DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3810

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported. cys. to USBM, USGS, and Reg. II

This document has been recorded as

Exploration

Any action taken to change the type of request for assistance must be promptly reported to the Reports and Records Branch. Use DMA Form 2 for submitting these reports.

Routing Slip

To:	Non-Metallic Met. Div.	Date	5/18/55
To:	Open Com	Date	5-26-55
To:		Date	
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DO NOT DETACH

CONTROLLED DOCUMENT

IN REPLY REFER TO:

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

May 23, 1955

Memorandum

To: L. G. Houk, Chief, Nonmetallic Minerals Division, Defense Minerals Exploration Administration

From: Robert Lawthers, U. S. Geological Survey

Subject: DMEA Docket 3810; Thompson Materials and Construction Co., Review of application.

Applicant desires to recover heavy minerals from sand and gravel deposits that at present are mined from the San Joaquin River by the applicant for the production of concrete aggregate. Large tonnages of crude sand and gravel appear to be present in the area controlled by the applicant. Very little information is given in the application on the heavy mineral content of these sands. One analysis of crude sand shows 3.48 percent TiO_2; another sample of "a sample of the same sand in which we washed out the silica" contains large amounts of iron and titanium, with minor aluminum, silicon, magnesium, and zirconium; mineralogical examination revealed "chiefly" ilmenite, with a "little" magnetite, and some zircon and garnet. There is no indication that rutile occurs in the sample.

I could find nothing in the files on the composition of San Joaquin river deposits. Descriptions of other areas in California, particularly in the Los Angeles area, indicate that ilmenite is more common than rutile in stream deposits.

Under item 5 the applicant states that the exploration money will be used to add "sufficient and proper equipment to concentrate, and separate the desirable minerals." No further work on determining grade and character of the deposit is contemplated.

Conclusions

The presence of rutile has not been demonstrated in this deposit. The following heavy minerals have been identified: ilmenite, magnetite, garnet, epidote, and zircon, although the amount of each is unknown. From the limited information in the files, it is difficult to determine if rutile occurs in this area. Other commercial minerals may occur in the deposit, as analyses furnished by the applicant show niobium (columbium), tantalum, thorium, yttrium, and ytterbium; the minerals in which these occur are unknown.

The applicant has requested financial assistance to separate and concentrate heavy minerals occurring in his sand and gravel plant. It is my understanding that this type of assistance is not given under the DMEA program; therefore, I believe the application should be denied. Should DMEA believe that exploration work on this deposit is warranted, it might advise the applicant to undertake more detailed preliminary work. If such investigations show that rutile and other commercial minerals (such as columbite, tantalite, monazite, etc.) are present in this deposit, and should the applicant wish to explore the extent and grade of this deposit, the Government might then be able to consider giving the applicant financial exploration assistance.

Robert Lawthers

Robert Lawthers

Houk

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

May 19, 1955

Memorandum

To: L. G. Houk, Chief, Nonmetallic Minerals Division, Defense Minerals Exploration Administration

From: Chief, Branch of Light Metals, Division of Minerals

Subject: Docket No. DMEA 3810 - Rutile - Thompson Materials & Construction Company, California

The subject docket has been reviewed by this office. Comments regarding the application are as follows:

1. This is not a request for exploration assistance. The company states that the presence of minerals has been proven and that their request is for assistance in concentration and separation of minerals.

2. According to the assay reports titanium is present in the form of ilmenite and not as rutile. Ilmenite is not included in the list of minerals currently eligible for aid under the DMEA program.

The subject application is returned herewith.

F. J. Cservenyak

F. J. Cservenyak

Attachment

May 18, 1955

Subject: DMEA-3810
Re: Exploration Assistance

Thompson Materials & Construction
Co., Inc.
917 Dome St.,
Avenal, California.

Gentlement

The receipt of your application dated May 11, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3810 and referred to the Non-Metallic Metals Divsion.

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

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

Yards at:
Avenal
Coalinga
Rock Plant, Hwy. 33
Peterson Pit

THOMPSON MATERIALS AND CONSTRUCTION CO. INC.
ROAD MATERIALS -:- ROCK -:- SAND -:- CEMENT
TRANSIT MIX CONCRETE
917 Dome Street
AVENAL, CALIFORNIA

Telephones:
Avenal Office 237
Coalinga . . . 113J
Coalinga . . 318-R-2
Madera . . . 149-J-1

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 16 1955

May 11, 1955

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

Gentlemen:

WSM

Enclosed please find our application for aid in an exploration project, filled out on your form MF-103, Revised April 1952.

