DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMEA ~~DMA~~ Docket No. 2639

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EXPLORATION PROJECT

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 - Copies to USBM and USGS. One copy retained by Region II.

To:	Code 700, Rm. 4640	Date	8-12-52
To:	Open Com	Date	1-7-53
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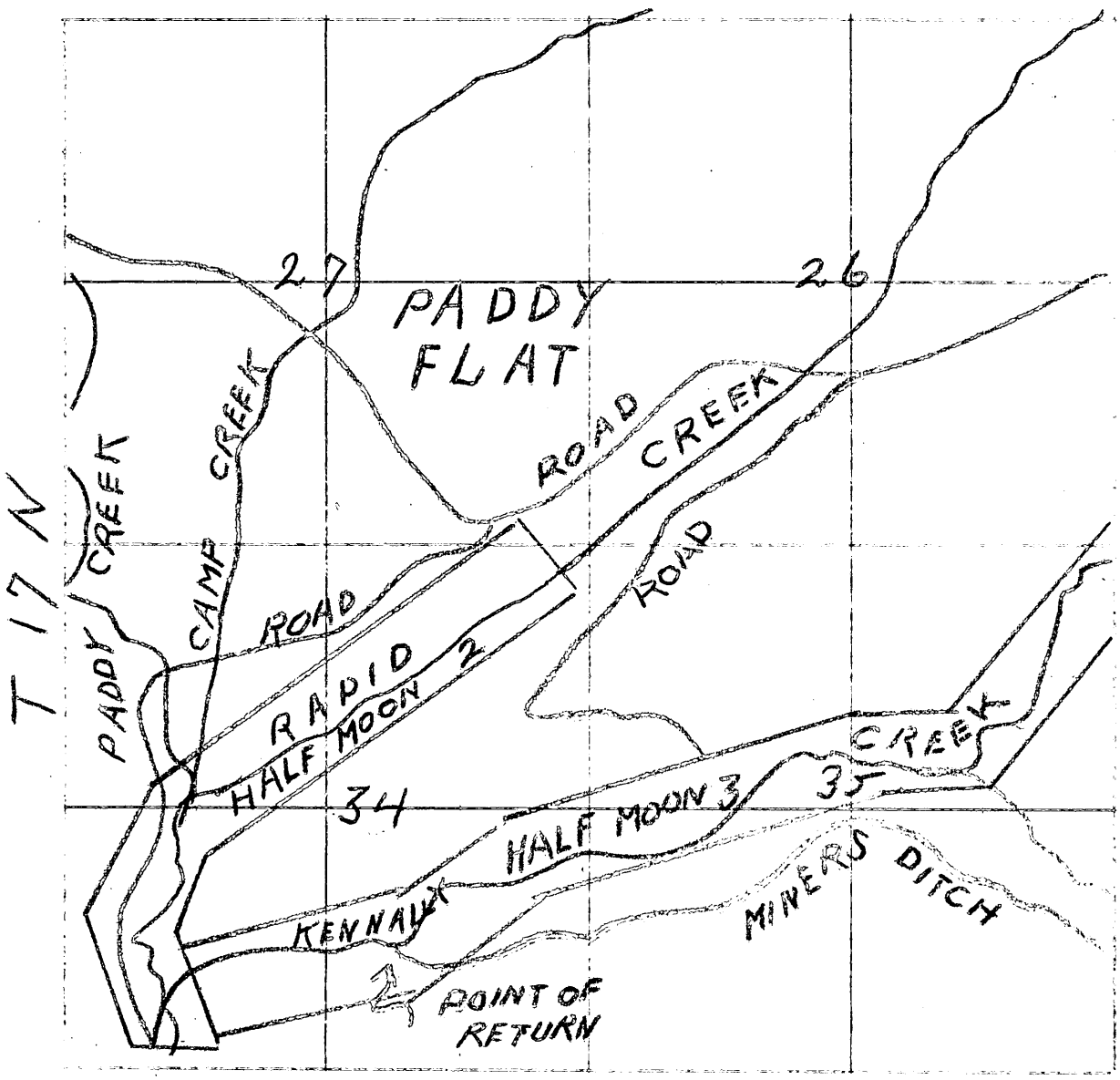
CONTROLLED DOCUMENT

INT.-DUP. SEC., WASH., D.C. 98868

SKETCH MAP OF
HALF MOON CLAIMS

V W VANDEVENTER
3832 CLINTON AVE
FRESNO CALIF



SCALE 3" = 1 MILE

700

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

August 3, 1953

Memorandum

To: Mails and Files

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

Subject: Docket No. DMEA-2639 (Monazite)
Verlon W. Vandeventer
Half Moon Claims
Valley County, Idaho

The Applicant was advised on July 8, 1953, that unless the data required by DMEA to process the above-docketed application was received by July 31, 1953, we would consider the docket closed. Since that time we have received no reply. Accordingly, it is recommended that this docket be closed.

The docket file is returned herewith.

Ernest Wm. Ellis

Ernest Wm. Ellis

Done 8/4/53

700 FILE COPY
SURNAME:

Ellis

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

August 3, 1953

Memorandum

To: Mails and Files

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

Subject: Docket No. DMEA-2639 (Monazite)
Verlon A. Vandeventer
Half Moon Claims
Valley County, Idaho

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The docket file is returned herewith.

SIGNED

Ernest Wm. Ellis

GLAult/a
8-3-53
cc to: Adm. Reading File
Docket
Messrs. E. J. Carlson, Rm. 3649
D. M. Larrabee, Rm. G-232 GSA
Ellis
DMEA Field Team, Region II (2)

FILE COPY
SURNAME:

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

JUL 8 1953

AIR MAIL

Mr. Verlon W. Vandeventer
3832 Clinton Avenue
Fresno, California

Re: Docket No. DMA-2639 (Monazite)
Half Moon Claims
Valley County, Idaho

Dear Mr. Vandeventer:

This refers to your application of July 15, 1952, for an exploration contract totaling $16,860.00 to explore the above-captioned claims. In reviewing your application we find that you have not clarified the question of claim location, ownership, and other matters requested by the Spokane office of this Agency in letters addressed to you by that office dated February 20 and April 8, 1953.

Inasmuch as we have received no reply to the communications referred to above, we assume that you no longer desire to proceed with the application. We wish to cooperate with you in the matter of allowing ample time, but if the needed data has not been received by July 31, 1953, we will then consider the docket closed.

Sincerely yours,

Ernest W. Ellis, Chief
Rare and Misc. Metals Division

EWEllis/gla
7-7-53
cc to: Adm. Reading File
Docket
DMEA Field Team, Region II (2)
Messrs. E.J.Carlson, Rm. 3649
D.M.Larrabee, Rm. G-232 GSA
Ellis

R.C.G.
7-8-53

7/6/53 gla

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

June 24, 1953

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-2639 (Monazite)
Half Moon Claims (Vandeventer)
Valley County, Idaho

Dear Mr. Selfridge:

Following are notes which Frank C. Armstrong made of a conversation with Mr. Vandeventer on the afternoon of June 7 in Cascade, Idaho:

"Vandeventer states he told Ryan (the attorney in Weiser) that it was his and the other owners' responsibility to get clear title to the ground on Rapid and Kennelly Creeks. Vandeventer has a lease from Ryan et al., on ground on which there is conflicting ownership with Cosumnes Gold Dredging Company and perhaps others, particularly, concerning the Zircon and Ilmenite claims. Vandeventer was to see Ryan on June 8 about this. Vandeventer said he was not going to do anything more about the above captioned application until Ryan et al., obtained clear title to the ground."

On the basis of the above, I think we should write Vandeventer that we are intending to close the docket.

Sincerely yours

A. E. Weissenborn

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region II

cc: USBM (2)
Armstrong

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

June 24, 1953

Mr. George C. Selfridge, Chairman
Operating Committee, DMEA
Department of the Interior
Washington 25, D. C.

Re: Docket No. DMEA-2639 (Monazite)
Half Moon Claims (Vandeventer)
Valley County, Idaho

Dear Mr. Selfridge:

Following are notes which Frank C. Armstrong made of a conversation with Mr. Vandeventer on the afternoon of June 7 in Cascade, Idaho:

"Vandeventer states he told Ryan (the attorney in Weiser) that it was his and the other owners' responsibility to get clear title to the ground on Rapid and Kennelly Creeks. Vandeventer has a lease from Ryan et al., on ground on which there is conflicting ownership with Consumes Gold Dredging Company and perhaps others, particularly, concerning the Zircon and Ilmenite claims. Vandeventer was to see Ryan on June 8 about this. Vandeventer said he was not going to do anything more about the above captioned application until Ryan et al., obtained clear title to the ground."

On the basis of the above, I think we should write Vandeventer that we are intending to close the docket.

Sincerely yours

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region II

cc: USBM (2)
Armstrong

4/13/53g

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
Sc. 157 Howard Street
Spokane 4, Washington

April 8, 1953

Mr. Verlon W. Vandeventer
3832 Clinton Avenue
Fresno, California

Re: Docket No. DMEA-2639 (Monazite)
Half Moon Claims
Valley County, Idaho

Dear Mr. Vandeventer:

This is in reply to Ryan and Ryan's letter of March 27 about the above captioned application and enclosing copies of quit-claim deeds on Half Moon claims No's. 2 and 3.

In our letter of February 20 we tried to point out that the positions and outlines of the Half Moon No's. 2 and 3 claims and the titles to these claims are two separate problems.

The boundaries of the claims are in doubt. These must be known in order to lay out the exploration. The description of Half Moon claim No. 2 says it is about 12,000 feet long and lies along Rapid Creek. From your map it appears the south half of the claim is along the North Fork of Gold Fork Creek and, including this south half, the claim is only about 7,000 feet long. If the part along the North Fork of Gold Fork Creek is not included, the claim is only about 5,000 feet long. Half Moon claim No. 3 is also described as being 12,000 feet long, but your map shows it as only about 8,000 feet long. Therefore, we will have to have a survey of these two claims before the application can be processed further. A map based on a compass and tape survey, tied to the land net, would be adequate.

When we receive the quitclaim deeds signed by Yost et al, we shall forward them to Washington to see whether they will serve to clear up the conflicts in title. Since last writing you, we have heard indirectly that Yost does not intend to continue work in the area and that the owners of the claims have been approached by other

interested parties. This could have an adverse affect in obtaining Washington approval of your proposed project, and may also affect your thinking. Undoubtedly Yost will let you know recent developments along these lines when he returns the quitclaim deeds.

