MME Form 9
Rev. Mar. 59

UNITED STATES
DEPARTMENT OF THE INTERIOR
Office of Minerals Exploration

OFFICIAL DOCKET FILE

Contract No. 14-23-_____ Docket No. MME-6496

Application
- [ ] Denied
- [ ] Withdrawn

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

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

Folder No. 1:

Left Side

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

Right Side

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

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

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

Additional Folders:

Left Side

Folders No._____: Reports

- [ ] Analysis of Semiannual Inspection Reports
- [ ] Project Summary (Interim) by MME Engineers

Right Side

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

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

Folders No._____: Settlement Sheets

Folders No._____: Drill Logs

Folders No._____: Royalty Material

52615

MINING CONSULTANTS
Engineering
Appraisals
Management

E. E. LEWIS, INC.
P. O. Box 1481
GRAND JUNCTION, COLORADO
Phone 243-1729

UNDERGROUND CONTRACTORS
Leasing
Mining
Tunnels & Shafts

September 3, 1965

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JMM
9/13

Office of Minerals Exploration
United States Dept. of Interior
Washington 25, D. C.

Gentlemen:

Enclosed are two copies of application for financial assistance, Dolly Varden claims, Park County, Colorado. Also enclosed are supporting documents.

The property will be inaccessible after the first snowfall. For this reason, we will appreciate an early examination by your engineers so that if the application is favorably considered, work can commence as early as weather will permit in 1966.

Very truly yours,

E. E. LEWIS, INC.

Elbert E. Lewis

Elbert E. Lewis, President

EEL/d
Encs.

MME Form 40
Jan. 65

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UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

Budget Bureau No. 42-R1368
Approval expires Dec. 31, 1968

APPLICATION FOR FINANCIAL ASSISTANCE IN MINERALS EXPLORATION

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

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

E. E. Lewis, Inc.
P. O. Box 1481
Grand Junction, Colorado

APPLICANT DO NOT USE THIS BLOCK

DOCKET NUMBER: 6496
DATE RECEIVED: 9-7-65
REGION: III
DIVISION CODE:

BUSINESS ORGANIZATION *(Check one)*

INDIVIDUAL	
CORPORATION	X
PARTNERSHIP	
OTHER *(Specify)*	

STATE IN WHICH FIRM IS ORGANIZED:

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

NAME	ADDRESS	TITLE
Elbert E. Lewis,	Grand Junction, Colo.,	President
John F. Peeso,	Grand Junction, Colo.,	Vice-president
Gladys R. Lewis,	Grand Junction, Colo.,	Secretary and Treasurer

MINERAL(S) FOR WHICH YOU WISH TO EXPLORE: Silver, gold

ESTIMATED COST OF PROJECT: $ 273,960.00

PROPERTY NAME	LOCATION COUNTY	STATE
Dolly Varden	Park	Colorado

GENERAL INSTRUCTIONS

Before filling out this application, please read the *OME Regulations for Obtaining Federal Assistance in Financing Explorations for Mineral Reserves* (30 CFR Chap. III). To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit two copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 2, existing mine workings and geology in item 3, and the proposed exploration work in item 5. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 3(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Office of Minerals Exploration, Department of the Interior, Washington 25, D. C., or with the nearest OME Field Office.*

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief, and that he would not ordinarily undertake the proposed exploration under current conditions and circumstances at his sole expense.

September 2, 1965
DATED

Elbert E. Lewis
BY *(Signature)*

President
TITLE

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

INFORMATION REQUIRED WITH THIS APPLICATION

1. Financial Eligibility:

(a) Submit evidence of efforts made within 90 days preceding the filing of this application to obtain credit from your bank of account and at least one other banking institution or other private source of credit. Such evidence shall include true copies of correspondence which show: (1) date of loan request, (2) amount and terms requested, (3) proposed use of loan funds, and (4) the replies from credit sources. If the loan was offered under terms which you consider unreasonable, state why you consider them so.

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

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

2. Applicant's Rights in Land:

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

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

(c) For all land or mineral rights encumbered or not owned, submit five copies of Lien and Subordination Agreements on MME Form 52. If the agreements cannot be obtained, state reasons and provide copies of letters of refusal.

3. Physical Description:

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

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

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

(d) Describe known ore reserves, giving quantities and grades and sampling methods used. Support your statement with copies of assay certificates and assay maps if available.

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

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

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

4. Accessibility of Property:

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

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

5. Exploration Work:

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

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

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

6. Experience:

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

7. Estimate of Costs:

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

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

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

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

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

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

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

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

MME Form 40

Application for Financial Assistance

1. (a) Copies of correspondence with our banks indicating that funds are not available for loan, are enclosed.

   (b) None

   (c) Cash, rental equipment and supervision.

2. (a) E. E. Lewis, Inc. has a perpetuating lease on the property (copy enclosed). There are no liens on the property.

   (b) The property is situated in Sec. 27, T. 8S., R. 78 W., Park County, Colorado. The Dolly Varden Mine property consists of 15 patented lode mining claims all of which would be subject to the royalty. Names and patent Nos. are:

Dolly Varden	Pat.	No.	73	Polaris	Pat.	No.	248
Tunnel No. 1	"	"	134	Friday	"	"	250
Tunnel No. 2	"	"	135	Milwaukee	"	"	476
Joe Thatcher	"	"	152	Triangle	"	"	15289
Hiawatha	"	"	60	Iron Dyke	"	"	249
Compromise	"	"	136	Undercliff	"	"	251
Juniata	"	"	137	October	"	"	15289
German	"	"	157				

   (c) Five copies of MME Form 52 are submitted herewith.

3. (a) Enclosed composite plan map shows old workings. All workings are currently inaccessible.

   (b) None

   (c) Past production is reportedly $3,000,000. No records are available prior to 1901. According to the Ritter report (enclosed) and Colorado Scientific Society Proceedings--Volumes 12 and 13, the major portion of this production was from 1868 to 1890. Copies of U. S. Bureau of Mines individual mine record 1901 - 1957 are enclosed.

   (d) No reserves known.

   (e) See Ritter report and Alsdorf report, copies enclosed.

   (f) By analogy with the Leadville District, it is likely that deeper ore will be found in the Parting Quartzite or the siliceous white limestone stratigraphically below the "Blue Limestone" ore horizon exploited to date. It is also expected that additional ore will be found along and adjacent to the fissures and dikes in the blue limestone.

MME Form 40 - Application for Financial Assistance Cont'd

3. (f) Geologically, this is a "text-book" example of replacement lead-silver in the upper limestone with silver-gold ore in the "feeder" veins. No samples can be taken at this time without extensive work. "Grab" samples from the dumps can be secured, but are meaningless except for mineralogical examination.

(g) The Ritter and Alsdorf reports enclosed return not required. Colorado State Geological Survey Bulletin 3 contains geologic maps, sections and general discussion of stratigraphy. Colorado Scientific Society Proceedings Volume 12 and Volume 13 contain generalized discussions of the area including minerals and paragenesis.

4. (a) A representative of E. E. Lewis, Inc., P. O. Box 1481, Grand Junction, Colorado, will accompany the OME examiner. Access is from Alma, Colorado westerly up Buckskin Creek to the Paris mill; thence turn right (northeasterly) past a small lake (follow the road past the T.V. booster station) approximately 4 miles to the mine. This route can be easily traversed by pick-up or other vehicle with 4-speed transmission.

(b) Alma is 90 miles via U. S. Highway 285 from Denver, Colorado.

5. (a) Exploration is proposed in two stages: 1) diamond drilling from the surface to determine proper location of underground excavations, and 2) Cross-cutting and drifting in areas of favorability indicated by stage No. 1. Proposed drilling (stage 1) is shown on the enclosed composite plan maps and a generalized cross-section presented herewith. The exact site of underground drifting or cross-cutting cannot be shown at this time since it is dependent upon results of stage No. 1 drilling.

Stage No. 1 will consist of 3500 linear feet of diamond drilling in 10 inclined holes which must bottom at "AX" size. The location, angle of inclination, and depth of each hole is shown on the enclosed composite plan maps. Because some faulting, not apparent on the surface, is anticipated, the exact depth of each hole is subject to change but it is intended that each hole penetrates the "Blue Limestone", Parting Quartzite, White Limestone, and bottoms in the underlying Sawatch quartzite. It will be necessary for the Project Geologist to exercise good judgement in determining when to stop each hole.