Accompanying this application, you will find photostatic copies of our leases, assays, made by a commercial assay laboratory, and photographs of our plant.

We consider our project is an exploration project, and will come under your DMEA Order #1, Amended. Although the risk or hazard usually prevalent in exploration work is in our case pretty well eleminated as we have proven the minerals are there. We still recognize the risk, and/or hazard envolved in the task of concentrating and seperating these known elements into commercially marketable products. Therefore, this phase of the work to us is still exploratory, and it is upon these grounds that we are filing this application.

We feel we are wasting valuable minerals for the Government, and some additional revenue to us, by continuing to operate as we are, letting these minerals go on through with the sand and winding up in some customers concrete.

Your early consideration of this application will be appreciated.

Yours very truly,

THOMPSON MATERIALS AND
CONSTRUCTION CO., INC.

By: George L. Thompson

GLT/ec
Enc

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
MAY 16 1955

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

Not to be filled in by applicant

Docket No. 3810
Metal or Mineral Rutile
Date Received 5-16-55
Estimated Cost 50,000
Participation (Government %) 75

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Thompson Materials & Construction Co., Inc. Corporated in the State of California, George L. Thompson, Pres., Lois V. Thompson, Vice Pres., Elsie V. Smith, Sec., Treas.

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized.

(*c*) If a corporation, add to above statement, titles, names and addresses of officers.

(*d*) If a partnership, add to the above statement the names and addresses of all partners.

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract See attached leases, plus 6 acres we own in fee described as follows: Lot 2 which lies N&W of Madera Ave., less portion sold to Fresno County for Gravel Pit, Sec. 7; T. 13S; R. 18E.

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

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Owner of 6 acres, Lessee of Approximately 330 acres.

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

(*e*) If you own the land, describe any liens or encumbrances on it 6 Acres mortgaged to C. D. Brown

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. none

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

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

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

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

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

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore Manganese, chrome, iron, titanium, Zirconium, molybdenum, tungsten, Cobalt, lithium and of course the gold & silver. will be [illegible] to be [illegible] Other minerals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Money ☒ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated May 11, 195 5

THOMPSON MINERALS CO.
CONSOLIDATED CO. INC.
(Applicant)

By George F Thompson Pres

Elsie D Smith, Sec-Treas

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

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

Supplementing the questions asked on Form MF-103 revised April 1952, we add the following information with reference to:

4. Physical description.--(a) We have been for a couple of years, and are still mining at the Peterson Pit location, with a floating suction dredge equipped with an 8" Ansco Sand & Gravel Pump, photograph enclosed. Our mining operations are carried on primarily to supply our own requirements, and the general trade with concrete aggregates. The above mentioned floating dredge sweeps the bottom of the river clean as we go after removing all the rock and sand, and the entire thruput is pumped through a floating 8" discharge line to a semi-portable screening, grading and storage plant on shore. Photograph enclosed. Due to the fact that the maximum sized aggregate in the river (approx. 4") is small enough that it will all pass through our pump and discharge line, it is not necessary to leave any boulders laying on the bottom of the river for the fine sand and minerals to hide under. We have noticed due to this condition, that we have produced gold, silver and valuable minerals as a by-product in quantities never before approached by other aggregate producers. We enclose herewith, a copy of an assay made on the general run of river sand handled through our plant and stockpiled, and another copy of an assay made on a panned sample of the same sand in which we washed out the silica. Our pump has a maximum capacity of around 150 tons per hour of 1/4" minus sand, and conservatively will handle an average of 1000 tons per 8 hour day. We operate 5 days per week.

Mineral Administration
RECEIVED
MAY 13 1955

Our interest is bourne out by the copies of the leases included herewith, and owning 6 acres in fee.

As to accessibility for examination purposes, the river bed is from 6 ft. to 25 ft. below water level, but we have thousands of tons of sand stored on land that came out of the river bed.

(b) As you can see by the leases, we have two 20 year leases with 10 year renewal options on 5 miles of the river bottom from the State of California. The river will vary in width from 200 ft. to 700 or 800 ft. The sand and gravel will vary in depth from 6 ft. along the edge to 25 ft. in the center. In addition to the two State leases, we have a 28 acre lease of which a copy is enclosed, and own 6 acres in fee. In this acreage that we control, we have millions of tons of unworked river bed. In addition to the acreage controlled by us, there are hundreds of acres along the shore and low lands adjoining us that can be leased. We have found places where the river channel flowed thousands of years ago that is now not within the banks of the present river.