It is our understanding that you had planned to work the ground in cooperation with the Cosumnes Gold Dredging Company's operation; Yost was to work the deep gravels by bucket-line dredge and you were to work the shallow gravels by drag-line dredge. Both gravels were to be processed in the Cosumnes separation plant. This arrangement is no longer possible with Cosumnes' withdrawal from the area. It is reported that the reasons for Cosumnes' withdrawal is that the separation of marketable products is too difficult and that is the reason for the last paragraph in our letter of February 20. Unless you have market for the products or can make better products than Cosumnes was able to, it is probable that Cosumnes' results will have an adverse effect upon your application.

We shall look forward to receiving a survey of the claims from you.

Sincerely yours

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region II

cc: Ryan & Ryan
P.O. Box 587
Weiser, Idaho
DMEA (2)
USBM (2)
Armstrong

FA:sz

Ryan & Ryan

March 27, 1953

United States Department of the Interior
Defense Minerals Exploration Administration
South 157 Howard Street
Spokane 4, Washington

Re: Docket DMEA-2639 (Monazite)
Half Moon Claims, Valley Co., Idaho.

Attn: Frank C. Armstrong

Dear Sir:

Mr. Verlon W. Vandeventer, the lessee of Half Moon Claims Nos. 2 and 3, has been wanting to get the title cleared up so he could make a loan through you on these two groups of claims.

In past correspondence, you indicated that you wanted a survey as to the overlap on these two groups of claims made by the locators of the Zircon and Ilmenite claims. It seems to me that if the locators of the last two mentioned claims quitclaimed to the locators of the Half Moon No. 2 and Half Moon No. 3, all their right, title and interest in those claims, that that would solve the difficulty completely as far as the Half Moon groups are concerned.

Accordingly, I have drawn up two quitclaim deeds, since the locators of Half Moon 2 and 3 are not identical, and I do not have the full names of the locators of the Zircon and Ilmenite, but have left blanks in the proposed quitclaim deeds for their names to be inserted. I am today sending the original of the two enclosed quitclaim deeds to Mr. Merrill Yost, at Red Mountain, California, for he and his wife to sign, and also for Mr. Eivind Knutsen and his wife to sign. Also, R. M. Carrey and George Denison and their wifes are grantors in these quitclaim deeds, as well as grantees. It probably serves no particular purpose in having them in the deed, but since they are locators on all these groups of claims, it would probably make a better record to have them in it and it won't hurt anything by having them shown in a deed to themselves.

In connection with this lease, kindly look over these deeds and then advise me if this method will be satisfactory to you as far

Mardh 27th, 1953

as correcting the title is concerned, that has held Mr. Vandeventer up all this time.

I shall appreciate hearing from you at as early a date as possible.

Very truly yours,

RYAN& RYAN

Frank D. Ryan

Frank D. Ryan

FDR srb

encl. 2

cc to Merrill Yost and
V. W. Vandeventer

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
No. 137 Howard Street
Spokane 4, Washington

April 5, 1955

Mr. Verlon A. Vandeventer
3832 Clinton Avenue
Fresno, California

Re: Docket No. DMEA-2639 (Monazite)
Half Moon Claims
Valley County, Idaho

Dear Mr. Vandeventer:

This is in reply to Ryan and Ryan's letter of March 27 about the above captioned application and enclosing copies of quit-claim deeds on Half Moon claims No's. 2 and 3.

In our letter of February 20 we tried to point out that the positions and outlines of the Half Moon No's. 2 and 3 claims and the titles to these claims are two separate problems.

The boundaries of the claims are in doubt. These must be known in order to lay out the exploration. The description of Half Moon claim No. 2 says it is about 12,000 feet long and lies along Rapid Creek. From your map it appears the south half of the claim is along the North Fork of Gold Fork Creek and, including this south half, the claim is only about 7,000 feet long. If the part along the North Fork of Gold Fork Creek is not included, the claim is only about 5,000 feet long. Half Moon claim No. 3 is also described as being 12,000 feet long, but your map shows it as only about 8,000 feet long. Therefore, we will have to have a survey of these two claims before the application can be processed further. A map based on a compass and tape survey, tied to the land net, would be adequate.

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We shall look forward to receiving a survey of the claims from you.

Sincerely yours

A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region II

cc: Ryan & Ryan
P.O. Box 587
Weiser, Idaho
DMEA (2)
USBM (2)
Armstrong

FA:sz

Moon & Moon

March 27, 1953

United States Department of the Interior
Defense Minerals Exploration Administration
South 157 Howard Street
Spokane 4, Washington

Re: Docket DMEA-2639 (Monazite)
Half Moon Claims, Valley Co., Idaho.

Attn: Frank C. Armstrong

Dear Sir:

Mr. Verlon W. Vandeventer, the lessee of Half Moon Claims Nos. 2 and 3, has been wanting to get the title cleared up so he could make a loan through you on these two groups of claims.

In past correspondence, you indicated that you wanted a survey as to the overlap on these two groups of claims made by the locators of the Zircon and Ilmenite claims. It seems to me that if the locators of the last two mentioned claims quitclaimed to the locators of the Half Moon No. 2 and Half Moon No. 3, all their right, title and interest in those claims, that that would solve the difficulty completely as far as the Half Moon groups are concerned.

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I shall appreciate hearing from you at as early a date as possible.

Very truly yours,

RYAN& RYAN

Frank D. Ryan

Frank D. Ryan

FDR srb

encl. 2

cc to Merrill Yost and
V. W. Vandeventer

2/25/53 gla

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D. C.~~
So. 157 Howard Street
Spokane 4, Washington

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 24 1953

February 20, 1953

Mr. Verlon W. Vandeventer
3832 Clinton Avenue
Fresno, California

Re: Docket DMEA-2639 (Monazite)
Half Moon Claims
Valley County, Idaho

Dear Mr. Vandeventer:

Thank you for your letter mailed on February 13, enclosing a sketch map of Half Moon claims No's. 2 and 3.

Before the above captioned application can be considered further we will need:

1. A survey of Half Moon claims No's. 2 and 3 showing their relation to Rapid and Kennally Creeks, to section lines, and to Cosumnes' property. Ordinarily a close survey of this type is not required but because of the conflict in ownership it is believed that such a survey will be to the benefit of all concerned, and will most certainly be required in this case. Neither of these claims as shown on your sketch map approach 12,000 feet in length.

2. The title to the ground must be cleared. Half Moon No. 3 conflicts with Cosumnes' Zircon and Ilmenite claims. The part of Half Moon No. 2 north of the center of sec. 34 conflicts with Cosumnes' ground. The part of Half Moon No. 2 south of the center of sec. 34 is shown on your sketch as lying along Rapid Creek. According to the U. S. Forest Service map of the Payette National Forest (scale one inch equals two miles), Paddy, Camp and Rapid Creeks come together near the center of sec. 34. Below their junction the stream is called the North Fork of Gold Fork Creek. It appears that the part of Half Moon No. 2 in the south half of sec. 34 is not part of the claim.

   Cosumnes included Half Moon No's. 2 and 3 under their DMEA contract and they will have to release them to you. It is understood that there is a third claimant to ground covered by Cosumnes' Zircon and Ilmenite claims. This will also have to be cleared up.

We should like to know what plans you have for marketing your products. From information we have it appears unlikely that the monazite content alone will be high enough to support an economic operation. There is also the possibility that the titanium content of the ilmenite may be below that ordinarily specified. Such information will, of course, have to be evaluated before a contract can be negotiated.

Sincerely yours,

Frank G. Armstrong
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region II

cc: Ryan & Ryan
Weiser, Idaho

DMEA (2)
USBM (2)
Docket
Armstrong

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.
No. 157 Howard Street
Spokane 4, Washington

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
FEB 24 1953

February 20, 1953

Mr. Verlon W. Vandeventer
3032 Clinton Avenue
Fresno, California

Re: Docket DMA-363 (Monazite)
Half Moon Claims
Valley County, Idaho

Dear Mr. Vandeventer:

Thank you for your letter mailed on February 13, enclosing a sketch map of Half Moon claims No's. 2 and 3.

Before the above captioned application can be considered further we will need:

1. A survey of Half Moon claims No's. 2 and 3 showing their relation to Rapid and Kennally Creeks, to section lines, and to Cosumnes' property. Ordinarily a close survey of this type is not required but because of the conflict in ownership it is believed that such a survey will be to the benefit of all concerned, and will most certainly be required in this case. Neither of these claims as shown on your sketch map approach 12,000 feet in length.

2. The title to the ground must be cleared. Half Moon No. 3 conflicts with Cosumnes' Zircon and Ilmenite claims. The part of Half Moon No. 2 north of the center of sec. 34 conflicts with Cosumnes' ground. The part of Half Moon No. 2 south of the center of sec. 34 is shown on your sketch as lying along Rapid Creek. According to the U. S. Forest Service map of the Payette National Forest (scale one inch equals two miles), Paddy, Camp and Rapid Creeks come together near the center of sec. 34. Below their junction the stream is called the North Fork of Gold Fork Creek. It appears that the part of Half Moon No. 2 in the south half of sec. 34 is not part of the claim.

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Sincerely yours,

Frank C. Armstrong
For: A. E. Weissenborn
Executive Officer, DMEA
Field Team, Region II

cc: Ryan & Ryan
Weiser, Idaho

DMEA (2)
USBM (2)
Dockert
Armstrong

2/9/53 gla

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
~~WASHINGTON 25, D.C.~~
No. 157 Howard Street
Spokane 1, Washington

February 3, 1953

Mr. Merlon W. Vandeventer
3132 Clinton Avenue
Fresno, California

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED

Re: Docket No. [illegible] 2493 (Monazite)
Half Moon Claims, Valley Co., Idaho

Dear Mr. Vandeventer:

We have received a reply dated January 7, 1953, to our letter of December 17, 1952, to the Chairman, Operating Committee, DMA, concerning the above captioned application.

The Chairman writes: "It seems that Mr. Ryan has misunderstood our position concerning gulch placer claims, which need not necessarily conform to legal subdivisions, as set forth in our letter to you of September 16, 1952. This should now be clear to him from your letter of December 17."