Excavation proposed for stage No. 2 will be 5' x 7' in cross section. Timber will be required in some portions--

MME Form 40 - Application for Financial Assistance Cont'd

5. (a) perhaps 50% of the total footage. Exact location of the underground work must await the result of the drilling program but, in general, will consist of a low-level cross-cut with drifts to areas of interest found by the drilling program. It is expected that approximately 3,000 linear feet of underground work will be needed to explore the area. ?

   (b) No access road is to be built but the present road will require repair. Short roads will be built to drill sites but this cost is included in the drilling cost estimate.

   (c) If a contract is executed, work can be commenced as soon as weather permits. Surface drilling is impractical during winter months.

6. (a) Key personnel of E. E. Lewis, Inc.: Elbert E. Lewis - President and General Manager. Age 46, married, 5 children. Graduate Colorado School of Mines, Engineer of Mining, 1942; Engineer of Metallurgy, 1947. Extension course St. Louis University, "Industrial Psychology and Employee Relations," 1949. Registered Professional Engineer. 24 years experience, construction engineering, mill operator, mining, managing small medium-sized mining and milling operations in the United States and South America. Specialized experience tin, tungsten, copper, lead, zinc, and uranium.

   John F. Peeso - Vice President and Mine Manager. Age 45, married, 3 children. Graduate Colorado School of Mines, Engineer of Mining, 1948. Registered Professional Engineer. 17 years experience, mine operator, engineer, mine management of mining operations. Specialized experience copper, molybdenum, chrome, and uranium.

   Dudley L. Davis - Geologist. Age 50, married, 3 children. Graduate University of Nevada, B.S. in Mining Engineering, 1941; Engineer of Mining, 1955. Extension course "Management Training," Colorado University. Registered Professional Engineer. Author of numerous papers on mining operations and geology of western United States. 25 years experience, mining engineer and operator, chief of exploration, geological engineering and consulting. Specialized experience copper, lead, zinc, silver, uranium, and placer gold.

   Everett L. Volgamore - Age 42. 18 years experience miner, drill operator, drill supervisor, mine foreman and mine operator.

7. (a) Enclosed 3 bids from independent drilling contractors.

MME Form 40 - Application for Financial Assistance Cont'd

7. (b) E. E. Lewis, Inc. personnel will perform all necessary technical assistance needed by the contractor.

(1) Engineer-geologist-supervisor full time $1500 per month.
(2) Mine foreman for stage No. 2, $450 per month.
(3) No outside consultants will be required.
(4) Four miners (2 day shift, 2 night shift) $25 per day each. Four helpers (tram, water haul, muck, etc.)--2 per shift $25 per day each.

Periods of employment are on attached tabulation of stage No. 2 project costs. Personnel are available for each category.

(c) Operating supplies and materials (see attached tabulation for quantities).

(1) Diesel oil #1 - 20¢ per gal., gasoline - 31¢ per gal.
(2) Lubricating oil - $1.62 per gal.
(3) Mine timber, rough native - $150.00/M
(4) Powder, DuPont 45% - $27.25/cwt
(5) Caps - $28.10/M
(6) Fuse - $26.00/3,000'
(7) Track bolts, spikes, and nails - 31¢ per lb.
(8) Hand tools estimated
(9) Welding supplies estimated
(10) Pipe and fittings 4"- $100.00/100 ft. with fittings
1"- $ 30.00/100 ft. with fittings
(11) Mine wedges for timbering - 5¢ each, ties - 40¢ each
(12) 20-lb. mine rail - $250.00/T
(13) 15" ventilation pipe - $1.66 per foot
(14) Drill steel and bits - 10¢ per foot drilled 20 holes $2.00/linear foot.

(d) Equipment rental

Item	New Price	Used Price	Monthly Rental	Est. Monthly Advance
600 CFM Compressor	$20,850	$12,000	$600	176'
Eimco 12B Mucker	3,500	2,000	275	
Deutz Trammer	8,000	4,000	400	
3 Jack leg drills	3,000	2,000	200	
6 Mine cars	3,300	1,500	150	
Ventilation fan	1,250	750	100	
15" Vent. 1600 ft.	2,656	1,600	155	
Pick-up truck	2,300	1,000	94	
Water truck		2,000	100	
Acetylene welding	180		9	
			$2083 ?	$11.83 Rental per ft.

All items will be furnished by the applicant on a rental basis.

MME form 40 - Application for Financial Assistance Cont'd

7. (e) Move-in of E. E. Lewis, Inc. equipment and site preparation - $2,000.00. ?
   (f) One small shop-warehouse at job sight, Butler-type to be purchased and erected - $2,000.00.
   (g) (1) Maintenance and repair to rental equipment $320 per month.
   (2) Assaying 200 silver and gold assays at $5.
   (3) Accounting and office expense
   (4) Payroll taxes, liability and compensation insurance, social security--17.5% of payroll.

OPERATING COSTS and EXPENSES STAGE NO. 2

Dolly Varden Property - OME Application

(Code at top refers to Form MME 40)

Basis: 8-hr. per day, 5-day week, 22-day month. No overtime. Estimate 8 ft. per day advance

Item	7. (b) 1 & 2	7. (b) 4	7. (c) 1 & 2	7. (c) 3 & 11	7. (c) 4, 5, 6	7. (c) 7, 8, 9	7. (c) 10, 12, & 13	7. (c) 14	7. (d)	7. (g) 1	7. (g) 2 & 3	7. (g) 4	Total
Per Day	$86.36	4 Miners @ $25 4 Helpers (Service) @ $25 $200.00	Diesel 100 G /day Gas 20 G/day Lube $1 /day $ 27.20	Timber 280 bf/set @ $150 /M $67.20	100 lb. Powder 42 Caps 400' Fuse $33.45	Estimated $ 2.00	Pipe, Vent, Rail $28.40	$16.00	Equipment $94.64	Maintenance & Repairs $16.64	Assaying & Accounting $18.18	Payroll Charges $51.31	$ 641.38
Per Month	Supervisor (Geologist-Engr) $1500 Sampler $400 $1900	4400.00	$598.40	$1478.40	$735.90	$44.00	$624.80	$352.00	2082.08	$366.08	$399.96	17.5% of $6450.00 1128.75	$14,110.37
Drift /Foot	8' Advance 10.80	25.00	3.40	8.40	4.18	.25	3.55	2.00	11.83	2.08	2.27	6.41	80.17

Note: 1'/man shift

Timbered Drift	80.17
Untimbered Drift	71.77

SUMMARY OF COSTS

Stage No. 1:

Drill 3500 ft. core @ $11*	$38,500.00	
Dozer work estimate	1,000.00	
Geologist, one month	1,500.00	
Assaying 30 assays @ $5	150.00	
Total Stage No. 1		$ 41,150.00

* Includes pipe and cement

Stage No. 2:

1500' Untimbered drift @ $71.77	$107,655.00	
1500' Timbered drift @ $80.77	121,155.00	
Site preparation and move-in	2,000.00	
Butler-type building	2,000.00	
Total Stage No. 2		$232,810.00
Total project		$273,960.00

E.E. Lewis, Inc.
General Mining
P. O. Box 1481
Grand Junction, Colo.

MINING LEASE

THIS MINING LEASE, made and entered into this 6th day of February, 1965, by and between FRED HERBERTSON and ROBERT HERBERTSON, of Englewood, Colorado, dba HERBERTSON SAND and GRAVEL CO., hereinafter referred to as the "Lessor" and E. E. LEWIS, INC., a Colorado corporation, having its place of business at Grand Junction, Colorado, hereinafter referred to as "Lessee".

I RECITALS

1.1 Lessor represents that it is the owner and in possession of those said properties situated in Park County, State of Colorado, described as follows:

Lode Claim	Survey Lot No.
Dolly Varden	73
Hiawatha	60
Tunnel Lode No. 1	134
Tunnel Lode No. 2	135
Juanita	137
Joe (Jo) Thatcher	152
Compromise	136
German	157
Polaris	248
Iron Duke	249
Friday	250
Undercliff	251
Milwaukee	476
Triangle	15289
October	15289
Placer Claim	
McIntyre Placer	247

1.2 Lessor is desirous of leasing said claims to Lessee together with any and all ore dumps and tailing dumps situated on said property and together with all and sigular the tenants, hereditaments and appurtenances belonging or in anywise appertaining to said property for the purpose of exploring for and

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mining minerals therefrom and Lessee is willing to accept said Lease for such purposes upon the terms and conditions hereinafter set forth.

