MF-205
(Combines and supercedes MF-201 and MF-203)
June 1956

RECEIVED
JAN 29 1958
D.M.E.A.

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 1178
Contract Date 18 MAR 1958

CONSENT TO LIEN
and
SUBORDINATION AGREEMENT 1/

To the United States of America:

Referring to that certain land in the County of Crook, State of Wyoming, described as follows: 2/

E½ NW¼ and W½ NE¼ sec. 27, T. 52 N., R. 66 W., 6th P.M.

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

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

2. Grants to the Government a lien upon all of the undersigned's right, title, and interest in the land and upon any production of minerals therefrom, to secure the payment to the Government of a percentage royalty on production as may be provided for by the Contract;

3. Subordinates the undersigned's right, title, claim, or interest in or against the land and in any production therefrom to the rights of the Government under the contract with respect to royalty on production and liens to secure same;

4. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none." Do not leave lines blank.)

Mining lease between the undersigned and Shannon Oil Company, dated September 10, 1954.

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

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

5. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this Agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land, or any production therefrom furnishing the Government with two copies of such notice; and

6. Consents to all amendments (including an agreement of termination) and assignments of the contract without notice thereof, and undertakes and agrees that this Agreement shall extend and apply thereto.

7. Added provision: None (State "None" or "See Annex No.____")

Dated this 20th day of January, 1958.

| | | | |
|---|---|---|---|
| Frank I. Layman | [Seal] | 504 East 6th St. Sheridan, Wyoming | [Address] |
| | [Seal] | | [Address] |
| Anna E. Layman | [Seal] | 504 East 6th St. Sheridan, Wyoming | [Address] |
| | [Seal] | | [Address] |
| Marion L. Layman, Assistant Secretary-Trustee | [Seal] | 153 Avon Street Sheridan, Wyoming | [Address] |
| | [Seal] | | [Address] |

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

_____

[Corporate Seal]

FILE COPY
DMEA
RECEIVED JAN 29 19
DATE | INITIALS

ASSIGNMENT OF INTERESTS

KNOW ALL MEN BY THESE PRESENTS, That we, Frank E. Laymon and Anna M. Laymon, in consideration of One Dollar ($1.00) and other good, valuable and legal consideration, to us in hand paid by Marvin L. Laymon, of Sheridan, County of Sheridan, State of Wyoming, the receipt whereof is hereby acknowledged, do by these presents, sell, assign, transfer, and set over unto the said Marvin L. Laymon, his heirs and assigns, all of our right, title and interest, except as hereinafter reserved, in and to that certain Mining Lease between ourselves, as lessors, and the Shannon Oil Company, as lessee, dated September 10, 1954, upon the East half of the Northwest Quarter (E½NW¼), and West half of the Northeast Quarter (W½NE¼) of Section 27, Township 52 North, Range 66 West, of the Sixth Principal Meridian, in Crook County, State of Wyoming; provided however, that the undersigned expressly reserve unto themselves the right to receive all rentals, royalties, or other benefits due under, or arising from, said lease, during the remainder of their lives, or the life of the survivor thereof.

We further authorize the said Marvin L. Laymon in his own name, and on his own behalf, or as our attorney-in-fact, or otherwise, to do any and all things or acts in conjunction with said lease, which we ourselves might have done, and to take all legal measures, execute any necessary papers, and do any other act, to enforce said lease according to the tenor thereof, or to enlarge, forego, diminish, modify or subordinate, any or all of the lessors rights thereunder, including those reserved by us during our lifetime.

IN WITNESS WHEREOF, we have hereunto put our hands this 24th day of January, 1958, in the City of Sheridan, Sheridan County, State of Wyoming.

Frank E. Laymon

Anna M. Laymon

STATE OF WYOMING )
: ss
COUNTY OF SHERIDAN )

On this 24th day of January, A.D. 1958, before me personally appeared Frank E. Laymon and Anna M. Laymon, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Venida P. Fritz
Notary Public

My Commission expires on the 1st day of October, A.D. 1961.

[redacted]

[redacted]

[redacted]

with the assay certificates of the cuttings samples, shall be submitted with the Operator's monthly progress report. The monthly report shall also include a map or sketch showing the location and spiral elevation of each hole drilled during the reporting period.

The Government will not contribute to the cost of an incomplete hole, a hole that is closer than 200 feet to the boundary of the project area, or a hole that cannot be probed with standard industrial testing equipment.

The Operator shall employ a full-time supervisor and such other technical services and labor as are required to complete the project work.