The Chairman also states: "Concurrently, there have been three separate sets of placer claims staked and located one upon the other by three separate parties in the vicinity of the Zircon and Ilmenite claims. These claims are the Southeast quarter of Section 34 and the Southwest quarter of Section 35, which areas are included in contract Idm-351 of the Cosurmes Company, and are in conflict with the subject claims."

He goes on to say: "If the Cosurmes Co. wishes to relinquish part of the area covered by their contract, in order that it might be explored by the subject Applicant, such an amendment to their contract might be made, provided that Cosurmes Co. requested it, and set forth sufficient justification or reason for our doing so. However, it would appear that if this were done, there would still be an outstanding conflicting claim which would have to be cleared.

"To date the Applicant has promised a map, and a quit claim deed from conflicting owners, and further more, has requested DMA to consider this conflicting area as available for contract with the subject Applicant. However, there is as yet, no adequate map, nor

any quitclaim deeds to the conflicting areas. When these requirements have been fulfilled the application can be given further consideration."

You have been requested on several occasions to furnish a map showing the area you intend to explore and the claims involved. This map is essential to a proper appraisal of the exploration project which you propose, for until we know exactly where you propose to do the exploration we have no basis for passing on the merit of your proposal. A map, of course, would greatly simplify consideration of the problems of ownership of the ground involved. You should also provide quit claim deeds from conflicting owners.

When these matters are resolved, we will be glad to reconsider your application, but we will have to place the application in the inactive file until the information has been made available to us.

Sincerely yours,

[illegible] Weisenborn
Executive Officer, IMEA
Field Team, Region II

cc: Ryan & Ryan
Suite 5, Corner Bldg.
Wainwright, Alaska

IMEA(2)
USBM(2)
Armstrong

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
~~WASHINGTON 25, D.C.~~
No. 157 Howard Street
Spokane 4, Washington

February 3, 1953

Mr. Merlon W. Vandeventer
3832 Clinton Avenue
Fresno, California

Re: Docket No. [illegible]A 2639 (Monazite)
Half Moon Claims, Valley Co., Idaho

Dear Mr. Vandeventer:

We have received a reply dated January 7, 1953, to our letter of December 17, 1952, to the Chairman, Operating Committee, [illegible]A, concerning the above captioned application.

The Chairman writes: "It seems that Mr. Ryan has misunderstood our position concerning patch placer claims, which need not necessarily conform to legal subdivisions, as set forth in our letter to you of September 16, 1952. This should now be clear to him from your letter of December 17."

The Chairman also states: "Reportedly, there have been three separate sets of placer claims staked and located one upon the other by three separate parties in the vicinity of the Zircon and Ilmenite claims. These claims are the Southeast quarter of Section 34 and the Southwest quarter of Section 35, which areas are included in contract Ida-8351 of the Cosurnes Company, and are in conflict with the subject claims."

He goes on to say: "If the Cosurnes Co. wishes to relinquish part of the area covered by their contract, in order that it might be explored by the subject Applicant, such an amendment to their contract might be made, provided that Cosurnes Co. requested it, and set forth sufficient justification or reason for our doing so. However, it would appear that if this were done, there would still be an outstanding conflicting claim which would have to be cleared.

"To date the Applicant has promised a map, and a quit claim deed from conflicting owners, and furthermore, has requested [illegible] to consider this conflicting area as available for contract with the subject Applicant. However, there is as yet, no adequate map, nor

any quitclaim deed to the conflicting areas. When these requirements have been fulfilled the application can be given further consideration."

You have been requested on several occasions to furnish a map showing the area you intend to explore and the claims involved. This map is essential to a proper appraisal of the exploration project which you propose, for until we know exactly where you propose to do the exploration we have no basis for passing on the merit of your proposal. A map, of course, would greatly simplify consideration of the problem of ownership of the ground involved. You should also provide quit claim deeds from conflicting owners.

When these matters are resolved, we will be glad to reconsider your application, but we will have to place the application in the inactive file until the information has been made available to us.

Sincerely yours,

[illegible] Glassmeyer
Executive Officer, [illegible]
Field Team, Section II

cc: [illegible] Ryan
[illegible] Suite [illegible], Corner [illegible]
[illegible], [illegible]

LMLA(2)
USBM(2)
Armstrong

FILE COPY
SURNAME: 700

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

Schmidt
Ellis
Rubin
Hollund
Mattheudy

JAN 7 1953

Mr. A. . Weissenborn
Executive Officer, Region II
Field Team
South 157 Howard Street
Spokane 8, Washington

Re: Docket No. M -2639 (Monazite,
Half Moon Claims
Valley County, Idaho

Dear Mr. Weissenborn:

This acknowledges receipt of your letter of December 17, 1952, concerning the subject application together with enclosure of letter of November 25, by Frank . Ryan, Attorney for V. . Vandeventer, the applicant, and your letter to the firm of Ryan and Ryan of December 17, 1952.

It seems that Mr. Ryan has misunderstood our position concerning placer claims, which need not necessarily conform to legal subdivisions, as set forth in our letter to you of September 18, 1952. This should now be clear to him from your letter of December 17.

A claim map showing the location of the subject property, the Half Moon No. 2 and No. 3 claims, was requested of Mr. Vandeventer by letter of your office in a letter dated October 1, 1952. Such a map should show the position of Kennally and Sandy Creeks as well as section lines.

The letter of John Yarnell of the Bureau of Mines dated October 6, 1952, to Field Team Region II states as follows:

"Reportedly, there have been three separate sets of placer claims staked and located on the site by three separate parties in the vicinity of the Zircon and Ilmenite claims. These claims are the Southeast quarter of Section 34 and the Southwest quarter of Section 35, which areas are included in Contract Idm-351 of the Columbus Company, and are in conflict with the subject claims.

Mr. Ryan's letter of November 25, 1952, asks you with reference to the conflict of interests in the claims "to indicate how it may be straightened out". It is the obligation of the applicant to present by a map a clear picture of the land he controls, and to demonstrate that he has a sufficient interest in the land to enter into a contract with this Agency. We do not undertake the resolution of an Applicant's title problems, although we may express such a solution where it is clear to us. In this case the solution is not clear.

If the Consumers Co. [illegible] to relinquish part of the area covered by their contract, in order that it might be explored by the subject applicants, such a modification to their contract might be made, provided the Consumers Co. permits it, and set forth sufficient justification or reason for our doing so. However, it would appear from [illegible] that if this were done, there would still be [illegible] conflicting claim which would [illegible] be cleared.

[illegible] the applicant has [illegible] up, and a [illegible] claim [illegible] from conflicting owners, [illegible], has requested [illegible] to consider this conflicting area as available for contract with the subject applicant. However, there is as yet, no adequate map, nor any evidence [illegible] the conflicting areas. [illegible] these requirements have been fulfilled the application can be [illegible] for further consideration.

Very truly yours,

Frank E. Johnson (FEJ)

[illegible], [illegible] Committee

E. Schmidt/jem
1/6/53
cc: Cot Adm. Leasing File
Docket
Messrs. [illegible]- Adm.3649
Johnston-Adm. G-232
Ellis Schmidt
Cpr. Committee
Field Team, Region II

J. H. Hedges (JHH)
[illegible], [illegible] Area

A. R. Kinkel, Jr. (ARK)
[illegible], [illegible] Survey

g. e. 1/7

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

Spokane, Washington
December 17, 1952

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 23 1952

MEMORANDUM

To: Chairman, Operating Committee, DMEA, Washington, D. C.

From: DMEA Field Team, Region II

Subject: Docket No. DMEA 2639 (monazite)
V. W. Vandeventer, Half Moon Claims
Valley County, Idaho

Enclosed are two copies of a letter from Ryan & Ryan, attorneys representing Mr. Vandeventer, regarding points which require clarification in connection with the subject application together with two copies of our reply.

Particular reference is made to the last two paragraphs on page 2 of the letter from Ryan & Ryan. We would appreciate an opinion regarding the feasibility of DMEA releasing the conflicting ground from Contract Idm-E351 in the event the applicant is able to obtain a quit claim deed from Cosumnes Gold Dredging Co.

By Field Team, Region II

A. E. Weissenborn, Exec. Officer
U. S. Geological Survey
157 South Howard Street

M. E. Volin
U. S. Bureau of Mines
1201 N. Division St.

Enclosures

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M. E. Volin
U. S. Bureau of Mines
1201 N. Division St.

Enclosures

cc: DMEA, Wash. (2)
USGS (2)

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Spokane, Washington
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DEPARTMENT OF THE INTERIOR
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DEC 23 1952

Ryan & Ryan
Suite 9, Sommer Bldg.
Weiser, Idaho

Subject: Docket No. DMEA 2639 (monazite)
Half Moon Claims, Valley County, Idaho
Verlon W. Vandeventer

Gentlemen:

Reference is made to your letter of November 25, 1952, concerning the subject application for DMEA exploration assistance.

Our letter to Mr. Vandeventer dated October 1, 1952, did not go into detail with respect to the deficiencies in the placer claim locations. The statement under item No. 2 of our letter to the effect that the claims themselves do not conform to the regulations of the Bureau of Land Management regarding meandering placer claims is based on a memorandum dated September 15, 1952, from the Acting Chief Counsel, Bureau of Land Management, Washington, D. C., on the subject of gulch placers. A copy of this memorandum is attached for your and Mr. Vandeventer's information. We are not in a position to dispute the statements of the Acting Chief Counsel.

Your letter of November 25 is being forwarded to the Washington, D. C. office of the Defense Minerals Exploration Administration so that it may be referred to the legal branch for further clarification of the questions you raise, with particular attention to the possibility of DMEA releasing from Contract Idm-E351, Cosumnes Gold Dredging Co., the area or areas overlapped by Mr. Vandeventer's application.

By Field Team, Region II

cc: DMEA, Wash. (3)
USGS (2)

A. E. Weissenborn, Exec. Officer
U. S. Geological Survey
157 South Howard Street

M. E. Volin
U. S. Bureau of Mines
1201 N. Division St.

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WASHINGTON 25, D. C.