(c) The San Joaquin River originates in the highly mineralized Sierra Nevada Mountains to the East of us. The minerals contained in our leases has been washed down from these mountains, and is now laying in the bottom of the river in the form of a placer deposit.

(d) Our plant now set up at our (Peterson Pit), is located 9 miles South of Madera, California, and 9 miles North of Kerman, California, and approximately 23 miles Northwest of Fresno. There is a good road leading to our plant. We are 1/2 mile off of a main highway, and 9 miles from a railroad shipping point.

(e) Any quantity of man power, materials, supplies, equipment, water and power, is readily available. We have 3 phase 440 volt power connected into our plant.

2-- Supplementing questions, Form MF-103 - Continued:

5. The exploration project.--(a) In answering paragraph #5, we wish to point out that the usual risk or hazard normally prevalent in exploration work is in our case pretty negligable, as we have proven the minerals are there, but we do recognize the risk and/or hazard envolved in the task of concentrating, and seperating these known elements into commercially marketable products. This phase of the work to us is still exploratory, and it is in this connection that we are asking for financial aid.

(b) The proposed work will consist of adding sufficient and proper equipment to concentrate, and seperate the desirable minerals.

(c) Reasonable starting and completion dates can be arrived at for the plant additions.

(d) The dredge operation, sand and gravel production will continue to be operated by the present personal. If a mining engineer, or a trained laboratory technician is necessary to operate or supervise the extraction and/or seperation of the minerals, this will be done.

6. Estimate of costs: It is estimated at this time, that approximately $50,000.00 will be required to buy the equipment needed, and bear the cost of installation.

(a) We have the men and construction equipment available to install the additions.

(b) Engineering and consultant fees included in above estimate.

(c) All equipment included in above estimate, operating supplies, water and fuel negligable. Power required estimated at 150 H.P. connected load, costing approx. $300.00 per month.

(d) All of our present equipment will be used in the operation at no cost to the concentrating and extraction plant. Present equipment includes:

8" Ansco Sand & Gravel Dredge Pump
150 H.P. Variable Speed Electric Motor Drive
Adequate switching, power line and control equipment
20 H.P. 400 G.P.M. Jet and Aggitating Pump.
1½ H.P. Priming Pump
1000 Ft. of 8" Discharge Lines with Floats and Flexible Discharge Hoses.
4 - 65 ton Circular Steel Storage Bins
1 - 3' x 10' Symons Double Deck Shaker Screen
1 - 18" x 10' Eagle Twin Screw Coarse Aggregate Washer
1 - 50 ton Platform Truck Scales
1 - Office and Scale House
1 - 2 H.P. Electric Driven Air Compressor & Storage Tank
1 - Model HM Hough 1½ Cu.Yd., 4 Wheel Drive Pneumatic Tired Loader
1 - 3/8 Cu.Yd. Bay City Pneumatic Tired Loading out Crane with Clam Bucket.

(e) All of the above equipment will be devoted to the exploration extraction project without cost.

3-- Supplementing questions, Form MF-103 - Continued

(f) Included in the above estimate.

(g) Included in the above estimate

(h) Not to exceed 10%

7. (a) Yes

(b) Use of company owned equipment as marked on application. This equipment is evaluated at $50,009.06.

A. H. HOLLAND, PRES.
EDMUND E. PHILLIPS, VICE-PRES.—GEN. MGR.

OUR MOTTO:—WHAT THERE IS IN IT, NO MORE, NO LESS.

M. E. HOLLAND, TREASURER
M. E. PHILLIPS, SECRETARY

THE COLORADO ASSAYING COMPANY

(Incorporated)

COMPLETE ANALYSIS ON ANY ORE $25.00 UP

THIS ANALYSIS WILL DETECT AND REPORT EVERY ELEMENT OR METAL THAT MAY BE PRESENT IN THE ORE, TOGETHER WITH THE PERCENTAGE AND VALUE OF EACH. IT IS THE MOST SATISFACTORY ANALYSIS TO APPLY ON ALL UNKNOWN ORES, WHOSE GENERAL APPEARANCE INDICATES PROBABLE VALUES

ASSAYERS AND CHEMISTS

2013 WELTON STREET

QUALITATIVE ANALYSIS $5.00

THIS ANALYSIS WILL DETECT AND REPORT THE ABSENCE OR PRESENCE OF THE FOLLOWING 23 METALS: LEAD, SILVER, MERCURY, GOLD, BISMUTH, ARSENIC, ANTIMONY, COPPER, CADMIUM, TIN, ALUMINUM, MANGANESE, COBALT, ZINC, CHROMIUM, STRONTIUM, IRON, NICKEL, BARIUM, CALCIUM, MAGNESIUM, TUNGSTEN AND MOLYBDENUM.