II OPTION

2.1 The Lessee shall on or before July 31, 1965 enter upon said property to commence exploratory development and mining operations thereon. Lessee shall advise Lessor on or before August 15, 1965 under the provisions of paragraph 14.1 that it has entered to commence exploration, development or mining operations thereon, and in the event it does not so notify Lessor, this Lease shall be null and void and Lessee shall have no further interest in said claims.

III GRANTING

3.1 FOR AND IN CONSIDERATION of the royalties hereinafter to be received and the covenants and agreements to be kept and performed by Lessee, Lessor does hereby grant, demise and lease unto Lessee the above-described lode mining claims and placer claim together with all their appurtenances, under the following terms and conditions.

IV TERM

4.1 To have and to hold for a term of ten (10) years commencing as of the day and year first written above and as long thereafter as Lessee pays Lessor any royalties which may be due hereunder and complies with the other terms and conditions of this Mining Lease, unless sooner forfeited through violation of any covenants herein required to be performed by Lessee with the right in Lessee to surrender this Lease as hereinafter set forth.

V TITLE

5.1 Lessor agrees to warrant and defend its title to said claims unto Lessee, its successors and assigns, against the claims and demands of any and all persons claiming or to claim by, through or under said Lessor; and Lessors have not done or suffered anything to be done whereby said claims have been encumbered in any way whatsoever, and that to the best of their knowledge, said mining claims are free and clear from any right or claim of any other person.

5.2 Upon request, Lessor agrees to furnish Lessee copies of instruments affecting Lessor's ownership and title to said property for Lessee's examination.

VI WORK REQUIREMENTS

6.1 It is understood and agreed that Lessee will expend a minimum of three thousand dollars ($3,000.00) in exploration, development or mining in each calendar year during the term of this Lease.

VII MINING

7.1 Lessee agrees to carry on any and all mining activities in proper and customary miner-like fashion and in a manner to good and economical mining so as to take out the greatest amount of ore possible with due regard to the development and preservation of the same as workable mining property.

VIII ROYALTY

8.1 Lessee shall pay or cause to be paid to Lessors a royalty on all metals, minerals, or ores mined and sold from the described lode claims and dumps in accordance with the following

royalty scale (subject to provisions of paragraph 8.2):

"Net Value" per Ton	Royalty to Lessors
To and Including $50.00	5%
$50.01 - $52.00	6%
$52.01 - $54.00	7%
$54.01 - $56.00	8%
$56.01 - $58.00	9%
$58.01 - $60.00 and over	10%
~~$60.01 - $70.00~~	~~12%~~
~~$70.01 - $80.00~~	~~15%~~
~~$80.01 - $90.00~~	~~17½%~~
~~$90.01 - $100.00~~	~~20%~~
~~$100.01 - $150.00~~	~~25%~~
~~Over $150.00~~	~~30%~~

"Net Value" shall be defined as the cash proceeds for any ore, metals, or concentrates after deducting the shipping costs including any actual hauling charges from the mine to nearest railroad or mainline haulage point and reasonable smelter, mill or mint charges.

8.2 It is understood and agreed that Lessee may build its own mill or ore beneficiation plant for treatment of the ore, tailings, or dumps and that all concentrates so produced from its plant will be subject to a royalty of 5% of their "net value". Lessee shall be sole judge as to whether ores or dumps shall be treated in its plant or shipped to smelters or mints without treatment. Charges of any mill owned or controlled by Lessee shall not be deducted from the cash proceeds.

8.3 Lessee shall pay or cause to be paid to Lessors an actual royalty on all gold, silver, and platinum shipped or removed by Lessee from said McIntyre Placer of a percentage of the gross returns received by Lessee from any mint, smelter, treatment agency or other purchaser to which such placer gold, silver, or platinum is sold by Lessee, on the following royalty schedule:

Ore value per 2800 pound cubic yard	Royalty to Lessor
Less than $0.99	5%
$1.00 through 1.99	10%
$2.00 through 2.99	15%
$3.00 through 4.99	20%
$5.00 and over	30%

8.3 (a) Lessee shall pay Lessors an actual royalty on all minerals other than placer gold, silver and platinum, shipped or removed by Lessee from said McIntyre Placer of five (5%) per cent of the net returns received by Lessee from any mint, smelter, treatment agency or other purchaser to which such other minerals or ores are sold by Lessee. It being understood that net returns shall be the gross sales price of such minerals with all processing costs and the cost of transportation from mine site to point of sale deducted therefrom.

8.4 Lessors reserve the right to request the payment of and royalty of placer gold, silver or platinum in kind at the mine site or point of storage.

IX TAXES

9.1 Any taxes attributable to production or resulting from production will be paid by the Lessee.

9.2 All taxes levied against equipment, machinery, supplies and any and all other personal property or fixtures placed upon the premises by Lessee shall be paid by the Lessee.

X RECORDS

10.1 Lessee shall keep and maintain drilling records, maps and assays arising out of its development, exploration and mining operations hereunder open to Lessor's inspection and copying at all reasonable times.

XI SAVE HARMLESS

11.1 Lessee agrees to save and keep Lessor harmless of and from all claims and loss of every kind and nature which may be incurred by it in the performance of this Agreement.

XII RIGHT OF REDEMPTION AND SUBROGATION

12.1 The Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above-described land, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens were made.

XIII RIGHT OF INSPECTION

13.1 Lessor or its designated agent shall have the right to enter upon said claims at all reasonable times in order to examine, inspect, survey and take samples, PROVIDED, HOWEVER, that said inspection shall not interfere with or hinder the operation of the Lessee hereunder. Such inspection shall be at the sole risk of Lessor or its agent.

XIV MANNER OF GIVING NOTICE

14.1 Any notice to be given Lessor as provided herein shall be sufficiently given if deposited in the United States mail, postage prepaid and registered or certified and addressed to Lessor as follows:

Herbertson Sand and Gravel Co.
2000 W. Hampden Avenue
Englewood, Colorado

or at such other address as Lessor may from time to time in writing designate.

Any notice to be given Lessee or contemplated herein shall be sufficiently given if deposited in the United States mail, postage prepaid and registered or certified and addressed to Lessee as follows:

E. E. Lewis, Inc.
P. O. Box 1481
Grand Junction, Colorado

or at such other address as Lessee may from time to time in writing designate.

Service of notice by mail shall be determined effective and complete upon the date of posting and mailing in accordance herewith. It is understood and agreed that personal service upon either party shall be deemed sufficient service of notice and no mailing of notice in the case of personal service shall be necessary.

XV AGREEMENT FOR EXPLORATION LOAN

15.1 In the event the Lessee should desire to finance a portion of its exploratory activities by means of a loan through any governmental agency of the OME or DMEA type then Lessor agrees to execute such consent to lien and other instruments as may be required by Lessor, as the claim owner, in order to obtain such loan. It is understood and agreed that repayment of said loan shall be made from Lessee's share of gross proceeds as elsewhere herein set forth and not decrease or diminish the royalty reserved to Lessor herein.

XVI COMPLIANCE WITH LAWS

16.1 Lessee shall comply with all laws and regulations of the State of Colorado and of the United States pertaining to

mining operations, including, but not limited to, those related to employment, social security and withholding taxes, and the like.

XVII INSURANCE

17.1 Lessee agrees to take out, carry and maintain full industrial insurance either with a private carrier or the State Industrial Commission covering any and all persons employed in and on said claims and further, to conduct all operations thereon so as to fully comply with the laws of the United States and the State of Colorado relating to mining.

17.2 Lessee agrees to carry liability insurance which will protect both Lessor and Lessee from any and all liability to persons or property growing out of the use or occupancy of said claims. Said policy to be in not less than the following amounts: one person - $100,000.00; one accident - $300,000.00; and property damage - $50,000.00

XVIII FORCE MAJEURE

18.1 The performance of any party's obligation hereunder, other than the obligation to make payments of amounts due hereunder, may be delayed or suspended at any time, while, but only so long as such party is hindered in or prevented from performance by Act of God, accident, strike, lockout, operation of law, war or national emergency, governmental regulation, weather conditions which would prevent or render performance abnormally expensive or difficult, unavailability of labor or materials in the open market, or any cause, whether similar or dissimilar, beyond such party's reasonable control, whether herein enumerated or otherwise.