DEPARTMENT OF THE INTERIOR
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Spokane, Washington
December 17, 1952

Ryan & Ryan
Suite 9, Sommer Bldg.
Weiser, Idaho

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USGS (2)

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U. S. Geological Survey
157 South Howard Street

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U. S. Geological Survey
157 South Howard Street

M. E. Volin
U. S. Bureau of Mines
1201 N. Division St.

Enclosure

November 25, 1952

U. S. Department of the Interior
Defense Minerals Exploration Administration
1201 North Division Street
Spokane 2, Washington

Subject: Docket No. DMEA 2639 (monazite)
Half Moon Claims, Valley County,
Idaho.

Attn: Glenn C. Reed
Mining Engineer

Gentlemen:

Mr. Verlon W. Vandeventer, of Cascade, Idaho, has requested this office to write you relative to the above subject referred to in your letter of October 1, 1952, addressed to Mr. Vandeventer.

In such letter you make a number of conditions yet to be performed in connection with his application for a DMEA loan. In talking with Mr. Vandeventer, he states that as far as these requirements are concerned, of course, he can and will procure a map of the claims and will be able to show thereon the location of the proposed test holes and roads. In other words, number 1. can be complied with.

Number 2 is somewhat uncertain as far as the language thereof standing alone is concerned, but Mr. Vandeventer states that in phone conversation, I believe, or perhaps a personal interview, that subject to your office taking the position that placer claims must be located according to legal subdivision. It rather appears to me that there are exceptions to this rule, even though in surveyed territory. If you will permit me to refer to Section 35 U.S.C., Title 30, appearing on Page 32, I quote therefrom as follows: "But where placer claims can not be conformed to legal subdivisions, survey and plats shall be made as on unsurveyed lands". There are a number of decisions covering this situation. One in point I believe is that of Reynolds vs. Iron Silver Mining Co., 116 U.S. 687, 694; 29 L. Ed. 774. Also the case of Mitchell vs. Hutchinson, 76 F. 6. 55, a California case appearing in 142 Cal. 58. Also, in the text in Volume 1, on American Mining Law, Bulletin 129, put out by the Department of Natural Resources of the State of California, on Page 145, Section 204, this section reads as follows:

U. S. [illegible] of the [illegible]
[illegible], [illegible]
[illegible].

> "A "gulch claim" is one laid upon and along the bed of an intermittent stream winding through a canyon, with precipitous, nonmineral, and uncultivable banks, wherein have accumulated placer deposits, which are worked within the location. It may also be defined as a location upon surveyed land upon and along the bed of a stream whose banks are enclosed or surrounded by precipitous cliffs, barren of mineral, the boundaries of the location embracing and following the opposite shores. It may also be a location laid upon and along the bed of an old river channel or gravel deposit lying beneath the surface of the earth. As, under the circumstances, gulch claims can not practicably be conformed to legal subdivisions it is sufficient if they conform as near as is reasonably practicable."

I am assuming by citing the above citation and quoted matter that you are objecting to these claims being located as gulch claims, but I believe an inspection on the ground will reveal that it is impractical to try to locate them any other way, as this stream runs down through a mountain canyon, or gorge, that winds itself around, and it would be practically impossible to locate a claim thereon that would cover the desirable and profitable placer claim, or try to locate it any other way, by showing the legal distance on each side from the center of the stream as it winds through the canyon. That is the way these claims have been located, and I know it is common practice to locate claims that way under the circumstances in this area.

There is also another difficulty, and that is since the Half-Moon group of claims were located, Mr. Merrill Yost and other have located claims described as the Southeast Quarter of Section 34, and the Southwest Quarter of Section 35, of the same township and range as the Half Moon group is located, although I do not have the township and range numbers before me. The claims located by Merrill Yost and associates overlap to a certain degree on the Half Moon group of claims.

As I understand, Mr. Yost and associates are willing to quit-claim any overlapping ground in their filings to the locators of the Half-Moon group. However, I am further informed that the [illegible] has made, or agreed to make a loan to the Cosumnes Gold Dredging Company, which as I understand has a lease on the claims located by Yost and associates, and consequently, in order to clear this up, it would

require an additional quit claim deed from the locators of said claims in Sections 34 and 35, a release from the DMEA of any part of those claims that overlap into the Half Moon Group.

Mr. Vandeventer is very anxious to comply with anything that he can do to facilitate action on the loan and get busy and start work on these claims, and if you would be kind enough to go into this thoroughly and indicate how it may be straightened out to conform to your regulations so that he may get the loan applied for, we will, if possible, try to conform thereto. However, as far as amended locations are concerned and making this by legal subdivision, it does not seem practicable to locate these claims that way. I am very familiar with the territory in which these claims are located and I know the way the stream winds around in several directions that it would cross innumerable fractional subdivisions and make it practically impossible to locate that way.

Not our Business

Clean up the conflicts himself

Trusting that we may hear from you at an early date, we are,

Very truly yours,

RYAN & RYAN

Frank D. Ryan

Frank D. Ryan

FDR srb

Hyde & Hyde

November 25, 1952

U. S. Department of the Interior
Defense Minerals Exploration Administration
1201 North Division Street
Spokane 2, Washington

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FDR srb

UNITED STATES
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DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 28 1952

1201 N. Division St.
Spokane 2, Washington

October 15, 1952

MEMORANDUM

To: Chairman, Operating Committee, DMEA, Washington, D. C.

From: DMEA Field Team, Region II

Subject: Docket No. DMEA 2639 (monazite) Verlen W. Vandeventer, Half Moon Claims, Valley County, Idaho, and Docket No. DMEA 2265 (monazite, etc.) Cosumnes Gold Dredging Co., Contract No. Idm-E351, Paddy Flat Placer Claims, Valley County, Idaho.

This is in reference to your referral of September 18, 1952 on the subject docket. In it you refer both to the Vandeventer and to the Cosumnes contracts. These two contracts are treated separately below.

Re: Cosumnes Idm-E351

You have received a copy of a memorandum, dated September 16, 1952, from Frank C. Armstrong, Geologist, USGS, to the DMEA Field Team, Region II, giving information resulting from his inspection of this contract which considerably clarifies the drilling results and the area of placer gravels of economic interest. In Phase I of contract E-351 Cosumnes found in the northern part of Paddy Flat proper gravels which contain significant amounts of heavy minerals. Two holes drilled as a part of Phase I in the southern part of Paddy Flat showed very little concentration of heavy minerals. Because of these facts Phase II of the contract was modified to enable Cosumnes to follow the rich gravels by drilling. This resulted in the drilling of ridges between Paddy and Camp, and Camp and Rapid Creeks, and disclosed an old stream channel, cutting across the present drainage, which contains economically interesting concentrations of heavy minerals (see attached sketch). Although originally it was considered by the applicant and the Field Team that the commercial monazite would be found in the younger gravels along the creek, the drilling to date indicates that the best concentrations are found along the old stream channel. When this became apparent during the progress of the work the drilling naturally was more confined to the area of older gravels which are considered to be the best.

Mr. Yost of Consumes Gold Dredging Company estimates that the gravels thus far explored amount to 60,000,000 cubic yards, averaging over 40 pounds of heavy sands per yard. These yardages naturally will be the basis for plans by Consumes Gold Dredging Company for at least their early operations. The Consumes Gold Dredging Company is equipped with bucket dredges and, therefore, would be most interested in exploiting gravels suitable for that type of equipment to the extent possible.

With respect to your reference to the first ten holes drilled by Consumes Company under Phase I of the contract, the Field Team has to advise that heavy sands recovered from these holes are in the process of being separated and the constituents analyzed but that results are not yet available. The gravels recovered by drilling were washed in a small portable gravity plant and the heavy sands sent to Rings Magnetic Separator Co., Milwaukee, Wisconsin, for separation into monazite and other constituents. The rare earth fractions then are to be sent to Albert Banks Laboratories in San Francisco for assay. Under this procedure you can see that there has had to be a considerable time lapse before results will be available.

We are at a loss to understand your reference to assays referred to in Mr. Volin's letter of August 29 inasmuch as there is nothing in that letter concerning assays. Perhaps you are referring to Mr. Burdill's inspection report dated August 13, 1952, in which he states that preliminary estimates of the Phase I drilling indicate the deposit may contain 50 or 60 million cubic yards of gravel containing an estimated 1 lb. of monazite per cubic yard. This estimate was given by Mr. Yost and was considered by the Field Team representative, Mr. Burdill, to be as accurate as any information available at the time.

Re: Vandervoter DMEA-2639

The Field Team has spent considerable time trying to arrive at full answers to the questions brought up in your memorandum. Although we do not yet have all of the answers, we are, at this time, sending you that information we have and will supplement this information as soon as we can do so in the future.

It is clear now that Mr. Yost, acting for Consumes Gold Dredging Company, encouraged and interested Mr. Vandervoter in submitting his application for a DMEA project to prospect-drill areas along Kennally, Rapid, and North Fork of Gold Fork Creeks which would be too shallow for bucket-dredge operations but which might prove to have sufficiently high monazite content to be attractive for dragline operations. Mr. Vandervoter owns dragline dredging equipment and has been conducting that type of operation on California placers. The reason for this move, as now explained

by Mr. Yost, is that Cosumnes Gold Dredging Company plans to build a heavy sand separation plant, an expensive undertaking, and therefore wants to have all monazite resources possible to help amortize the plant and assure its continued operation. Mr. Vandeventer's dragline operations would contribute heavy sands to this plant.

Mr. J. B. Hardill, Bureau of Mines engineer, on September 24 and 25 inquired into property ownership and other questions in connection with the Vandeventer application. Although he was not able to contact Mr. Vandeventer, who was in California at the time, he gained considerable information from Mr. Yost. Mr. Hardill's attached report states that there may be three separate claim ownerships, including one by Cosumnes located and situated one approximately over the other in the vicinity of the Zircon and Ilmenite claims. This conflict was not brought to light by Mr. Vandeventer in his application. In this connection we advised him that it would be necessary, with regard to his application, to clarify title to the claims and the validity of his leases or agreements before further consideration can be given his application. We further advised him to submit an accurate map properly tied to the Public Land subdivisions based on a reliable survey showing the respective locations of the placer claims in question; also, showing the location of his proposed access road, proposed locations of test holes, and the stream channels and placer gravels.