DENVER 1, COLO., Jan. 19, 1955.

Report on Complete Analysis submitted by Thompson Materials & Construction Co., Avenal, Calif.

ELEMENTS PRESENT	PERCENTAGES
Silica	61.12
Iron Oxide	13.73
Aluminum Oxide	11.08
Calcium Oxide	3.47
Magnesium Oxide	1.34
Manganese Dioxide	0.39
Chromium Oxide	0.01
Titanium Dioxide	3.48
Zirconium Dioxide	0.62
Sodium and Potassium Oxides	4.50
Columbium and Tantalum Oxides	0.02
Thorium Dioxide	0.05
Barium Sulphate	0.03
Vanadium Pentoxide	0.02
	99.86

Gold .05 oz. per ton -at $35.00 per oz. - $1.75 per ton
Silver trace
Beryllium, Copper, Fluorine, Gallium, Nickel traces
Phosphorus , Tin, Rare Earths traces
Platinum and Platinum Group Metals none.

REMARKS: This sample consists chiefly of white to pale pink Feldspars (sodium potassium calcium aluminum silicate), hard clear Quartz (silica), dark flaky Biotite Mica (potassium magnesium iron aluminum silicate), heavy black Magnetite (magnetic iron oxide) and slightly magnetic Ilmenite (iron and titanium oxides).
The gray-green pebbles are Andesites (complex silicates of aluminum, iron, calcium, magnesium, sodium, potassium, etc.).
The heavy water clear grains are Zircon (zirconium silicate).
The heavy pink to yellow brown grains are Garnets (calcium iron aluminum silicates), while the green grains are part Epidote (calcium iron aluminum silicates). Very small amounts of other minerals are present.
The Gold and Zircon contents appear to have the greatest commercial possibilities in this sample.

Respectfully submitted,

THE COLORADO ASSAYING CO.

Edmund Phillips

A. H. HOLLAND, PRES.
EDMUND E. PHILLIPS, VICE-PRES.—GEN. MGR.

OUR MOTTO:—WHAT THERE IS IN IT, NO MORE, NO LESS.

M. E. HOLLAND, TREASURER
M. E. PHILLIPS, SECRETARY

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(Incorporated)

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ASSAYERS AND CHEMISTS

2013 WELTON STREET

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THIS ANALYSIS WILL DETECT AND REPORT THE ABSENCE OR PRESENCE OF THE FOLLOWING 23 METALS: LEAD, SILVER, MERCURY, GOLD, BISMUTH, ARSENIC, ANTIMONY, COPPER, CADMIUM, TIN, ALUMINUM, MANGANESE, COBALT, ZINC, CHROMIUM, STRONTIUM, IRON, NICKEL, BARIUM, CALCIUM, MAGNESIUM, TUNGSTEN AND MOLYBDENUM.

DENVER 1, COLO., Jan. 19, 1955.

Report on Spectrographic Analysis submitted by Thompson Materials & Construction Co., Avenal, Cal.

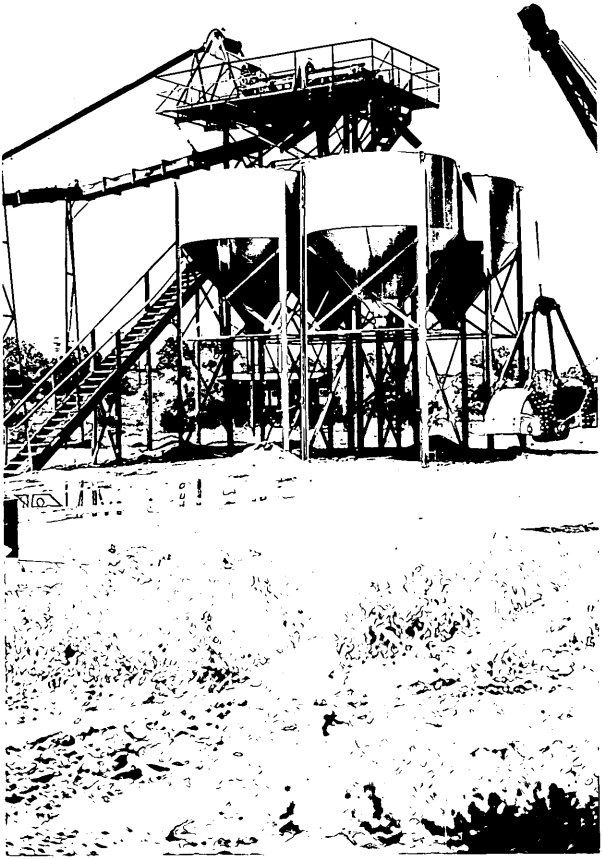
"Radioactive Sample"