XIX ADVERSE PROCEEDINGS

19.1 In case of suit, adverse claims, dispute or question as to the ownership or the title to said claims of the royalty

(or portion thereof) payable under this Lease, Lessee shall not be held in default in any payment of such royalty until such suit, claim, dispute or question has been finally disposed of, and Lessee shall have thirty (30) days after being furnished with the original instrument or instruments (or a certified copy of copies thereof) disposing of any such suit, claim or dispute, or after being served with proof sufficient, in Lessee's opinion, to settle any such matters, within which to make payment. Should the rights or interests of the Lessee hereunder be disputed by Lessor or any other person the time covered by the pendency of such dispute shall not be considered either as affecting the term of the Lease or for any other purpose, and Lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

XX LESSEE'S RIGHT OF SURRENDER

20.1 Lessee may at any time surrender or cancel this Lease as to any claim or claims or the Lease in its entirety, provided it shall give written notice to Lessor of its intention so to do, in accordance with paragraph 14.1, PROVIDED, HOWEVER, as to the claims not so surrendered or cancelled the terms of this Lease shall continue and remain in full force and effect.

XXI LESSOR'S RIGHT OF TERMINATION

21.1 Upon violation of any of the covenants herein contained, and upon the part of the said Lessee to be kept, paid and performed, said Lessor, may at its option and upon written notice to said Lessee, specifying a specific violation or violations complained of, and giving notice of its intention so to do, cancel and annul this Lease unless Lessee shall, within sixty (60) days after receipt of such written notice, cease such violation and pay to

said Lessor all moneys then due under this Lease, and otherwise remedy the matter or matters in which Lessee is in default. If the default so specified be not remedied by Lessee within sixty (60) days, this Lease shall terminate absolutely. All moneys and royalties heretofore paid shall be kept by Lessor as liquidated damages and Lessee shall have no claim thereto.

XXII REMOVAL OF EQUIPMENT

22.1 Lessee shall have ninety (90) days after date of surrender or forfeiture in which to remove from said property any and all of its equipment, machinery, metal ore bins, and surface improvements, whether affixed to the soil or not, including but not by way of limitation, any rails or other equipment located in said mine, excluding, however, timbers in place. In the event of partial surrender or cancellation, Lessee shall have a similar right of removal as to the property cancelled from this Lease.

XXIII SURFACE RIGHTS

23.1 Lessee shall have the right to use the surface of the leased premises to the extent necessary for prospecting, development, mining, and other operations reasonably incident thereto and in addition shall have the right to use any timber thereon for its mining operations thereunder.

23.2 Lessee shall have the right at all times during the life of this Lease to enter upon the property heretofore described for the purpose of exploring, developing, extracting and mining of ores therefrom, and to do any and all necessary work incidental thereto.

23.3 Lessor agrees that he will give Lessee upon request any reasonable easement for the stockpiling of ore, the right of ingress and egress, adits or inclines upon, across or through any claims owned or controlled by Lessor or which may be owned

or controlled in the future by Lessor which would facilitate the extraction or mining of the ore located in the claims covered by this Lease.

XXIV ENTIRE AGREEMENT

24.1 This Lease contains the entire agreement express or implied of the parties hereto, and the parties agree that no promises or representations have been made by either of them as to the amount of ore or the value thereof on the demised premises or any other promises or representations of any nature to the other which are not set forth herein and which shall be binding upon them.

XXV SUBSEQUENT CHANGES

25.1 It is understood and agreed that no change, alteration, or modification of this Lease or any of the covenants and agreements herein contained shall be effective unless made in writing and signed by the parties hereto.

XXVI HEADINGS

26.1 The headings on the provisions of this Lease are inserted only for purposes of convenience and are in no way to be considered in construing its meaning.

XXVII ATTORNEY'S FEES

27.1 In the event it becomes necessary, proper or expedient for any of the parties hereto to institute any suit or action against the other, or against any person holding or claiming by or through the other, for the purpose of enforcing any of the rights granted herein, and in such suit or action, the Court shall in addition to such relief as it may award to either party, and in addition to the costs and disbursements provided for the prevailing party, award unto the prevailing party, such additional sums as to the Court may seem reasonable as attorney's fees to be allowed herein.

XXVIII BENEFITS

28.1 Each of the covenants herein contained shall inure to and be binding upon the heirs, personal representatives, successors and assigns of Lessor and Lessee.

WITNESS their names.

HERBERTSON SAND and GRAVEL CO.

By: Fred Herbertson
Fred Herbertson

By: Robert Herbertson
Robert Herbertson

E. E. LEWIS, INC.

By: Elbert E. Lewis
President

ATTEST:

Gladys V. Lewis
Secretary

STATE OF COLORADO)
) ss.
COUNTY OF)

On the 6th day of February, 1965, appeared before me Fred Herbertson, and Robert Herbertson, who being by me duly sworn, did acknowledge that they executed this instrument.

Gladys L. Oppenlander
Notary Public

My commission expires
April 18 1966

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 9th day of February 1965, by Elbert E. Lewis, as President, of E. E. Lewis, Inc., a corporation.

Ethel M. Kessler
Notary Public

My commission expires
Sept 17-1967

EXHIBIT 1

MINING CONSULTANTS
Engineering
Appraisals
Management

E. E. LEWIS, INC.
P. O. Box 1481
GRAND JUNCTION, COLORADO
81502
Telephone 243-1729

UNDERGROUND CONTRACTORS
Leasing
Mining
Tunnels & Shafts

August 27, 1965

Mr. Herb Bacon
United States Bank of Grand Junction
559 Main Street
Grand Junction, Colorado

Dear Mr. Bacon:

Re: Conversations- Loan for Dolly Varden Exploration.

We have a lease on some patented mining claims in the Alma District and are planning an exploration program on them that will cost approximately $60,000 for the first stage. If this portion of the exploration indicates silver and gold values, we will further explore the property with drifts and cross-cuts. The cost of the two phases will be approximately $270,000. We will need a loan of about $200,000 to do this exploration.

We are prepared to repay such a loan from anticipated production from the property and from production from our other currently-producing mining properties. Repayment will be at a rate of approximately $2500 per month after full operations are commenced--such operations will commence within one year after completion of the exploratory phase. It is anticipated that this repayment would commence the early part of 1967.

We have available copies of our lease, our current financial statement, geologic reports and maps, and an anticipated earnings statement for your examination. We will assist you or your geologist or engineers whom you may wish to have examine the property. If there is any further information we can supply, we will be pleased to do so. Please advise us as soon as possible as to the availability of this loan and the interest rate we can expect to pay.

Very truly yours,

E. E. LEWIS, INC.

Elbert E. Lewis, President

EEL/d

COPY

UNITED STATES BANK OF GRAND JUNCTION

GRAND JUNCTION, COLORADO

HERBERT L. BACON
VICE PRESIDENT AND CASHIER

September 1, 1965

Mr. E. E. Lewis, President
E. E. Lewis, Inc.
P. O. Box 1481
Grand Junction, Colorado

Re: Dolly Varden Exploration

Dear Mr. Lewis:

Thank you for your kind letter of August 27th. Your request for a loan of approximately $200,000.00 for the purpose of exploring the patented mining claims in the Alma District has been reviewed by our discount committee. It is our decision that the proposed loan is of a highly speculative nature and the repayment proposed would make the loan of too long a duration. Consequently I am sorry but your request has been declined.

Thank you for your inquiry and please feel free to call on us at any time.

Sincerely yours,

Herbert L. Bacon

Herbert L. Bacon
Vice President & Cashier

HLB:bf

MINING CONSULTANTS
Engineering
Appraisals
Management

E. E. LEWIS, INC.
P. O. Box 1481
GRAND JUNCTION, COLORADO
81502
Telephone 243-1729

UNDERGROUND CONTRACTORS
Leasing
Mining
Tunnels & Shafts

August 27, 1965

Mr. Richard Counley
First National Bank in Grand Junction
464 Main Street
Grand Junction, Colorado

Dear Mr. Counley:

Re: Conversations- Loan for Dolly Varden Exploration.

We have a lease on some patented mining claims in the Alma District and are planning an exploration program on them that will cost approximately $60,000 for the first stage. If this portion of the exploration indicates silver and gold values, we will further explore the property with drifts and cross-cuts. The cost of the two phases will be approximately $270,000. We will need a loan of about $200,000 to do this exploration.

We are prepared to repay such a loan from anticipated production from the property and from production from our other currently-producing mining properties. Repayment will be at a rate of approximately $2500 per month after full operations are commenced--such operations will commence within one year after completion of the exploratory phase. It is anticipated that this repayment would commence the early part of 1967.