Inasmuch as under normal weather conditions this property will probably be accessible for work for perhaps and not more than 4 weeks during the remainder of this year, Mr. Vandeventer will be pressed to complete this work and probably would not have time to start his project this year even if his contract is approved. Mr. Vandeventer has advised, however, that he intends to go ahead with his application, and he hopes that it will be approved promptly enough for him to complete the work before winter. He is having an accurate map made, and amending the placer claims under his lease to conform with Bureau of Land Management requirements.

Mr. Vandeventer was advised further that exploration of the placer claims covered by contract Ida-8351 is the obligation of Cosumnes Dredging Company and properly should be fully taken care of by the company. The company might want to subcontract the drilling on some of the claims covered by Contract Ida-8351, and might even wish to sublease the property for subsequent mining, but this would not relieve the company from requirements resulting from production from these claims. Both Mr. Vandeventer and Mr. Yost now are aware that there cannot be two BLM contracts by two or more operators covering the same claims or overlapping portions of conflicting claims.

The Field Team offers for your consideration two possibilities as a solution to the overlapping controversial Half Moon claim in Vandeventer's application. The first would be to release

that portion of overlapping ground from the Cosmos Gold Dredging Company's contract IAM-1151 so that there would not be two exploration contracts on the same property. Vandeventer then could include this portion in his application and become responsible for exploration of this portion and repayments from production therefrom. The second method would be to exclude the Half Moon claim from Vandeventer's application. This would permit Vandeventer to make separate arrangements with Cosmos to drill the Half Moon claim, using unspent funds amounting to about $10,000 remaining in the Cosmos' contract. The first solution, if it is legal, seems the best one to the Field Team, because as stated previously Cosmos has bucket dredges and desires to work gravels with depths permitting such equipment, while Vandeventer has the dragline equipment for working shallow gravels. Mr. Johnson's idea that Cosmos should procure and operate dragline equipment in addition to presently owned bucketline dredge equipment might be considered naive in view of recent developments which presumably indicate deep gravels in quantity sufficient for bucket dredging. The adjoining shallow gravels probably will prove too small in extent to amortize the required dragline equipment and still return a reasonable operating margin.

We are concerned about your statement that the Field Team should take steps to determine in advance whether there are commercial grades of monazite in the area covered by Vandeventer's application or future similar ones. This idea apparently was planted by Mr. Kline's memorandum of August 16 and evokes discussion as to how far into applications the Field Team should go. There obviously must be some reasonable basis for believing that the gravel under consideration might contain monazite, but if we require as a prerequisite to a BMM contract proof of commercial quantities of monazite we would appear to be engaged in development rather than exploration. Inasmuch as the applications are supposed to be for exploration it does not seem realistic to us that the Field Team should be required to perform an initial phase of the exploration in order to establish the application. We are wondering if you really are serious in considering that the Field Team should conduct prior drilling or perform prior bulldozer trenching to demonstrate the presence of commercial quantities of monazite. We would prefer to set up such expenditures as an initial stage of the exploration contract, consisting of bulldozer trenching in shallow gravels or widely spaced drilling in deep gravels, with the principal work to be contingent upon the results of the initial stage. We are in agreement, however, that there should be some evidence--either geologic or engineering--of the probable presence of monazite in significant quantities.

The Rare and Precious Metals Branch of the U. S. Bureau of Mines in the last few years has investigated many placer monazite deposits in Idaho with funds provided by AEC. If the data resulting from these investigations could be made available to the Field Team, we would be in a much better position in evaluating

DMEA applications and would not have to duplicate work perhaps already done. We believe that AEC, if approached for this data, would not refuse to make it available as a means of preventing possible duplication of work by two separate Government agencies.

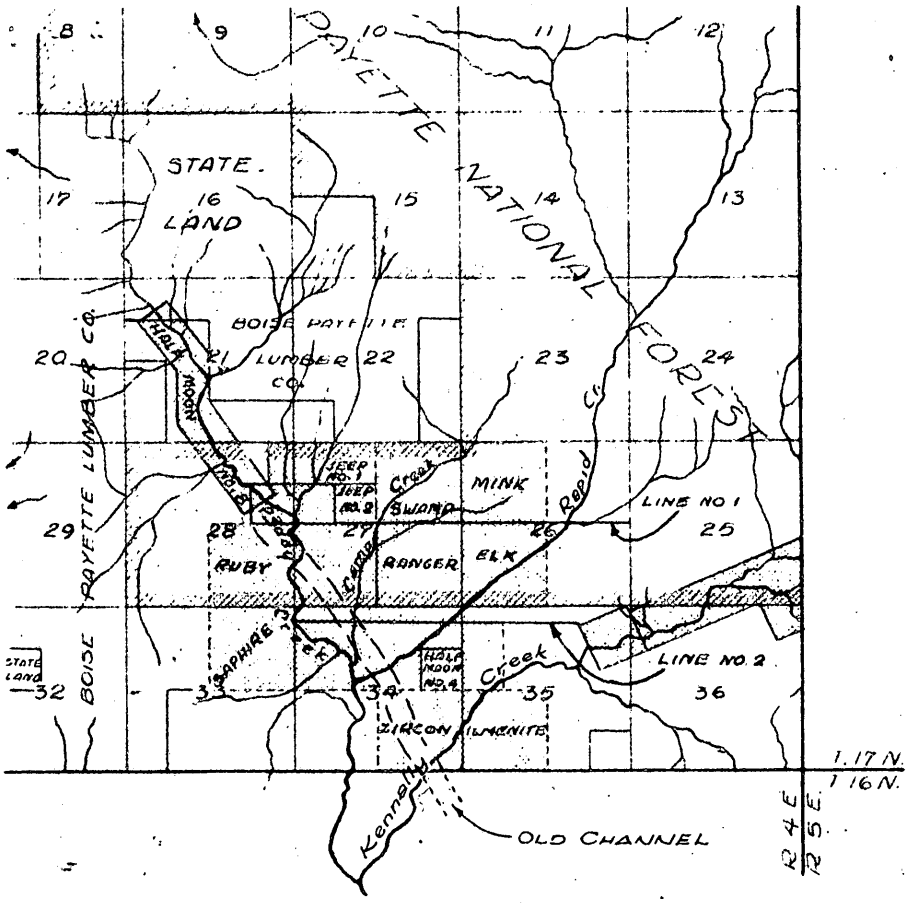
Field Team, Region II

A. E. Weissenborn, Exec. Officer
(U. S. Geological Survey)

Glenn C. Reed
Acting for M. E. Valin, Member
(U. S. Bureau of Mines)

Enclosure

CC: 3-Wash.
2-USGS
DMEA
JBB
M/D
D/F



COSUMNES-VANDEVENTER
PADDY FLAT PLACER CLAIMS

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED

1201 N. Division St.
Spokane 2, Washington

October 6, 1952

MEMORANDUM

To: Field Team, DMEA, Region II

From: John T. Cardill, U. S. Bureau of Mines

Subject: Docket No. DMEA - 2639 (Monazite), Verlon W. Vandeventer, Half Moon Claims, Valley County, Idaho

Reference is made to the letter of Frank E. Johnson, Chairman, Operating Committee, dated September 18, 1952, to R. E. Weissenborn, Executive Officer, Region II, relative to the captioned subject.

In the absence of Mr. Vandeventer, who was reported to be in California, I discussed some phases of the matter with Merrill Yost, general manager of Cosumnes Gold Dredging Company, at their Whitehawk Camp, Idaho. Mr. Yost was initially instrumental in interesting Vandeventer in the monazite placer deposits in Idaho, the idea being that from any small dragline placer deposits which Vandeventer might mine he would have his recovered black sands beneficiated in the proposed Cosumnes plant.

As a result of my investigation, the following conclusions and recommendations are made:

1. That it be mandatory for applicant to submit an accurate map based on a new survey showing the true location of the placer claims in question, proposed access road, section corners, proposed location of test holes, topography, and other pertinent data, such as location of streams, etc. The sketch submitted with the application was grossly inadequate.

2. Reportedly, there have been three separate sets of placer claims staked and located one upon the other by three separate parties in the vicinity of the Zircon and Ilmenite claims. Title to the claims or validity of leases or agreements should be clarified by applicant before further consideration is given application.

3. Since the disposal of applicant's proposed black sand concentrates is wholly dependent upon Cosumnes operations and plant installation next year, consideration of the application should be held in abeyance until Cosumnes operations become a reality, even though the above two items be satisfied in the meantime.

4. Under normal weather conditions, the property in question will probably only be accessible for four to six weeks this year, which will be insufficient to satisfy items 1 and 2 and properly test drill the ground.

Other minor points in question can be answered later when the above have been satisfied.

John D. Sardill

CC: 3-Wash.
2-OSGS
DMEA
JDB
N/D
D/F

JDB:kt

11/4/52 gla

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

1201 N. Division St.
Spokane 2, Washington

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 27 1952

October 15, 1952

MEMORANDUM

To: Chairman, Operating Committee, DMEA, Washington, D. C.

From: DMEA Field Team, Region II Reed + Weissenborn.

Subject: Docket No. DMEA 2639 (monazite) Verlon W. Vandeventer, Half Moon Claims, Valley County, Idaho, and Docket No. DMEA 2265 (monazite, etc.) Cosumnes Gold Dredging Co., Contract No. Idm-E351, Paddy Flat Placer Claims, Valley County, Idaho.

This is in reference to your referral of September 18, 1952 on the subject docket. In it you refer both to the Vandeventer and to the Cosumnes contracts. These two contracts are treated separately below.

Re: Cosumnes Idm-E351

You have received a copy of a memorandum, dated September 16, 1952, from Frank C. Armstrong, Geologist, USGS, to the DMEA Field Team, Region II, giving information resulting from his inspection of this contract which considerably clarifies the drilling results and the area of placer gravels of economic interest. In Phase I of contract E-351 Cosumnes found in the northern part of Paddy Flat proper gravels which contain significant amounts of heavy minerals. Two holes drilled as a part of Phase I in the southern part of Paddy Flat showed very little concentration of heavy minerals. Because of these facts Phase II of the contract was modified to enable Cosumnes to follow the rich gravels by drilling. This resulted in the drilling of ridges between Paddy and Camp, and Camp and Rapid Creeks, and disclosed an old stream channel, cutting across the present drainage, which contains economically interesting concentrations of heavy minerals (see attached sketch). Although originally it was considered by the applicant and the Field Team that the commercial monazite would be found in the younger gravels along the creek, the drilling to date indicates that the best concentrations are found along the old stream channel. When this became apparent during the progress of the work the drilling naturally was more confined to the area of older gravels which are considered to be the best.