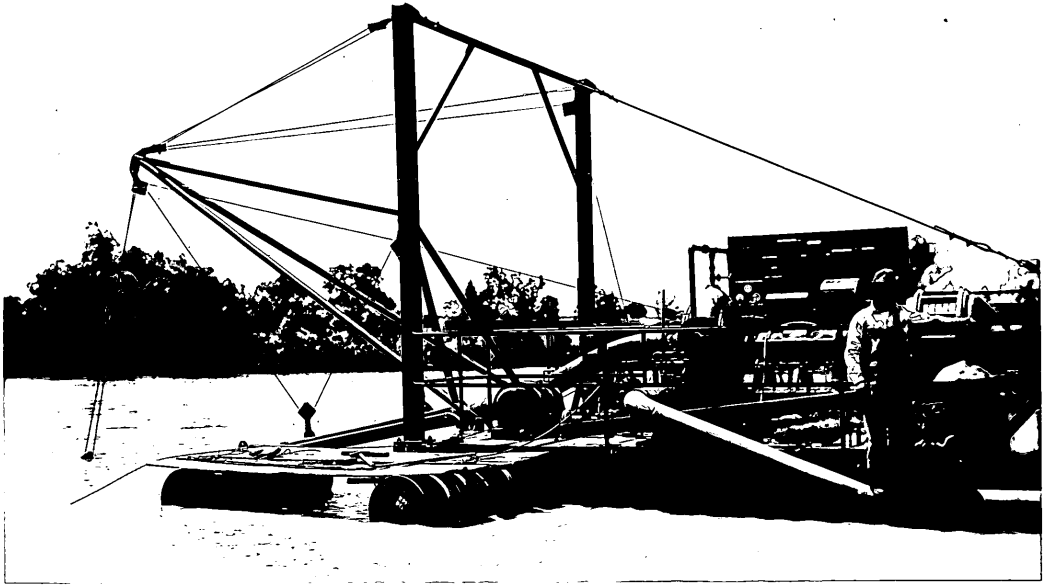
ELEMENTS PRESENT	APPROXIMATE PERCENTAGES
Iron	major
Titanium	major
Silicon	5.-10.
Aluminum	2.-5.
Magnesium	1.
Zirconium	2.-5.
Barium	.01
Beryllium	.001
Calcium	.2-1.
Columbium	.2-1.
Cobalt	.01-.1
Chromium	.01-.1
Copper	.01-.05
Gallium	.001-.01
Lead	.05-.3
Manganese	.1
Nickel	.01-.1
Potassium	.01-.1
Sodium	.01-.1
Mercury	.01-.1
Tin	.01-.1
Vanadium	.1-.2
Tungsten	.01-.03
Zinc	.01-.1
Tantalum	.2-.5
Thorium	1.-2.
Yttrium	.1
Ytterbium	.01

Gold 111.14 oz. per ton- $3889.90 per ton Platinum trace
Silver 22.50 oz. per ton -$20.25 per ton Uranium none detected
Other Rare Earths none detected

REMARKS: This sample consists chiefly of heavy black Ilmenite (iron and titanium oxides) with a little black Magnetite (magnetic iron oxide). The heavy water clear crystals are Zircon (zirconium silicate). Pink, brown, and yellow Garnets (complex calcium iron aluminum silicate) are present. The minerals containing the columbium, tantalum, and thorium, we were unable to accurately identify. This material is most valuable for its gold and silver contents. The zirconium, thorium, columbium and tantalum contents are also of commercial interest.