We have available copies of our lease, our current financial statement, geologic reports and maps, and an anticipated earnings statement for your examination. We will assist you or your geologist or engineers whom you may wish to have examine the property. If there is any further information we can supply, we will be pleased to do so. Please advise us as soon as possible as to the availability of this loan and the interest rate we can expect to pay.

Very truly yours,

E. E. LEWIS, INC.

Elbert E. Lewis, President

EEL/d

COPY

FIRST NATIONAL BANK in Grand Junction . . . .

GRAND JUNCTION, COLORADO

R. T. COUNLEY
Vice President

August 31, 1965

Mr. Elbert E. Lewis, President
E. E. Lewis, Inc.
Box 1481
Grand Junction, Colorado

Dear Mr. Lewis:

Thank you very much for the opportunity of considering your loan application for $200,000.00 to complete exploratory work on your Dolly Varden property located in the Alma District.

After considering your financial statements, lease and purchase agreements, together with geologic reports and maps as well as anticipated earnings statements and repayment plan, we wish to advise that our bank will not be able to grant this loan to your corporation. The repayment of this loan according to your request would, of course, depend entirely upon your being successful in locating sufficient ore to repay the loan. We feel an extension of credit in this amount for these purposes is not a bankable loan.

We will be happy to consider additional requests for loans in the future.

Very truly yours,

R. T. Counley

Vice President

RTC/lrh

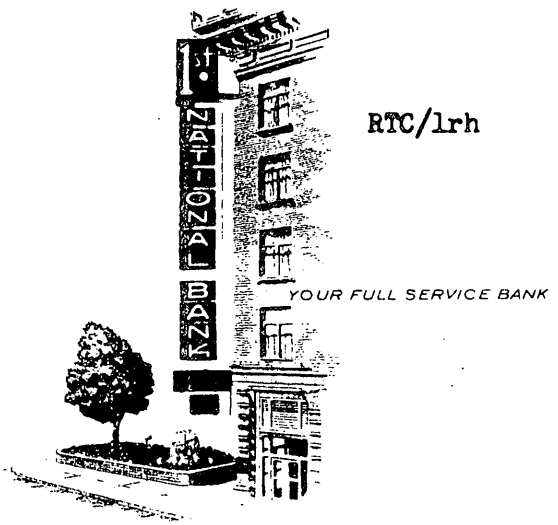

EXHIBIT 2

E. E. LEWIS, INC.
STATEMENT OF FINANCIAL CONDITION
July 31, 1965

NET ASSETS IN WHICH CAPITAL AND RETAINED EARNINGS WERE INVESTED

CURRENT ASSETS:		
Cash	$ 5.00	
United States Bank	44,741.07	
United States Bank TC	35,000.00	
Deposits	800.00	
Accounts Receivable	1,900.14	
Advances	159.61	
Notes Receivable	2,904.26	
Prepaid Expense	3,982.82	
Investments	3,308.13	
Mining Claims (Gunnison Co.)	2,693.22	
Work in Progress	3,142.78	$ 98,637.03
CURRENT LIABILITIES:		
Social Security	421.81	
Federal Withholding	904.32	
Colorado Withholding	123.84	
Utah Withholding	18.19	
Reserve for Income Tax	429.78	1,897.94
Working Capital		$ 96,739.09
CAPITAL ASSETS:		
Office Equipment	1,763.75	
Equipment	77,977.35	
Vehicles	12,667.29	
	92,408.39	
Less Depreciation	41,021.19	51,387.20
Gravel Land		18,171.50
Total Assets		$166,297.79

SOURCES FROM WHICH NET ASSETS WERE OBTAINED

Capital	1,056.00	
Paid-in Surplus	1,005.56	2,061.56
Depletion Reserve (Prior)	95,725.32	
Depletion Reserve (Current)	23,957.80	119,683.12
Gain on Sale of Equipment		3,168.86
Earned Surplus (Prior)	39,860.49	
Earned Surplus (Current)	1,523.76	41,384.25
Total Sources Invested in Business		$166,297.79

EXHIBIT 5

EXTRACT
from

REPORT ON THE EXPLORATION AND EXAMINATION
of the
MORNING STAR and the CRESSKILL GROUP
and
OTHER GROUPS of CLAIMS ADJOINING
SOUTH MOUNT BROSS,
PARK COUNTY, COLORADO.
by
H. G. McCLAIN, E. M. April 14, 1915

"Report of visit to Dolly Varden Property.

The Dolly Varden Property includes some 160 acres of patented claims lying on Mt. Bross at an elevation of approximately 13,000 ft. The old mine was in or at the top of the Leadville (blue) Limestone at porphyry contact, and is said to have produced a large tonnage of high grade ore, especially from a zone near E.-W. dikes. These workings are now entirely caved and inaccessible. The Joe Thatcher Tunnel is later work and is accessible throughout. These workings cover an area of approximately 200 by 300 ft. showing throughout a good streak (1 to 4 ft.) of sulphide ore in quartz with an underlying bed of low grade quartz. The ore is immediately under a porphyry sheet of varying thickness (probably 2 ft. average), this being at the extreme bottom of the Blue Lime. The ore is continuous, but seems to be of decreasing width to the East. A drift driven to the West of the stopes shows the ore dipping down strongly to the west along a porphyry wall, and after passing through an apparent porphyry dike shows an absence not only of the ore but of the overlying porphyry sheet, the contact between Blue and White Lime being clearly shown in an upraise. Apparently the ore and accompanying porphyry sheet, if present to the West of this dike, have sought a different horizon. The samples taken show good values for workable widths, but the indications are that the ore pinches to the East away from the dike, and its extent in that direction is problematical. There is at least 600 ft. of unexplored ground to the North, along the course of the dike, that might be very productive. I believe the showing to be such as to justify at least thorough sampling of the present workings.

List of Samples

90.	1.2 ft. of sulphide ore at 130 ft. in on west side of tunnel	0.24	45.72	$27.65

91.	4.5 ft. of low grade quartz underlying #90	Trace	1.34	0.68
92.	3.5 ft. of goodlooking ore at face of stope, 30 ft. W. of #90. More ore in roof.	0.12	42.44	23.62
93.	4.0 ft. of ore at East side of stope next the dike	0.08	59.73	31.45
94.	5.5 ft. of low grade qtz. underlying #95, at stope next to dike.	0.02	4.84	2.82
95.	1.8 ft. of high grade, same location as #94	0.26	58.42	34.40

(Signed) H. G. McCLAIN"

The balance of the report was on the Morning Star and Cresskill Groups located south of the Dolly Varden Group.

EXHIBIT 6

Form 1 4 18 28M

ORE SETTLEMENT

AMERICAN SMELTING AND REFINING CO.

PLANT

BOUGHT OF Louisiana Colo. Mining Co.

MINE

Leadville
DENVER, COLO., Feb 13th 1920 191

LOT NO. SMELTER	LOT NO. MINE	CAR No.	NAME OF ORE	GROSS POUNDS	MOISTURE PER CENT	NET POUNDS	ASSAY: OUNCES GOLD	ASSAY: OUNCES SILVER	ASSAY: PER CENT LEAD	ASSAY: PER CENT COPPER DRY	BASIS OF SETTLEMENT: PER OZ. GOLD	BASIS OF SETTLEMENT: PER CENT SILVER	BASIS OF SETTLEMENT: PER UNIT LEAD	BASIS OF SETTLEMENT: PER UNIT COPPER
782	11	8357	Frozen Wt.	14900										
			Thawed Wt	14675	1.5	14453	0.185	178.67	3.95		19.00	95	85%	
783	12	8357		32000	1.0	31680	0.0825	32.99			19.00	95		

N. Y. QUOTATIONS: OUR LOT	DATE	SILVER	LEAD	COPPER	ANALYSIS: SiO_2	FE. & MN.	CaO	ZN.	S.	TREATMENT PER TON	NET VALUE PER TON	TOTAL VALUE	FREIGHT DEDUCTED	NET VALUE
782	2/7	1.325	8.75		26.0	8.7		6.8	10.4	8.65	223.15	1612.59	@ 3.804 28.34	
												W T	.35	1583.40
783	2/5	1.32	8.50		88.1	2.4		1.0	1.9	10.50	32.44	513.85	@3.804 60.86	
								Ba.so4 0.2				W T	1.83	451.16
													2034.56	
												10%		203.46

CORRECT A B R

CHECKED Pa 2/8/1920 -

6-811
(August 1949)

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF MINES

(METAL OUTPUT—OVER)

PERMANENT INDIVIDUAL MINE RECORD

Dolly Varden Group.
(Name of Group—Alphabetical Listing)

Colo. (State) Park (County) Consolidated Montgomery (District)

CLAIMS: Tunnel Lode #1 + 2, Polaris, Friday, Undercliff, Virman, Iron Dyke, Jo Thatcher, Milwaukee, Compromise, Hiawatha, Juanita, Octoler + Triangle Lodes

CHARACTER OF DEPOSIT:

SEC. TWP. RANGE:

Also includes McIntyre placer.