Mr. Yost of Cosumnes Gold Dredging Company estimates that the gravels thus far explored amount to 60,000,000 cubic yards, averaging over 60 pounds of heavy sands per yard. These yardages naturally will be the basis for plans by Cosumnes Gold Dredging Company for at least their early operations. The Cosumnes Gold Dredging Company is equipped with bucket dredges and, therefore, would be most interested in exploiting gravels suitable for that type of equipment to the extent possible.

With respect to your reference to the first ten holes drilled by Cosumnes Company under Phase I of the contract, the Field Team has to advise that heavy sands recovered from these holes are in the process of being separated and the constituents analyzed but that results are not yet available. The gravels recovered by drilling were washed in a small portable gravity plant and the heavy sands sent to Dings Magnetic Separator Co., Milwaukee, Wisconsin, for separation into monazite and other constituents. The rare earth fractions then are to be sent to Abbot Hanks laboratories in San Francisco for assay. Under this procedure you can see that there has had to be a considerable time lapse before results will be available.

We are at a loss to understand your reference to assays referred to in Mr. Volin's letter of August 29 inasmuch as there is nothing in that letter concerning assays. Perhaps you are referring to Mr. Bardill's inspection report dated August 13, 1952, in which he states that preliminary estimates of the Phase I drilling indicate the deposit may contain 50 or 60 million cubic yards of gravel containing an estimated 1 lb. of monazite per cubic yard. This estimate was given by Mr. Yost and was considered by the Field Team representative, Mr. Bardill, to be as accurate as any information available at the time.

Re: Vandeventer DMEA-2639

The Field Team has spent considerable time trying to arrive at full answers on the questions brought up in your memorandum. Although we do not yet have all of the answers, we are, at this time, sending you what information we have and will supplement this information as soon as we can do so in the future.

It is clear now that Mr. Yost, acting for Cosumnes Gold Dredging Company, encouraged and interested Mr. Vandeventer in submitting his application for a DMEA project to prospect-drill areas along Kennally, Rapid, and North Fork of Gold Fork Creeks which would be too shallow for bucket-dredge operations but which might prove to have sufficiently high monazite content to be attractive for dragline operations. Mr. Vandeventer owns dragline dredging equipment and has been conducting that type of operation on California placers. The reason for this move, as now explained

Let Vandeventer work for Cosumnes?

by Mr. Yost, is that Cosumnes Gold Dredging Company plans to build a heavy sand separation plant, an expensive undertaking, and therefore wants to have all monazite resources possible to help amortize the plant and assure its continued operation. Mr. Vandeventer's dragline operations would contribute heavy sands to this plant.

Mr. J. D. Bardill, Bureau of Mines engineer, on September 24 and 25 inquired into property ownership and other questions in connection with the Vandeventer application. Although he was not able to contact Mr. Vandeventer, who was in California at the time, he gained considerable information from Mr. Yost. Mr. Bardill's attached report states that there may be three separate claim ownerships, including one by Cosumnes located and situated one approximately over the other in the vicinity of the Zircon and Ilmenite claims. This conflict was not brought to light by Mr. Vandeventer in his application. In this connection we advised him that it would be necessary, with regard to his application, to clarify title to the claims and the validity of his leases or agreements before further consideration can be given his application. We further advised him to submit an accurate map properly tied to the Public Land subdivisions based on a reliable survey showing the respective locations of the placer claims in question; also, showing the location of his proposed access road, proposed locations of test holes, and the stream channels and placer gravels.

Inasmuch as under normal weather conditions this property will probably be accessible for work for perhaps and not more than 4 weeks during the remainder of this year, Mr. Vandeventer will be pressed to complete this work and probably would not have time to start his project this year even if his contract is approved. Mr. Vandeventer has advised, however, that he intends to go ahead with his application, and he hopes that it will be approved promptly enough for him to complete the work before winter. He is having an accurate map made, and amending the placer claims under his lease to conform with Bureau of Land Management requirements.

Impossible

Mr. Vandeventer was advised further that exploration of the placer claims covered by contract Idm-E351 is the obligation of Cosumnes Dredging Company and properly should be fully taken care of by the company. The company might want to subcontract the drilling on some of the claims covered by Contract Idm-E351, and might even wish to sublease the property for subsequent mining, but this would not relieve the company from repayments resulting from production from these claims. Both Mr. Vandeventer and Mr. Yost now are aware that there cannot be two DMEA contracts by two or more operators covering the same claims or overlapping portions of conflicting claims.

Best Solution

The Field Team offers for your consideration two possibilities as a solution to the overlapping controversial Half Moon claim in Vandeventer's application. The first would be to release

that portion of overlapping ground from the Cosumnes Gold Dredging Company's contract Idm-E351 so that there would not be two exploration contracts on the same property. Vandeventer then could include this portion in his application and become responsible for exploration of this portion and repayments from production therefrom. The second method would be to exclude the Half Moon claim from Vandeventer's application. This would permit Vandeventer to make separate arrangements with Cosumnes to drill the Half Moon claim, using unspent funds amounting to about $10,000 remaining in the Cosumnes' contract. The first solution, if it is legal, seems the best one to the Field Team, because as stated previously Cosumnes has bucket dredges and desires to work gravels with depths permitting such equipment, while Vandeventer has the dragline equipment for working shallow gravels. Mr. Johnson's idea that Cosumnes should procure and operate dragline equipment in addition to presently owned bucketline dredge equipment might be considered naive in view of recent developments which presumably indicate deep gravels in quantity sufficient for bucket dredging. The adjoining shallow gravels probably will prove too small in extent to amortize the required dragline equipment and still return a reasonable operating margin.

why? all confused between Exploration & Production

We are concerned about your statement that the Field Team should take steps to determine in advance whether there are commercial grades of monazite in the area covered by Vandeventer's application or future similar ones. This idea apparently was planted by Mr. Kline's memorandum of August 15 and evokes discussion as to how far into applications the Field Team should go. There obviously must be some reasonable basis for believing that the gravel under consideration might contain monazite, but if we require as a prerequisite to a DMEA contract proof of commercial quantities of monazite we would appear to be engaged in development rather than exploration. Inasmuch as the applications are supposed to be for exploration it does not seem realistic to us that the Field Team should be required to perform an initial phase of the exploration in order to establish the application. We are wondering if you really are serious in considering that the Field Team should conduct prior drilling or perform prior bulldozer trenching to demonstrate the presence of commercial quantities of monazite. We would prefer to set up such operations as an initial stage of the exploration contract, consisting of bulldozer trenching in shallow gravels or widely spaced drilling in deep gravels, with the principal work to be contingent upon the results of the initial stage. We are in agreement, however, that there should be some evidence--either geologic or engineering--of the probable presence of monazite in significant quantities.

Chaos

This criticism is justified

The Rare and Precious Metals Branch of the U. S. Bureau of Mines in the last few years has investigated many placer monazite deposits in Idaho with funds provided by AEC. If the data resulting from these investigations could be made available to the Field Team, we would be in a much better position in evaluating

Our Field Referrals always give authorities in AEC to contact

See Minutes Oper. Com. No. 139 Nov. 10/52

DMEA applications and would not have to duplicate work perhaps already done. We believe that AEC, if approached for this data, would not refuse to make it available as a means of preventing possible duplication of work by two separate Government agencies.

Field Team, Region II

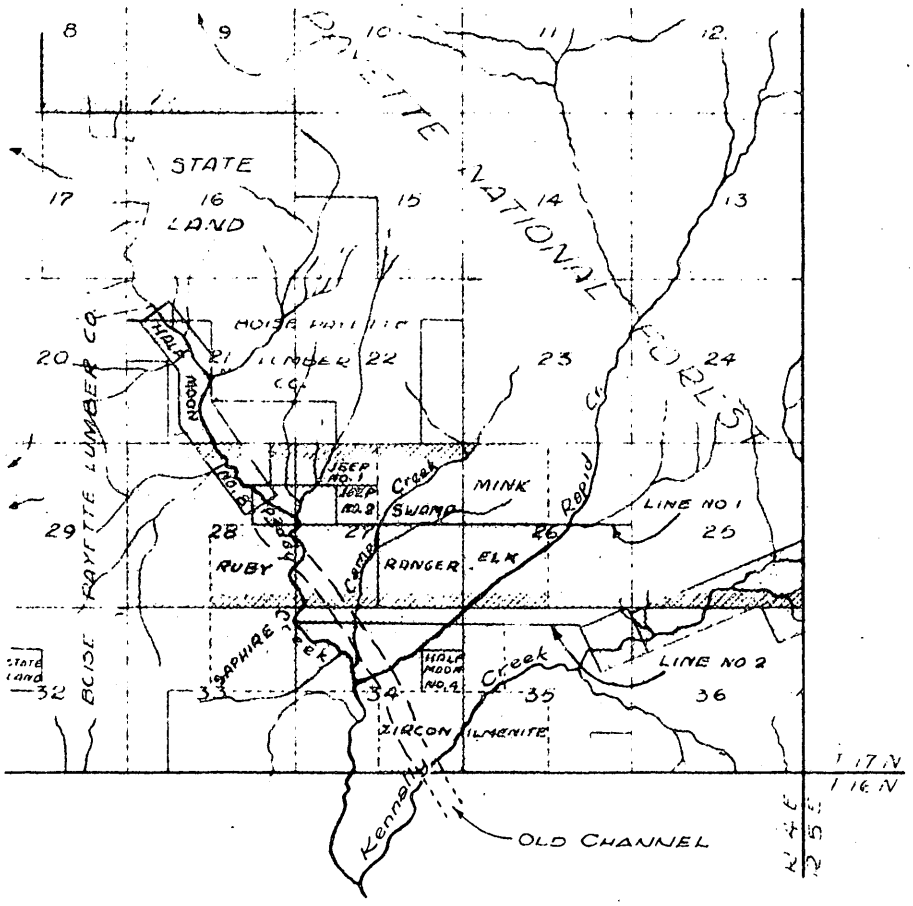
A. E. Weissenborn, Exec. Officer
(U. S. Geological Survey)

Glenn C. Reed
Acting for M. E. Volin, Member
(U. S. Bureau of Mines)

Enclosure

Discussed this letter with Weissenborn personally in Washington 11/19/58. He agreed with me that Commission should not deal with Foundation & have him specific under Atom Conference instead of Commission referring should be made a formal request.