Respectfully submitted,
THE COLORADO ASSAYING COMPANY





W. O. 1145

STATE OF CALIFORNIA
STATE LANDS COMMISSION
STATE BUILDING
LOS ANGELES

No. 1434.1 PUBLIC RESOURCES CODE SERIES

Mineral Lease for Extraction

For such consideration and specific purposes as are hereinafter set forth, and subject to such terms, conditions, reservations, restrictions and time limitations as are hereinafter set forth:

THE STATE OF CALIFORNIA, Party of the first part, hereinafter called the State, acting through the State Lands Commission and pursuant to the authority contained in Division 6 of the Public Resources Code and the rules and regulations adopted thereunder, does hereby grant for a term of twenty years, beginning August 25, 1954 to George L. Thompson of the County of Kings, State of California, and hereinafter called the Lessee, a lease of, in, and upon those certain submerged lands situate in the Counties of Fresno and Madera, State of California and more particularly described as follows, to wit:

> The bed of the San Joaquin River lying between the northerly and southerly lines of low water and located in Sections 1, 2, 10, 11, 12, T. 13 S., R. 17 E., and Sections 6, 7, T. 13 S., R. 18 E., M.D.B.& M., containing 150 acres, more or less.

The parties to this lease do hereby covenant and agree as follows:

1. That the term of this lease shall commence upon the above cited date of August 25, 1954 and shall continue thereafter (unless sooner terminated as hereinafter provided) until August 24, 1974;

2. That the Lessee shall pay to the State as consideration for the

granting of this lease:

(a) Annually, in advance, as rental, the sum of $150.00.

(b) Royalty in accordance with the following schedule:

(1) For all sand and gravel extracted hereunder

$R = 0.03 + B\ (C - 0.30)$ $B = 0.05$

Where R = royalty in dollars and cents per cubic yard of sand and gravel extracted.

B = bid factor to be inserted by bidder (expressed as 1.1, or 0.6, etc.).

C = weighted average sales price of sand and gravel per cubic yard, determined at the end of the first lease year and every four years thereafter and utilized in the formula for computing the royalty for the ensuing interval.

For the first year of the lease the royalty shall be $.03 per cubic yard of sand and gravel extracted.

The maximum royalty hereunder shall not exceed twenty-five per cent (25%) of the weighted average gross sales price.

(2) For gold, silver, other precious and radio-active minerals extracted

$R = 0.0125 + 0.01\ (C - 0.25)^2$

Where R = royalty in dollars and cents per cubic yard of sand and gravel from which the minerals are extracted. (This royalty shall be in addition to the royalty payable for extraction of said sand and gravel).

C = weighted average gross sales price of minerals per cubic yard of sand and gravel from which the minerals are extracted, determined at the end of each lease year and utilized in the formula for computing the royalty for the ensuing interval.

For the first year of this lease the royalty shall be ten per cent (10%) of the weighted average gross sales price of minerals.

The maximum royalty hereunder shall not exceed fifty per cent (50%) of the weighted average gross sales price.

3. That the Lessee will pay to the State the said rental and royalty consideration reserved to the State, to the State Lands Commission, Room 302 California State Building, 217 West First Street, Los Angeles 12, California, without deduction, default or delay; and, in the event of failure of the Lessee so to do, or in the event of a breach of any of the other covenants contained within this lease, or failure to observe the terms, conditions, restrictions or time limitations herein contained, to be kept, performed and observed, it shall be lawful for the State to re-enter into and upon the demised premises, and to remove all persons and property therefrom, and to repossess and enjoy the herein described demised premises as in the first and former estate of the State, anything to the contrary herein contained notwithstanding;

4. That the described land shall be used during the term hereof only for lawful commercial purposes, for the extraction of sand and gravel, gold, silver, other precious and radio-active minerals in accordance with the specifications set forth in Exhibit A attached hereto and by reference made a part hereof.

5. That the Lessee shall not transfer nor assign this lease and shall not sublet said land nor any part thereof, except upon the prior written consent of the State first had and obtained;

6. That the State expressly reserves the right to grant easement or crossings, in, upon and under the demised premises, and nothing herein contained shall be construed as limiting the powers of the State to lease, convey, or otherwise transfer or encumber, during the life of this lease, the hereinbefore described State lands for any purpose whatsoever not inconsistent or incompatible with the rights or privileges granted to the Lessee by this lease;

7. That the Lessee shall maintain and keep in good sound repair all structures, facilities or appurtenances upon the property, and that no substantial alterations to existing structures or erection of new structures shall be undertaken without the prior written permission of the State first had and obtained;