16—12560-1

YEAR	OWNER (Name and address)	OPERATOR (Name and address)	DAYS OPERATED	DEVELOPMENT AND OTHER DATA
1901-06	No reports			
1907	No prodn.			
1908	No prodn.	Dolly Varden Mng. Co., Alma, Colo.		silica mine
1909	No prodn.			
1910		Colorado Gold Mng + Smelting Co., Alma, Colo.		includes prodn. from Pacific mine.
1911		Dolly Varden Mng. Co., Alma, Colo.		
1912		L. L. Moe, Denver, Colo.		
1913	Carl A. Mohr, Alma, Colo.	" " " "		
1914		Carl Mohr		
1915-17	No prodn.			
1918		Louisiana-Colorado Mng. Co. 521-26 Denham Bldg, Denver, Colo.		100 ton flotation mill built in 1917-18 located 12 miles from Alma, Colo.
1919	Dolly Varden Mng. Co.	" " " "		Installed a dryer, Dorr thickener + vacuum filters in mill built annex to boarding house at mine. mill operated only 89 days. Dolly Varden Mng Co owns 15% Mng Co mines in Cons. Montgomery dist. + 8 patented placer.
1920	" "	" " "		
1921	" "	" " C/o G. C. Boynaham	1 mo.	tunnels + stoped ore during year.
1922	" "	" " G. E. Hyman, G. D. Mink, Denver, Colo.		
1923-33	No prodn.			
1934	Dolly Varden Mng Co.	Bi-Metallic Mines Inc, Alma, Colo.		
1935	" " 931 14th St, Room 1314, Denver, Colo.	" " C/o Horace W. Bennett 818 Labor Bldg, Denver, Colo.		lease on Compromise properties was canceled in latter part of 1935. Ore contains gold, silver, lead + iron.
1936-37	No prodn.			

E.E. Lewis, Inc.
General Mining
P. O. Box 1481
Grand Junction, Colo.

PRODUCTION

16—12560-1 U. S. GOVERNMENT PRINTING OFFICE

Year	Objection to Publication	Crude Ore Produced: Dry Tons: Ore	Crude Ore Produced: Dry Tons: Old Tailings, etc.	Class	Treatment	Gross Metal Content: Gold (Ounces)	Silver (Ounces)	Copper (Pounds)	Lead (Pounds)	Zinc (Pounds)	Concentrates Produced: Dry Tons	Class	Gross Metal Content: Gold (Ounces)	Silver (Ounces)	Copper (Pounds)	Lead (Pounds)	Zinc (Pounds)	Recovered in Bullion: Gold (Ounces)	Silver (Ounces)
1901-06		No reports																	
1907-08		No produc.																	
1909		No produc.																	
1910	no rept	577		Cu	Smelted	1,208	9,094	28,443	—	—									
1911	no rept	91		Ag	"	9	3,464	—	—	—									
1912	"	64		Ag	"	5	1,913	21	87	—									
1913	no ana	86		Ag	"	13	2,967	135	835	—									
1914	no rept	23		Ag	"	3	1,143	29	566	—									
1915-17		No produc.																	
1918	no ana	50		Ag	Milled		not available				10	Ag	—	1,748	—	1,026	—		
1919	no ana	26		Ag	Smelted	4	1,833	117	4,015	—	856	Ag	42	44,976	1,833	26,764	—		
		7,115		Ag	Milled		not available												
1920	no ana	16		Ag	Smelted	1	523	25	64	—	7	Ag	1	1,291	—	682	—		
		196		Ag	Milled			not available											
1921	"	94		Ag	Smelted	3	7,715	—	50	—									
1922	"	23		Ag	Smelted	—	1,272	—	61	—									
1923-33		No produc.																	
1934	no rept	11		Ag	Smelted	2	932	9	58										
1935	yes	3		Ag	"	1	196	—	—	—									
1936-57		No produc.																	

EXHIBIT 7

E.E. Lewis, Inc.
General Mining
P. Box 1481
[illegible]tion, Colo.

SPRAGUE & HENWOOD, Inc.
Contract Division
REGIONAL OFFICE
2151 North Redwood Road (P.O. Box 2556)
Salt Lake City 10, Utah DAvis 8-4271
DIAMOND DRILLING • MINERAL EXPLORATION • SOIL SAMPLING • PRESSURE GROUTING
S&H SINCE 1883
EXECUTIVE OFFICES & PLANT
SCRANTON, PENNSYLVANIA

August 31, 1965

EXHIBIT 8

E. E. Lewis Co.
P. O. Box 1481
Grand Junction, Colorado

Gentlemen:

In response to your request for cost estimates for drilling your property located near Alma, Park County, Colorado, during the summer season of 1966, we submit herewith the following proposal:

ESTIMATE

1.	Mobilization and demobilization	Lump Sum		- - -$850.00
2.	Drilling overburden	Per foot		- - - 15.00
3.	Core drilling - Per foot	NX	BX	AX
	0 - 500' depth	$13.00	$12.25	$11.90
	500 - 750' "	14.00	13.25	12.90
	750 -1000' "	15.00	14.25	13.90
4.	Reaming	60% of prices in Item 3		
5.	Standby time for customer's convenience	Per hour - - - 14.00		
6.	Cementing, drilling cement	Per hour - - - 16.00		
7.	Casing lost in holes or left at customer's request	@ current list price		
8.	Cement, drilling mud, additives	@ invoice cost PLUS 10%		

Conditions

1. Access roads and drillsites will be constructed by E. E. Lewis Co. at no cost to Sprague & Henwood, Inc.

2. Water will be available within 4 miles of drilling area, at no cost to Sprague & Henwood, Inc. and Sprague & Henwood, Inc. will haul water at no cost to E. E. Lewis Co.

The undertaking of this project by Sprague & Henwood, Inc. will be contingent upon the availability of crews and equipment. Early notification of intent to proceed will be greatly appreciated, and would aid in scheduling of crews.

SPRAGUE & HENWOOD, INC. B. B. Williams
B. B. Williams
Ass't. Vice Pres.

HIMES DRILLING COMPANY
CONTRACT DRILLING
2870 UNAWEEP AVENUE
GRAND JUNCTION, COLORADO
242 — 8893

Mr. E. E. Lewis
E. E. Lewis, Inc.
803 Winters Avenue
Grand Junction, Colorado

Dear Sir:

You recently requested that I submit an estimate of costs on approximately 4000 feet of core drilling on the Dolly Varden claims near Alma, Colorado.

I respectfully quote the following prices and conditions:

MOBILIZATION AND DEMOBILIZATION

Charges would be made for the drill rig and equipment from Grand Junction, Colorado, to the drilling location and the return to Grand Junction, Colorado.

TOTAL $750.00

DRILLING COST

Drill minimum size AX core hole to total depth

0-400 ft. $8.45 per ft.

CEMENT & REDRILL

Cost, if requested, that this operation take place

Materials and $20.00 per hr.

REAM CORE HOLE $ 2.00 per hr.

MOVING FROM ONE DRILL LOCATION TO ANOTHER $20.00 per hr.

"CAT" WORK

Cost of D-7 Caterpillar to build road and drill locations

$17.50 per hr.

This rate would apply for moving "cat" from Grand Junction to drill location and the return from drill location to Grand Junction, Colorado.

HIMES DRILLING COMPANY
Bud Himes
Bud Himes

L. J. Price
9949 Barium Lane
Sandy, Utah

August 18, 1965

E. E. Lewis, Inc
P. O. Box 1481
Grand Junction, Colorado

Gentlemen:

We present below our bid for drilling at the Dolly Varden property near Alma, Colorado but wish it understood that these figures represent summer drilling only. Any work done during winter or other severe weather must be at a negotiated price.