Yes is paraphrased in file



COSUMNES-VANDEVENTER
PADDY FLAT PLACER CLAIMS

11/4/52 gla

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

1201 N. Division St.
Spokane 2, Washington

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 2 6 1952

October 6, 1952

MEMORANDUM

To: Field Team, DMEA, Region II

From: John D. Bardill, U. S. Bureau of Mines

Subject: Docket No. DMEA - 2639 (Monazite), Verlon W. Vandeventer, Half Moon Claims, Valley County, Idaho

Reference is made to the letter of Frank E. Johnson, Chairman, Operating Committee, dated September 18, 1952, to A. E. Weissenborn, Executive Officer, Region II, relative to the captioned subject.

In the absence of Mr. Vandeventer, who was reported to be in California, I discussed some phases of the matter with Merrill Yost, general manager of Cosumnes Gold Dredging Company, at their Whitehawk Camp, Idaho. Mr. Yost was initially instrumental in interesting Vandeventer in the monazite placer deposits in Idaho, the idea being that from any small dragline placer deposits which Vandeventer might mine he would have his recovered black sands beneficiated in the proposed Cosumnes plant.

As a result of my investigation, the following conclusions and recommendations are made:

1. That it be mandatory for applicant to submit an accurate map based on a new survey showing the true location of the placer claims in question, proposed access road, section corners, proposed location of test holes, topography, and other pertinent data, such as location of streams, etc. The sketch submitted with the application was grossly inadequate.

2. Reportedly, there have been three separate sets of placer claims staked and located one upon the other by three separate parties in the vicinity of the Zircon and Ilmenite claims. Title to the claims or validity of leases or agreements should be clarified by applicant before further consideration is given application.

3. Since the disposal of applicant's proposed black sand concentrates is wholly dependent upon Cosumnes operation and plant installation next year, consideration of the application should be held in abeyance until Cosumnes operations become a reality, even though the above two items be satisfied in the meantime.

4. Under normal weather conditions, the property in question will probably only be accessible for four to six weeks this year, which will be insufficient to satisfy items 1 and 2 and properly test drill the ground.

Other minor points in question can be answered later when the above have been satisfied.

John D. Bardill

CC: 3-Wash.
2-USGS
DMEA
JDB
M/D
D/F

3- I dont understand "disposal of applicant's proposed black sand concentrates". Is this production or exploration.

10/7/52 gla

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 6 1952

1201 N. Division St.
Spokane 2, Washington

October 1, 1952

Mr. Verlon W. Vandeventer
c/o General Delivery
Cascade, Idaho

Subject: Docket No. DMEA 2639 (monazite), Half Moon Claims, Valley County, Idaho

Dear Mr. Vandeventer:

The Washington, D. C., office of the Defense Minerals Exploration Administration has informed us that your application for Government assistance to explore the subject property cannot be processed further until the following points are clarified:

1. There is no map of the claims that could be used to delineate a contract. The rough sketch submitted shows no survey data concerning the outlines of the claims; locations of the proposed test holes are not shown; location of the proposed road is not shown, nor is any data concerning its purpose or necessity given.

2. The claims themselves do not conform to the regulations of the Bureau of Land Management regarding meandering placer claims.

3. Assuming that the claim boundaries or areas are rectified, the responsibility for exploring all areas involved in the existing DMEA contract with Cosumnes Gold Dredging Company remains with that Company.

4. There is nothing in your application indicating the presence of monazite on that part of the property not in conflict. If any drilling, trenching or other sampling has been done on that part of the property the results should be reported.

It is suggested that a complete clarification of the foregoing points be forwarded to this office for review and transmittal to Washington, D. C., as soon as possible.

Sincerely yours

Glenn C. Reed, Mining Engineer
Region II

CC: 2-Wash
2-USGS
DMEA
M/D
TEH

TEH:kt

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

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 6 '52

1201 N. Division St.
Spokane 2, Washington

October 1, 1952

Mr. Verlon F. Vandeventer
c/o General Delivery
Cascade, Idaho

Subject: Docket No. DMA 2639 (monazite), Half Moon Claims, Valley County, Idaho

Dear Mr. Vandeventer:

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2. The claims themselves do not conform to the regulations of the Bureau of Land Management regarding meandering placer claims.

3. Assuming that the claim boundaries or areas are rectified, the responsibility for exploring all areas involved in the existing DMEA contract with Cosumnes Gold Dredging Company remains with that Company.

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It is suggested that a complete clarification of the foregoing points be forwarded to this office for review and transmittal to Washington, D. C., as soon as possible.

Sincerely yours

Glenn C. Reed, Mining Engineer
Region II

CC: 2-Wash
2-RGC
DMEA
M/D
EMH

T:H:kt

Memorandum for file September 24, 1952

From: F. Sommer Schmidt

IMPORTANT NOTE: Letter by Frank Armstrong, Geologist, to DMEA Field Team, Region II, dated September 16, 1952 (filed in Rare and Miscellaneous Metals Division's contract file in DMEA-2265, Contract No. Idm-E351) Consumnes Gold Dredging Company, Paddy Flat, bears on Vandeventer property.

- - -

Conference with Carlson to check my ideas.

The Field Team consistently take the ideas of Yost instead of making their own determinations. It is questionable whether Yost can be believed. This is based on reputation with the AEC.

The only ingredients in the concentrate that have any value at present are the monazite and the gold -- there are no market values for the ilmenite and the zircon and the garnet.

The separation of these parts by milling would mean extraction of

gold 80% monazite 75% magnetite 80%
ilmenite and garnet and zircon 50%

Assume 60 lbs. of concentrate per yard and half of it magnetite as per Armstrong letter letter, 30 lbs. per yard with 5,000 yard dredge is 75 tons of magnetite per day. Cost of nodulizing plant prohibitive for this tonnage scale. We want to know how he (Yost) gets the 55 cents and why the Bureau does not know. The gross value and what will be the recovered value and what is the price per pound figured for the constituents to make up the 55 cents. Too much stress on what Yost says and not enough on our own data.

What were the values in the first 10 holes to justify the second phase? We have letter from Volin giving Yost statements of these values. Do we approve second phase with only the hearsay of the operator, or what is the situation?

See letter by Operating Committee (Schmidt) DMEA 2639 to Vandeventer dated 9/18/52.

FILE COPY
SURNAME:
78

Schmidt

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

SEP 18 1952

Mr. [illegible] Weissenborn
Executive Officer, Region II
DMEA Field Team
South 157 Howard Street
Spokane 8, Washington

Re: Docket No. DMA-2639 (Monazite,
Verlon [illegible] Vandeventer
Half Moon Claims
Valley County, Idaho

Dear Mr. Weissenborn:

This acknowledges receipt of your telegram of September 16, 1952, inquiring as to status of application DMA-2639.

It is not possible to proceed with the application without clarification of the following points:

There is no map of the claims that could be used for a contract. The rough sketch submitted shows no survey data concerning the outlines of the claims, nor does the location of the streams which the claims follow, agree with the location on the map of the same area which forms part of the Cosummer contract Lim-351. Also the sketch map does not agree with the map of the Payette Forest Reservation nor the map by the former Land Office (now Bureau of Land Management, of Township 17N, 1E. Furthermore, the map does not show the area in conflict with the area already involved in contract L-351.

The Bureau of Land Management has given an opinion on cases similar to the Half Moon claims. A copy of said opinion is enclosed. It will be seen that neither of these meandering placer claims may be longer than one mile regardless of their width. Therefore neither of these claims conform to the regulations of the Bureau of Land Management.

Assuming that the boundaries or areas of these claims are rectified, if any deal is made by this applicant and an adjoining operating company working under an exploration contract with the [illegible], the responsibility for exploring the area involved in the contract is still with the company that has the contract.

If any deal is made by this applicant and the Cosumnes Co., it must be with someone authorized to do so officially by that company and not the general manager. Such authorization for Mr. Yost to sign for the Cosumnes Co. has not been provided in any of the papers signed by him in connection with this application.

It is not clear from the letter of Volin of August 29, 1952, whether the assays reported to have been found in the first 10 holes drilled by the Cosumnes Co. were simply the statements of General Manager Yost, nor by whom the assaying was done, nor whether these assays were obtained from duplicate samples assayed by the Bureau laboratory at Albany. There is so much at stake in a small variation of the monazite content that it is naturally assumed that proper steps were taken to assure this office of the accuracy of the reported determination of 1 pound of monazite per yard.

There is nothing in the application [illegible]-2639 that shows any commercial grade of monazite on that part of the property not in conflict. It is questionable whether the presence of monazite in the upper land where the placer was deposited, indicates a re-deposition or enriched concentration, or erosion and scouring in the stream beds. The proof of the presence of monazite on the subject property is therefore an essential part of the application for its exploration.

There is a definite conflict in this application to explore the stream beds with the specified purpose of contract Idm-351 of the Cosumnes Company. The Cosumnes contract recites in Exhibit "A" under description of the work, as follows:

> "The work to be done is for the purpose of exploring the described property for monazite and columbium-tantalium in the placer gravel along the drainage area of the creeks as is indicated on the attached map Annex I."

Also note a letter by [illegible] to Stanifer dated February 6, 1957, a copy of which was sent to your office as follows:

> "A limited drilling program would be considered by this office if it was confined to the younger gravel along the creeks, the drilling to be done in two phases etc.

It is clear from the contract itself that the purpose of the contract Idm- 351 was exactly the opposite of that expressed in letter by Volin of August 29, 1952, concerning application [illegible]-2639 by Vandavenger as follows:

"The applicant points out, however, that unless he dredges the ground the Government would receive no repayment from the area in conflict, because of the fact that the topography is not suited to operation by the bucket line dredge to be installed by Cosumnes. On the other hand, the area is ideal for a dragline dredging operation. Cosumnes will explore and subsequently dredge only the high ground north of Kennally Creek and North of the center of Section 34 while Vandeventer is interested only in Creek bottoms."

When contract 2-351 was written it was expected that the contractor, the Cosumnes Company, would equip themselves with whatever type of machinery was necessary to recover the minerals providing the exploration project was successful.