8. That the Lessee shall be liable for and agrees to indemnify the State against any loss, damage, claim, demand or action, caused by, arising out of, or connected with the construction or maintenance of structures upon, or the use by the Lessee or agents thereof, of the demised premises;

9. That the Lessee shall observe and comply with all rules and regulations now promulgated by any agency of the State of California having jurisdiction therein and such reasonable rules and regulations as may hereafter be promulgated by any agency of the State of California having jurisdiction therein; and the Lessee shall at all times take suitable precautions to prevent pollution and contamination of waters of the San Joaquin River;

10. That this lease may be cancelled by the State upon thirty (30) days' notice to the Lessee if it should be determined by the State that the removal of sand and gravel has resulted or will result in permanently damaging effects to the lands littoral to the demised premises or adverse effects to the regimen of the stream;

11. That the State, through its authorized agents, shall have the right at all reasonable times to go upon the demised premises for the purpose of inspecting the same;

12. That there are reserved to the State all natural resources, timber and minerals, including oil or gas, except the minerals enumerated hereinbefore for extraction, in or upon the described land and the right to grant in, over and across said land, leases, easements and/or rights-of-way to extract or remove such natural resources, timber or minerals as provided by law and the rules and regulations of the State Lands Commission and without compensation to the Lessee;

13. That the Lessee shall file with the State, and at all times during

the term of this lease or any extension thereof, and maintain in full force and effect a good and sufficient surety bond drawn in favor of the State of California, in the penal sum of One Thousand Dollars ($1,000), to guarantee to the State the faithful performance and observance by the Lessee of all of the covenants and conditions implied or specified in Section 4 to 18, inclusive, of this lease, and which specified or implied covenants and conditions are mandatory upon and are to be kept and performed by the Lessee;

14. That the Lessee will, on the last day of said term or sooner termination of this lease, peaceably and quietly leave, surrender and yield up to the State, all and singular, the demised premises in good order, condition and repair, reasonable use and wear thereof and damage by act of God or the elements excepted; provided, however, that within ninety (90) days after termination of this lease, Lessee will immediately and at his own expense and risk, salvage and remove all structures erected by Lessee and restore the land as nearly as possible to the condition existing at the date of execution of this lease;

15. That upon the termination of the rights hereby granted, Lessee shall execute and deliver to State, within thirty (30) days after service of written demand therefor, a good and sufficient quitclaim deed to the rights arising hereunder. Should Lessee fail or refuse to deliver to the State a quitclaim deed as aforesaid, a written notice by the State reciting the failure or refusal of the Lessee to execute and deliver said quitclaim deed as herein provided, terminating this lease, shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Lessee and all persons claiming under Lessee of the termination of this lease;

16. That all notices herein provided to be given shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, addressed as follows:

To the State:

State Lands Commission
Room 302
California State Building
217 West First Street
Los Angeles 12, California

To the Lessee:

George L. Thompson
c/o D. M. Fadenrecht
323 Douty Street
Hanford, California

The address to which the notices shall be mailed as aforesaid may be changed by written notice as herein provided; but nothing herein contained shall preclude the giving of any such notice by personal service;

17. That time is the essence of each and all the terms and provisions of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto; if more than one Lessee is named herein the obligations of said parties herein contained shall be joint and several; this lease may be terminated or the provisions changed, altered or amended by mutual consent of the parties;

18. That the Lessee or the heirs and assigns of, or any successor in interest thereto, shall have the right to renew this lease for additional period of ten (10) years upon such reasonable terms and conditions as the State, or any successor in interest thereto, might impose.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed this 25th day of August, 19 54.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

BY Rufus W. Putnam
RUFUS W. PUTNAM
Executive Officer

The within lease is hereby accepted:

ATTEST:

George L. Thompson
LESSEE

APPROVED AS TO FORM:
OFFICE OF THE ATTORNEY GENERAL

BY WALTER S. BOWERS (Sgd)
Assistant Attorney General
March 27, 1950

STATE OF CALIFORNIA,

County of Los Angeles } *ss.*

ON THIS 20th *day of* August, *A. D.,* 1954, *before me,*
MYRTLE KLUG
a Notary Public in and for said County and State, personally appeared
GEORGE L. THOMPSON
, *known to me,*
MYRTLE KLUG
to be the person ___ *whose name* ___ is ___ *subscribed to the within Instrument, and acknowledged to me that* ___ *he* ___ *executed the same.*

IN WITNESS WHEREOF, *I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.*

Myrtle Klug

Notary Public in and for said County and State.