We understand that water must be hauled to the drill site at our expense. Drill site preparation is to be completed by your company and any road work necessary to bring drilling equipment to the mine is at your expense.

Holes are to be drilled either vertical or inclined and are to be bottomed " AX" size. Casing to be set as required by the project geologist. Maximum core and sludge to be obtained consistent with the formations penetrated.

Stand pipe or "NX" hole at the collar up to 20feet depth.....$ 8.00 per foot

"BX" to a depth of 100 feet .... 10.00 " "

"AX" to a depth of 400 feet .... 10.00 " "

Reaming AX to BX if necessary ....;. 2.00 " "

Running casing (regardless of size) .... 1.00 " "

Casing lost in a completed hole to be replaced by the owner at his expense

Cement placed in the hole and redrilled .... 1.00 per foot

Standby time for any reason requested by the project engineer 25.00 " hour

Owner will supply core boxes and care for the same.

Very truly yours,

L. J. Price

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Park, State of Colorado,

described as follows: 2/ Dolly Varden, (Pat. #73) Hiawatha (No. 60) Tunnel Lode No. 1 (No.134) Tunnel Lode No. 2 (No. 135) Juanita (No. 137) Joe (Jo) Thatcher (No. 152) Compromise (No. 136) German (No. 157) Polaris (No. 248) Iron Duke (No. 249) Friday (No. 250) Undercliff (No. 251) Milwaukee (No. 476) Triangle (No. 15289) October (No. 15289)

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

E. E. Lewis, Inc. 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. ✓ (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance 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/

2. 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.

3. 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 blank.)

None

1/ 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 must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. 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 true copies of such notice; and

5. 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.

6. Added provisions None (State "None" or "See Annex No. ____".)

Dated this 27th day of August, 19 65.

Robert Lubketin	(Seal)	3845 So. Fox (Street) Englewood Colo. (City & State)
Fred Hutchison	(Seal)	5420 Coal Mine Rd (Street) Littleton, Colo. (City & State)
	(Seal)	(Street) (City & State)
	(Seal)	(Street) (City & State)
	(Seal)	(Street) (City & State)
	(Seal)	(Street) (City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., 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)

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Park, State of Colorado,

described as follows:[2] Dolly Varden, (Pat. #73) Hiawatha (No. 60) Tunnel Lode No. 1 (No.134) Tunnel Lode No. 2 (No. 135) Juanita (No. 137) Joe (Jo) Thatcher (No. 152) Compromise (No. 136) German (No. 157) Polaris (No. 248) Iron Duke (No. 249) Friday (No. 250) Undercliff (No. 251) Milwaukee (No. 476) Triangle (No. 15289) October (No. 15289)

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E. E. Lewis, Inc.[3]
hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. ✓(a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance 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]

2. 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.

3. 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 blank.)

None

1/ 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 must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. 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 true copies of such notice; and

5. 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.

6. Added provisions ____ None ____ (State "None" or "See Annex No.____".)

~~Dated this~~ [illegible] day of [illegible], 19[illegible].

X [signature]	(Seal)	3845 So Fox (Street) Englewood Colo (City & State)
X [signature]	(Seal)	5420 Coal Mine Rd (Street) Littleton Colo. (City & State)
_____	(Seal)	_____ (Street) _____ (City & State)
_____	(Seal)	_____ (Street) _____ (City & State)
_____	(Seal)	_____ (Street) _____ (City & State)
_____	(Seal)	_____ (Street) _____ (City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., 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)

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Park, State of Colorado,

described as follows:[2] Dolly Varden, (Pat. #73) Hiawatha (No. 60) Tunnel Lode No. 1 (No.134) Tunnel Lode No. 2 (No. 135) Juanita (No. 137) Joe (Jo) Thatcher (No. 152) Compromise (No. 136) German (No. 157) Polaris (No. 248) Iron Duke (No. 249) Friday (No. 250) Undercliff (No. 251) Milwaukee (No. 476) Triangle (No. 15289) October (No. 15289)

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B. E. Lewis, Inc.[3]
hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance 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]

2. 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.

3. 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 blank.)

None

1/ 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 must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. 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 true copies of such notice; and

5. 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.

6. Added provisions None (State "None" or "See Annex No.____".)

Dated this 27th day of August, 19 69.

X Fred Hubbelston (Seal)	2845 S. Fox (Street)	
	Englewood Colo (City & State)	
X Fred Hubbelston (Seal)	5420 Coal Mine Rd. (Street)	
	Littleton, Colo (City & State)	
(Seal)	(Street)	
	(City & State)	
(Seal)	(Street)	
	(City & State)	
(Seal)	(Street)	
	(City & State)	
(Seal)	(Street)	
	(City & State)	

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., 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)

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Ouray, State of Colorado,

described as follows:[2] Dolly Varden, (Pat. 473) Hiawatha (No. 68) Tunnel Lode No. 1 (No.134) Tunnel Lode No. 2 (No. 135) Juanita (No. 137) Joe (Jo) Thatcher (No. 138) Compromise (No. 136) German (No. 197) Polaris (No. 248) Iron Duke (No. 249) Friday (No. 250) Undercliff (No. 251) Milwaukee (No. 470) Triangle (No. 16289) October (No. 15289)

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

D. H. Route, Inc.[3]
hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. ✓(a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

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None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

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3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

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5. 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.

6. Added provisions None (State "None" or "See Annex No.____".)

Dated this 27th day of August, 19 65.

X Fred Hubbuton (Seal)	3845 S. Fox Englewood - Colo	(Street) (City & State)
X Fred Hubbuton (Seal)	5420 Coal Mine Rd Littleton, Colo.	(Street) (City & State)
(Seal)		(Street) (City & State)
(Seal)		(Street) (City & State)
(Seal)		(Street) (City & State)
(Seal)		(Street) (City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., 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)

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of [illegible], State of [illegible],

described as follows:[2] [illegible]

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

[illegible],[3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance 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]

2. 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.

3. 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 blank.)

None

1/ 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 must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. 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 true copies of such notice; and

5. 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.

6. Added provisions ____ None ____ (State "None" or "See Annex No.____".)

~~Dated~~ this 27th day of August, 19 65.

X Robert Herbertson	(Seal)	3845 So. Fox (Street) Englewood Colo. (City & State)
X Fred Herbertson	(Seal)	5420 Coal Mine Rd. (Street) Littleton, Colo. (City & State)
	(Seal)	(Street) (City & State)
	(Seal)	(Street) (City & State)
	(Seal)	(Street) (City & State)
	(Seal)	(Street) (City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., 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)

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
9/21	Murphy	
	[illegible]	
	Johnson	
9/29	Jarrett	
9/30	Kupper	

OCT 4 1965

E. E. Lewis, Inc.
P. O. Box 1481
Grand Junction, Colorado

Re: OME-6496 (Silver-Gold)
E. E. Lewis, Inc.
Dolly Varden, et al., Claims
Park County, Colorado

Gentlemen:

Careful study of your application for financial assistance in exploring the subject property and of other information available to us indicates that the probability of disclosing significant ore reserves on the property is not sufficiently promising to justify Government participation in the proposed exploration. Accordingly, we regret to inform you that your application for exploration assistance is denied.

Sincerely yours,

(signed) FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

MMerrithew/mm (9/21/65)
cc: Director's Reading File
Division File
Economic Geology File
OME File
Region III
OME Reading File
Mr. Selfridge
120M

23263

DMEA Form 7
(12-56)

OFFICIAL FILE COPY

Date	Surname	Code
	[illegible]	
9/21	[illegible]	
9/27	[illegible]	

September 21, 1965

Memorandum

To: The File

From: F. M. Murphy, Mining Engineer

Subject: OME-6496 (Silver-Gold)
E. E. Lewis, Inc.
Dolly Varden, et al., Claims
Park County, Colorado

Justification for Denial of Application

The Applicant requests aid in 1) diamond drilling 3,500 feet in 10 holes from the surface to determine the proper locations of underground excavations, and 2) in crosscutting and drifting 3,000 feet. The estimated total cost of this work is $273,960.00.

The property is about 4 miles northwest of Alma and is on the southeast slope of Mount Bross at an elevation of 13,200 feet. The ore occurrences in the area are similar to those in the Leadville district which is about 12 miles to the southwest. Production from three mines on the property, the Dolly Varden, Drum Major, and Joe Thatcher is stated to have been in excess of $3,000,000.00.