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

The work shall be performed in two stages. The Operator shall perform all the Stage I work and as much of Stage II work as is approved in advance in writing by the Government.

Stage I

Drill not in excess of 21 holes at the approximate locations shown on the map entitled "Map Showing Recommended Exploration, Layman Lease, Helium Mining and Development Company, Crook County, Wyoming," attached hereto and made part hereof.

It is estimated that drill holes 1 through 8 will average 210 feet in depth and holes 9 through 14 will average 300 feet in depth. These holes are limited to the exploration of the upper sandstone bed. The holes shall not penetrate more than 10 feet into the gray to slimgray sandstone which lies between the upper and lower potential uranium-bearing sandstone beds of the Lakota formation.

It is estimated that holes 1, 2, and 15 through 21, which are intended to penetrate the upper and also the lower sandstone beds of the Lakota formation, will average 300 feet in depth. The holes shall not penetrate more than 10 feet into the underlying Morrison formation.

With the exception of hole 3, no hole drilled in this stage of the contract shall be closer than 100 feet to any known drill hole.

It is estimated that 4,900 feet of non-core rotary drilling, 10.5 hours of standby time for probing, and chemical analyses, for the $U_3O_8$ content, of 105 samples will be required to complete Stage I. However, if these estimates are inadequate to permit completion of the Stage I work, upon the written approval of the Government, additional units of work and corresponding funds may be transferred and deducted from those allowed in Stage II.

Stage II

The work consists of extending significant uranium-mineralization beyond indicated by previous holes. Not more than 4 holes shall be drilled as offsets to any one hole, and no hole shall be closer than 100 feet to any other hole.

Stage II work shall not exceed 5,000 feet of non-core rotary drilling, 10.5 hours of standby time for probing, and chemical analyses, for the $U_3O_8$ content, of 105 samples.

Estimated Costs of the Project

Stage I

Actual Costs

Category (1) Independent Contractor

Rotary non-core drilling, 4,900 ft. @ $2.25/ft. $11,025.00

Standby time, 10.5 hours @ $14/hr. 147.00 $11,172.00

Categories (2) through (6)

None

Category (7) Miscellaneous

None except:

Chemical analyses for high content of 105 samples @ $5.00/sample $ 525.00 $ 525.00

Final Drill Hole (See Annex II)

Incidental allowance/ for each foot of drill hole completed, 4,500 ft. @ $0.24/ft. $ 1,080.00 $ 1,080.00

Total Estimated Cost Stage I $13,072.00

Stage II

Actual Costs

Category (1) International Contractor

Actual non-core drilling, 5,000 ft. @ $2.35/ft $11,750.00

Standby time, 10.5 hours @ $14/hr. 147.00 $11,897.00

Categories (2) through (6)

None

Category (7) Miscellaneous

None except:

Chemical analyses for high content of 105 samples @ $5.00/sample $ 525.00 $ 525.00

Final Drill Hole (See Annex II)

Incidental allowance/ for each foot of drill hole completed, 3,000 ft. @ $0.24/ft. $ 1,000.00 $ 1,000.00

Total Estimated Cost Stage II $13,322.00

# SUMMARY

| | |
|---|---|
| Total Estimated Cost Stage I | $13,972.00 |
| Total Estimated Cost Stage II | $[illegible] |
| Total Estimated Cost of Project (rounded) | $[illegible],194.00 |
| Government Participation @ 50% | $[illegible] |

---

1/ Includes all costs whatsoever, that might otherwise have been allowable costs of the contract under Categories (2) through (5) which have been deleted from this contract.

EXTRA COPY
DMEA
RECEIVED MAY 14 1958

| DATE | INITIALS | CODE |
|---|---|---|
| | | 800 |
| | | |
| | | |
| | | |
| | | |
| | | |

[illegible]
[illegible]
May 14, 1958

[illegible]

To: Chairman, Operating Committee, DMEA

From: Acting Executive Secretary, DMEA Field Team, Region XXX

Subject: Contract No. [illegible] with (Sponsor), Contract No. [illegible], Water Mining and Development Company (Project Property), Green County, Wyoming

Reference was the Sponsor's [illegible] request of Regional Engineer's letter No. [illegible], which was forwarded by your letter of April 14, 1958 for signature of the Sponsor and execution of a suitable supplemental [illegible] of the contract [illegible].