My commission expires October 30, 1954.

6-B

ACKNOWLEDGMENT — GENERAL — WOLCOTTS FORM 232 53763

EXHIBIT "A"

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1. All operations shall be conducted southerly of a line parallel to and 25 feet southerly of the northerly bank of the river; similarly all operations shall be restricted to the area northerly of a line parallel to and 25 feet northerly of the southerly bank of the river.

2. Any material redeposited in the demised area shall be placed so that no fills or islands are formed to interfere with the flow in the river channel.

3. Any material removed from demised area shall be taken in such manner that the remaining material surface slope shall not exceed 1:5.

4. The minimum sand and gravel extraction hereunder shall be 5,000 cubic yards for each calendar year of the term hereof.

5. The maximum sand and gravel extraction hereunder shall not exceed 100,000 cubic yards for any calendar year of the term hereof.

[illegible]

L E A S E

THIS LEASE is made and entered into this 30 day of Aug. 1961, by and between [illegible] and [illegible], husband and wife, both of Route 2, Box [illegible], Madera, California, hereinafter [illegible] the "Lessor", and MOUNTAIN MATERIALS CONSTRUCTION CO., INC., [illegible], California, hereinafter [illegible] the "Lessee".

THIS LEASE [illegible] AS HEREIN CONTAINED AND AGREED AS FOLLOWS:

[illegible]

Aug. 31

Sept. 1,

DANIEL M. FADENRECHT
ATTORNEY AT LAW
HANFORD, CALIF.

MAY 1 6 1996
RECEIVED
Bureau of Mines Administration
Bureau Minerals

[illegible] agreed to pay [illegible] to the Lessor, [illegible] eight (8%) [illegible] of rock, sand and [illegible] from said premises by the Lessee; and the sum of [illegible] of the net proceeds of all other ore, [illegible] extracted from the premises.

[illegible] agreed that with respect to [illegible] and other minerals and [illegible] by the Lessee, [illegible] the tenth day of the [illegible] month in which such rock, minerals [illegible], the royalties, minerals [illegible] within ninety (90) days [illegible] said Lease.

[illegible] and agreed that with respect [illegible] growth, the Lessee shall pay to the Lessor, [illegible] the month in which [illegible], the royalty payment in [illegible]. Provided further that there shall be [illegible] Fifty Five ($55.00) Dollars per month, [illegible] the royalties payable as, they [illegible]

[illegible] that the Lessor [illegible] the weight tags [illegible] the [illegible] shall have the right to inspect [illegible] receipts received by [illegible].

[illegible] and agreed that the Lessee may [illegible] equipment, tools, cars and build-[illegible] the Lessee may remove, and that said [illegible], buildings, structures shall remain the property of the [illegible] the Lessee may remove the same from said premises [illegible] the term of this lease, provided that the rent

DANIEL M. FADENRECHT
ATTORNEY AT LAW
HANFORD, CALIF.

up to the date of such removal has been paid in full. As between the parties and all persons taking with notice thereof, said equipment, buildings and structures shall constitute personal property, and not real estate, and title to said personal property shall be retained by the Lessee at all times during the term of this Lease.

6. It is understood and agreed that the Lessee shall keep said premises free from the liens of mechanics and materialmen, and if any such liens are filed the Lessee agrees to promptly settle the same and to secure the removal and discharge of record, and the Lessee agrees to save and hold the Lessor harmless of and from the payment of any such liens.

7. The Lessee agrees [illegible]

[illegible]

[illegible]

DANIEL M. FADENRECHT
ATTORNEY AT LAW
HANFORD, CALIF.

1 and time shall be of the essence of this lease and of each term
2 thereof.
3 IN WITNESS WHEREOF, the parties hereto have hereunto set their
4 hands the date first above written.
5
6 Milton A. Peterson
7 Milton A. Peterson, Lessor
8
9 Hope Peterson
10 Hope Peterson, Lessor
11 THOMPSON MATERIALS & CONSTRUCTION CO., INC.
12 By George L. Thompson
13 George L. Thompson, President
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15 Elsie D. Smith
16 Elsie D. Smith, Secretary
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DANIEL M. FADENRECHT
ATTORNEY AT LAW
HANFORD, CALIF.

MAY 1 6 1956
CONTROL OF THE FUNGUS
Bruce Duncan Alderdice
RESEARCH