A geological cross section of the rock formations in the area shows Weber grits (Upper Carboniferous), intrusive White and Gray porphyry (Tertiary), Blue limestone (Carboniferous), Parting quartzite (Devonian), White limestone (Silurian), Sawatch quartzite (Cambrian), and Precambrian granite. In the area of the Dolly Varden, Drum Major, and Joe Thatcher mines two porphyry dikes about 350 feet apart and striking about N. 70°E. cross the sedimentary formations and intrude the Weber grits. The silver-lead ore deposits in the above three mines are said to be near the top of the Blue limestone adjacent to these strong dikes. The limestone in these areas also has been shattered by a series of cross faults running northwest-southeast making it permeable for the solutions to readily replace the limestone with ore.

The ore from the three mines was extracted from replacement deposits in the Blue limestone which in this area has been the major ore-bearing formation. The Applicant states that it expects to find ore in the Parting quartzite and White limestone which underlies the Blue limestone. Also, it expects that additional ore will be found along and adjacent to the fissures and dike in the Blue limestone.

Considerable ore has been found at some mines in the Parting quartzite and the White limestone, but, by far, the most productive deposits in the district have been found near the top of the Blue limestone. A study of the meager data submitted with the application and of various U. S. Geological Survey and Bureau of Mines publications indicates that in the area of the subject claims the Blue limestone is the principal host rock for ore deposits.

The underground workings of the three principal mines on the property are presently inaccessible. The Applicant states that the Blue limestone near porphyry dike No. 2 has not been fully explored. A major part of the proposed drifting and crosscutting is for this purpose.

With respect to possible commercial ore bodies in the Parting quartzite and White limestone, in most cases such ore bodies are found in these formations only along major reverse faults. The Applicant mentions a major reverse fault being near the property but it is not shown on any available map. Judging from the submitted cross section maps of the Dolly Varden and Drum Major mines, the Blue limestone has not been disturbed in this area.

Possibly mineralization might have occurred in the Parting quartzite and White limestone near the No. 1 dike, but if so, it is quite likely that if ore bodies were deposited in these formations, the considerable work done by the operators of the two mines in this area would have found them. This conclusion also holds true for the No. 2 dike, which according to H. G. McClain's report of April 14, 1915, was being exploited from the Joe Thatcher tunnel.

Because of the lack of detailed information relating to the proposed project area, the work must be considered as prospecting for favorable targets. Since such work is ineligible for exploration aid, the subject application must be denied.

F M Murphy

F. M. Murphy

FMMurphy/mm
cc: Director's Reading File
Division File
Economic Geology File
OME File
OME Reading File

September 7, 1965

E. E. Lewis, Inc.
P. O. Box 1481
Grand Junction, Colorado

Subject: OME - 6496

Gentlemen:

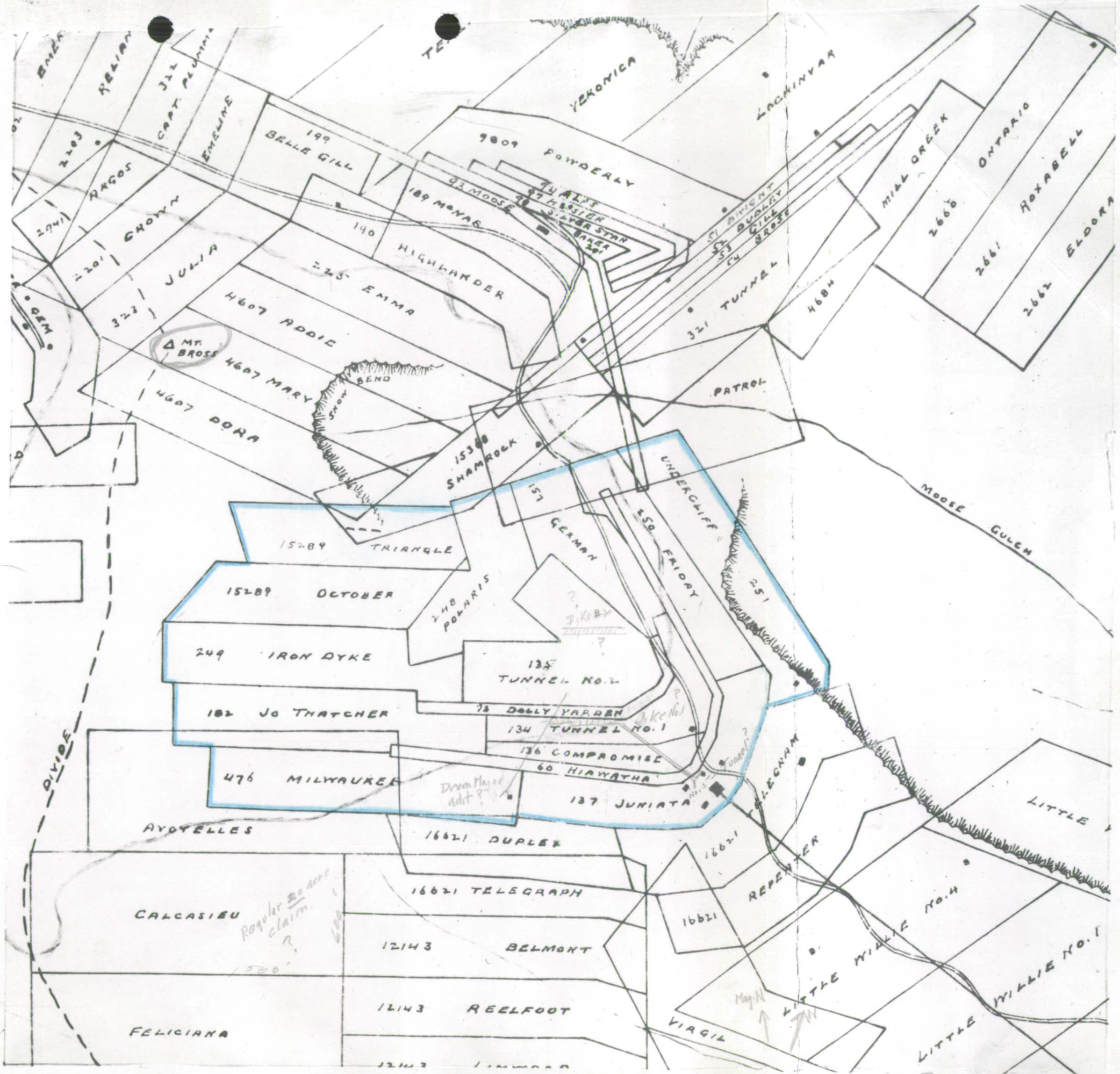
Your application for exploration assistance, dated September 2, 1965, submitted to our office at Washington, D. C., has been assigned Docket Number OME - 6496.

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

Sincerely yours,

Frank E. Johnson
Chief, Office of
Minerals Exploration

Copy to Region III
with copy of application
and attachments.


EMER
KELLAR
322
CAPT. PLUMMER
EMELINE
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RAGOS
2941
CHOWN
2201
JULIA
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GEM
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BELLE GILL
VERONICA
LOCHINVAR
9809
POWDERLY
93 MOOSE
94 ALTS
97 MASSIER
SILVER STAR
BAKER
189 MONAR
190
HIGHLANDER
245 EMMA
4607 ADDIE
4607 MARY
4607 DORA
MT. BROSS
SNOW BEND
51 DWIGHT
52 DUDLEY
53 GILL
54 BROSS
MILL CREEK
2660
ONTARIO
2661
ROXABELL
2662
ELDORA
321 TUNNEL
468H
PATROL
15388
SHAMROCK
UNDERCLIFF
157
GERMAN
258 FRIDAY
251
MOOSE GULCH
15289
TRIANGLE
15289
OCTOBER
248 POLARIS
249
IRON DYKE
135
TUNNEL NO. 2
182
JO THATCHER
73 DOLLY VARDEN
134 TUNNEL NO. 1
136 COMPROMISE
60 HIAWATHA
476
MILWAUKEE
137 JUNIATA
TELEGRAM
DIVIDE
AYOYELLES
16621 DUPLEX
16621
REPEATER
16621 TELEGRAPH
CALCASIEU
12143
BELMONT
16621
LITTLE WILLIE No. 4
LITTLE WILLIE No. 1
LITTLE
12143
REELFOOT
FELICIANA
VIRGIL
12143

MAP No. 1

E.E. Lewis, Inc.
General Mining
P. O. Box 1481
Grand Junction, Colo.

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