The contract was the subject of the Sponsor's letter of May 2, 1958, by which the executed copies of the contract were returned to this office, and upon review of a letter from this office, dated May 12, 1958, through [illegible] the Sponsor's [illegible] of the contract. Such report [illegible] indicates [illegible] of the contract under the [illegible] and purposes to be defined in connectionship with this action in all matters pertaining to the contract.

The contract, dated June 12, 1958, provides for [illegible] and [illegible] to work [illegible], upon which the Government will [illegible] to payment, up to [illegible] in amount of $[illegible].

Copies of the contract have been distributed to the Finance Office and Office [illegible] in Region XXX.

Original signed by
E. N. HARSHMAN

E. N. Harshman

Enclosure:

Original.

cc: Sponsor
Finance Office, Region XXX
Region XXX
Sponsor
DMEA/Area Engrs
Contract Office - w/copy of letter to Sponsor.
Personnel
Chron.

} w/copy of contract and letter to Sponsor.

Balboa Mining and Development Company
Post Office Box 561
Grand Junction, Colorado

May 9, 1958

DMEA
DEPARTMENT OF CH[illegible]
MAY 1[illegible] 1958
REGION II
DENVER, COLORADO

Mr. E. N. Harshman
DMEA Field Team, Region XXI
224 New Customhouse
Denver 2, Colorado

Dear Mr. Harshman:

Docket No. DMEA 4889 (Uranium)
Balboa Mining and Development Company
(Hayron Property)
Crook County, Wyoming
Proposed Exploration Project
Contract No. Idm-E1178

Enclosed are the four copies of Exploration Project Contract No. Idm-E1178 which have been executed in behalf of our company by Mr. Stolck and the writer.

Our work will commence on or before June 15, 1958. Monthly reports as required by our contract will be prepared in the field by Mr. Stolck, but we would appreciate receiving an extra set of the report forms for this office.

Very truly yours,

BALBOA MINING AND DEVELOPMENT COMPANY

D. Jerome Nixon, Jr.

D. Jerome Nixon, Jr.
Secretary

JDN:[illegible]

EXTRA COPY
DMEA
RECEIVED MAY 14 1958
DATE | INITIALS | CODE

204 New Customhouse
Denver 2, Colorado

MAY 12 1958

CERTIFIED MAIL

Mr. S. Jamp Hines, Jr., Secretary
Dalton Mining and Development Company
P. O. Box 861
Grand Junction, Colorado

Re: Docket No. DMEA 4069 (Uranium)
Contract No. Ida-X1176
Dalton Mining and Development Company
(Lagoon Property)
Crook County, Wyoming

Dear Mr. Hines:

Enclosed is the "Operator's Copy" of Exploration Project Contract No. Ida-X1176, Docket No. DMEA 4069.

Also enclosed are six copies each of Form MP-104, "Operator's Monthly Report and Voucher," and Form MP-104A, "Operator's Unit Cost and Progress Report." At the end of the first calendar month after work is commenced, and monthly thereafter, you are required to submit the original and four copies of each form to the

Executive Officer
Defense Minerals Exploration Administration
204 New Customhouse
Denver 2, Colorado.

The extra copy is for your records.

Forms MP-104 and MP-104A are to be combined into five sets of one of each form. Each set of the combined forms is to be accompanied by a map or sketch, showing the location and extent of work performed, and a signed narrative report which describes the work performed, conditions encountered, and results of the work. The monthly accounting report will not be processed for reimbursement unless it is accompanied by a signed narrative report and other required or pertinent data. Additional copies of Forms MP-104 and MP-104A will be forwarded to you each month on receipt of your report for the prior month.

For your information, and in reply to many questions that have been asked, after Forms HP-104 and HP-104A are returned, an engineer will check progress on the project and review your accounts. The report forms will then be forwarded to this office for administrative consideration and vouchering. If the report is in order, a check will be issued by the Treasury Department for the Government's portion of the approved costs. If you have any difficulty in completing these forms and the reports, please call on this office for assistance.

In the matter of your claim for reimbursement of drilling costs under the terms of the contract, reimbursement to you will be on the basis of a hole or holes completed to the objective, which hole or holes have been drilled in compliance with conditions under the "General Provisions" section of Exhibit "A" of the contract and the specific conditions pertaining to the drilling under each stage. Therefore, your monthly report should include only such holes which are completed to that extent and the regional records make a part of your claim for reimbursement.

The contract is prepared on Form HP-103, and under the provisions and as outlined in Exhibit "A" attached to the contract, the allowable costs are a combination of "Actual Costs," and "Fixed Unit Costs," with established maximum average unit costs for the drilling and fracture unit costs, which cannot be exceeded, for the other items of work under Category (1). Under the provisions of Article 6 of the contract, the work outlined in Exhibit "A" under Category (1) is to be performed by an independent contractor. The actual costs of the work completed under Category (1) are to be reported under item (1) on Form HP-104 and must be supported by a signed or certified true copy of the billing from the subcontractor. The costs of sample analyses, under Category (7), are to be reported under item (7) on Form HP-104. The number of sample analyses reported must be documented by a copy of the assay forms and a signed, or certified, true copy of the billing from the assayer. Amounts reported on the basis of "Fixed Unit Costs" require no documentation, as they are otherwise verified. However, costs on a "Fixed Unit Cost" basis are to be reported on Form HP-104, under item (1). The foregoing applies to both stages of work described in Exhibit "A". For further information relative to documentation of costs, please refer to instructions on the reverse side of Form HP-104. Also, please refer to instructions on the reverse side of Form HP-104A, regarding preparation of that form.

In reference to the drilling work under Category (1) of Exhibit "A", please refer to item (f) of Annex II attached to the contract pertaining to the average unit cost. If costs incurred any month cause the average unit cost to be in excess of the maximum allowable average unit cost, such excess costs will be suspended, subject to reinstatement at a later date within the aggregate of such suspensions, should the costs incurred any subsequent month cause the average unit cost to fall below the maximum allowable average unit cost. The foregoing applies to each separate class of drilling under each work stage.

In the event you desire to perform the work under Category (1) on company account instead of subcontracting it, as provided in the contract, it will be necessary that you request and obtain an appropriate amendment to the contract before reimbursement can be made to you for the Government's portion of the allowable incurred costs.

Your requests to this office for work approval, changes in the contract, or any other communication pertaining to operations under the contract, must be in writing, of which please supply the original and five copies, each copy complete with maps or other pertinent data. Each request for action by this office must pertain to one matter only. Such requests are not to be incorporated in your narrative report accompanying monthly progress report Forms RF-104 and RF-104A.

The locations of holes to be drilled under Stage I are indicated as approximate on the map attached to the contract. Should conditions encountered necessitate any appreciable change in the location of any of the holes, approval of this office for the change must be obtained prior to performance of the drilling. Otherwise, the drilling may not be acceptable for reimbursement to you under the terms of the contract.

Your attention is directed to the provision that Stage II work is contingent on results obtained from Stage I, and performance of the work under Stage II is subject to the prior written approval of the Government.

When work under Stage I has been completed, or sufficiently so to permit evaluation of results of the work, you must request approval from this office for the work you propose to perform under the next stage. Your request for the work approval must be in duplicate, each copy complete with a map showing the location and extent of the work completed and the location of the additional work proposed. Also, your request must include an evaluation of the work completed and include assay returns and any other pertinent data which will be of value to the Government in appraising results of the work.

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

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

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

It is a regulation that reimbursement for the cost of work accomplished prior to the date of the contract will not be allowed. It is a requirement and necessity that you notify this office in writing the date work actually commences under the contract.

Very truly yours,

Original signed by
E. N. HARSHMAN

Acting Executive Officer, NRDA
Field Team, Region III

Enclosures

JWF:pfl

cc: Chem. Op. Comm. (3)
Finance Office, Region III
Accountant file, Region III
Harshman
NRDA/DFC (Mayer)
Carpen. file
Trammel
Chron.

cc: Mr. Robert F. Stoick, President
Balboa Mining and Development Company
P. O. Box 217
Lovell, Wyoming
(w/set of Forms MF-104 and MF-104A)

DMEA Form 14

Contract No. Idm-E 1178

Docket No. 4889

DEPARTMENT OF THE INTERIOR

**Approved contract**

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Obligation Document

TO: Chief, Finance Section, Budget and Finance Branch, Bureau of Mines

Please make the following entry on the records of the Defense Minerals Exploration Administration under the Strategic and Critical Minerals Exploration Program.

| Date of Contract | Region | State | Commodity |
|---|---|---|---|
| March 18, 1958 | III | Wyoming | Uranium |

Name and Address of Operator: Balboa Mining and Development Co.
P. O. Box 861
Grand Junction, Colorado

| | Reserve | Obligation |
|---|---|---|
| Prior Amount | 0 | 0 |
| Increase | 13,097.00 | 0 |
| Decrease | 0 | 0 |
| Revised Amount | 13,097.00 | 0 |

Remarks:

(Name)
Allen S. Dakan, Chief
Operations Control and
Statistics Division
(Title)

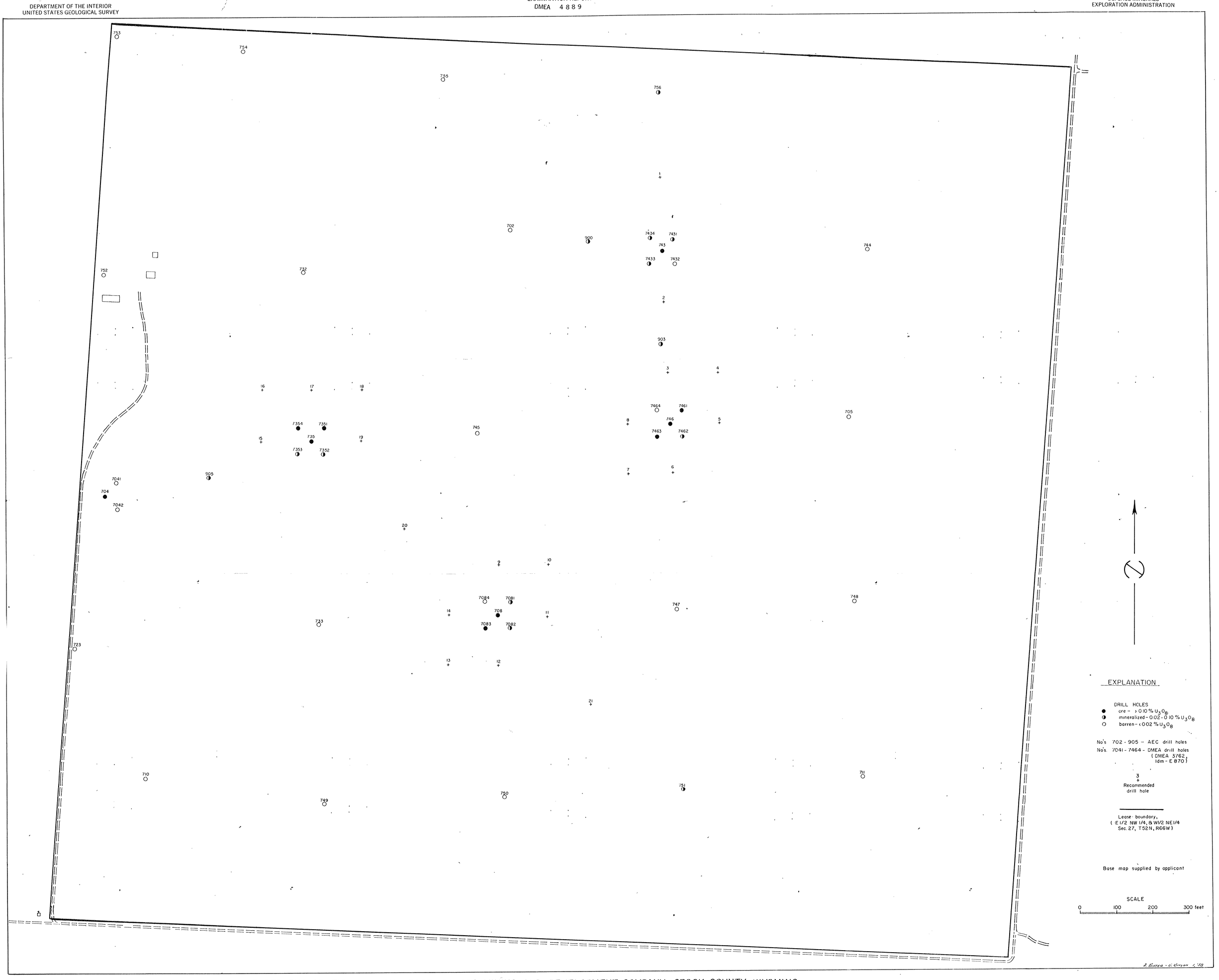
Date delivered to Bureau of Mines, Washington 3/18/58

22845

DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY

EXAMINATION REPORT
DMEA 4889

PREPARED FOR
DEFENSE MINERALS
EXPLORATION ADMINISTRATION




MAP SHOWING RECOMMENDED EXPLORATION, LAYMON LEASE, BALBOA MINING AND DEVELOPMENT COMPANY, CROOK COUNTY, WYOMING.