It is noted that your office has authorized phase 2 of contract 2-351 and that the location of the holes is to be determined with the aid of the Field Team. It is therefore assumed that the location of the holes in phase 2 will be determined in order to carry out the purpose of exploring the younger gravels.

In the proposed contract for [illegible]-2639 prepared by your office as a sample to be used, it is noted that there are two miles of road building to cost $2,500. There is no data on any map showing the location of this road nor data concerning the purpose or necessity for same.

It is quite evident from the foregoing that there are several matters that require clarification before any further progress can be made with the subject application.

Enclosed please find copies of memos from the Commodity Committee R. H. Kline of the Bureau of Mines and Paul L. Weis of the Geological Survey also letter on Gulch placers by C. H. Bradshaw of the Bureau of Land Management.

Sincerely yours,

F.E.J. 9-18-52

(signed) FRANK E. JOHNSON

Chairman, Operating Committee

Enclosures

APPROVED: J. W. Hedges

Member, Bureau of Mines

T. P. Thayer

Member, Geological Survey

FESchmidt/jem 9/16/52

cc to: Adm. Reading File
Docket
Messrs. E.J.Carlson-1347
J.J.Norton-Rm. G-323 GSA
Ellis Schmidt
Opr. Committee
Field Team, Region II (1)

IN REPLY REFER TO:

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

"DL:CRB"

SEP 15 1952

Memorandum

To: Mr. F. Sommer Schmidt, Engineer, Defense Minerals Exploration Administration, Room 4640

From: Acting Chief Counsel, Bureau of Land Management

Subject: Gulch placers

You have informally asked for a statement with respect to the size and shape of irregular placer claims that may be located under the United States Mining laws and the regulations issued thereunder, 43 CFR 185.

Ordinarily placer claims must be conformed to the public land survey in units of 10 acres or more. Where there has been no survey they should be located in like units with north - south, east - west lines as nearly conformable to the future survey as possible.

There are two exceptions to the above rule as set forth in 43 CFR 185.28(b) and (c) as follows:

> (b) Conformity to the public-land surveys and the rectangular subdivisions thereof will not be required where compliance with such requirement would necessitate the placing of the lines thereof upon other prior located claims or where the claim is surrounded by prior locations.
>
> (c) Where a placer location by one or two persons can be entirely included within a square 40-acre tract, by three or four persons within two square 40-acre tracts placed end to end, by five or six persons within three square 40-acre tracts, and by seven or eight persons within four square 40-acre tracts, such locations will be regarded as within the requirements where strict conformity is impracticable.

In the application of the last mentioned paragraph relating to what is popularly known as "Gulch placers" the Department said in its decision which established the rule:

"DL:CRB"

"In stating this rule, it is necessary to say that we do not intend that the fortics which are made the unit of measure should necessarily have north and south and east - and - west boundary lines." Snow Flake Placer, 37 L.D. 250, 259 (1908).

This statement is self-explanatory.

C R Bradshaw

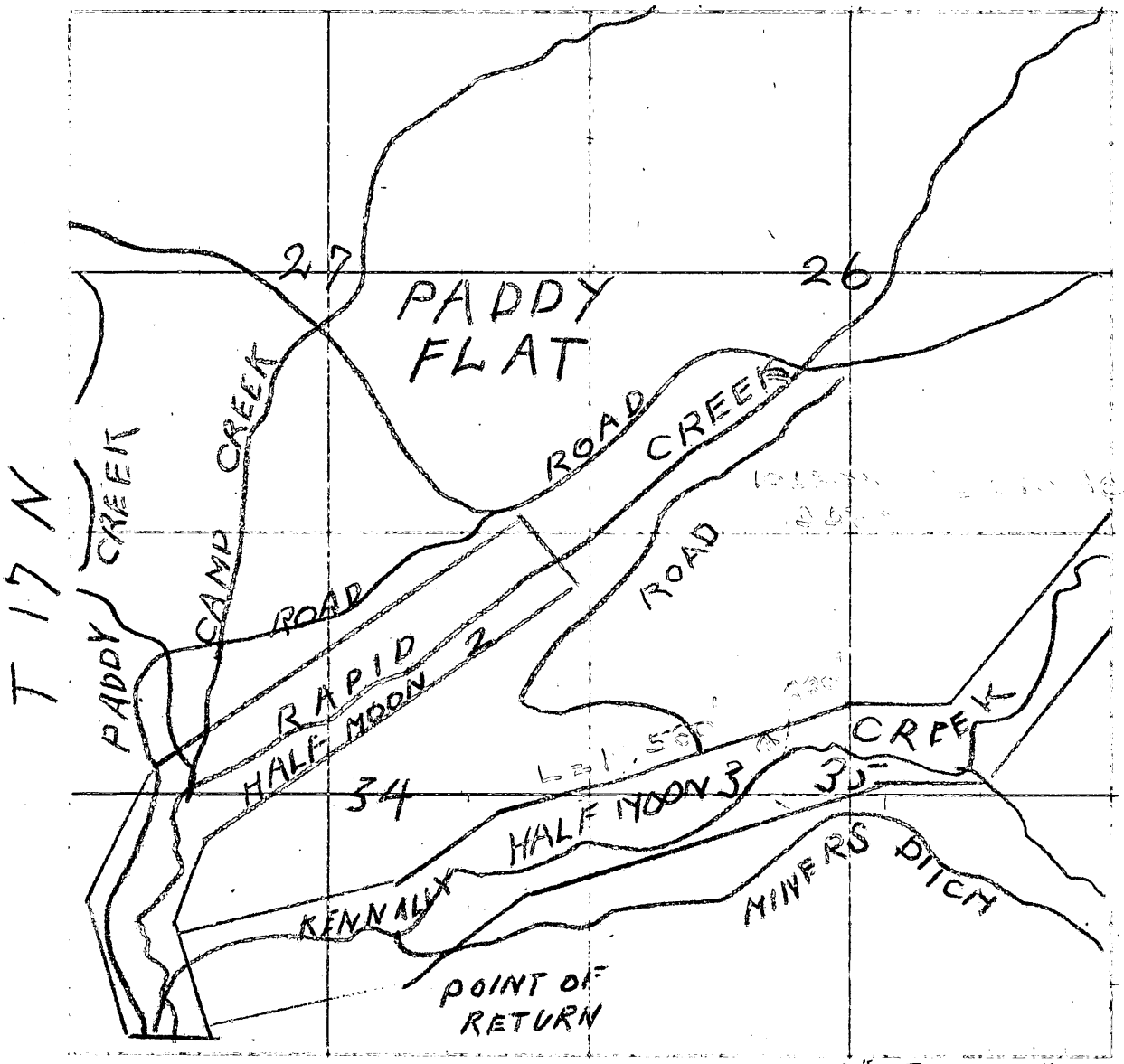
Acting Chief Counsel

Attachment

CRBradshaw:dvw
9/15/52

SKETCH MAP OF
HALF MOON CLAIMS

V W VANDEVENTER
3832 CLINTON AVE
FRESNO CALIF



SCALE 3" = 1 MILE

3" = 5280 1/2" = 880
1" = 1760

DEPT OF THE INTE
Defense Minerals Administration
RECEIVED
SEP 11 1952

443 WA SP /I-GS-G/

SPOKANE 9-10-52 450P

ERNEST WILLIAM ELLIS, CHIEF RARE AND MISC METALS DIVISION, DEFENSE MINERS EXPLORATION ADMIN

WA

PLEASE ADVISE ON LEASE STATUS OF V W VANDEVENTOR-S DMEA APPLICATION, DMEA DOCKET 2639 RE LETTER FROM VOLIN-S E DATED AUGUST 29, 1952. APPLICANT ANXIOUS FOR IMMEDIATE DECISION FROM DMEA. WISHES TO START WORK BEFORE FALL WEATHER INTERFERS.

THOR KIILSGAARD FOR A E WEISSENBORN, EXEC OFFICER, DMEA, SP

2639 29 1952

JH 455P

SEP 11 10 33 AM '52

BUREAU OF MINES
MAIL ROOM
WASHINGTON, D. C.

Memo for Files By Schmidt 9/11/5

Application Half Moon 2 and 3 by Vandeventer - DMEA-2639

The claims Half Moon 2 and 3 are shown on a rough sketch accompanying application which shows no bearings or dimensions, and does not check with the map showing the same area used in the Cosumnes Co. Contract E-351. The description given of the claims is too general to answer our purpose. These two claims are apparently in conflict with claims Ilmenite and Zircon of Contract E-351. A map should be provided showing the exact location of the Half Moon 2 and 3, which are not legal land subdivisions, but meandering placer claims, which map should show the relation to section lines and show the area of conflict with claims Ilmenite and Zircon.

A search of the file DMEA-2265 E351 and DMEA-2264 E350 Cosumnes Co. does not show any mining agreement, contract, lease, or option whereby the Consumnes Co. obtained the Ilmenite and Zircon claims with which the Half Moon claims are in conflict.

The only data bearing on this matter are:

Memo by Yost 1/31/52 states Zircon and Ilmenite located 10/26/51 giving the legal description by land subdivision. Claims located by (man and wife) Carey, Dennison, Knutsen (Standifers engineers) Yost (Standifers general manager). Claims 160 acres each for 8 people. The following statement by Yost "These two claims held by Consumnes Co, by option from Carey and Dennison, subsequent to original option of 11/9/51 and signed by them". This is all there is. Just a statement, but no copy of the option referred to, nor transfer to the Consumnes Co.

Assuming that these two claims are valid, and owned by Consumnes, then according to the sketch accompanying application for Half Moon claims there is a conflict of some undetermined but very considerable amount. The fact is that the sketch of the Half Moon claims is so poor, and the location of the streams disagrees so much with the data on the Consumnes map of contract #351 that it is impossible to even approximate the amount of the conflict.

The Half Moon 2 and 3 were located by Yost and Knutsen (Standifers men) together with others. Yost himself and for the Consumnes Co. has executed an agreement and lease dated August 20, 1952, for Consumnes Co. leasing all their right title and interest in the Half Moon 3 which is accompanied by "Owner's Consent to Lien" for the Half Moon application and signed by Yost as general manager of Consumnes Co. Why this lease on the No. 3 and not also the No. 2? The object of this paper is probably to give Vandeventer the right of way in that area of No. 3 and withhold it in the area of the No. 2. Yost is general manager of the company and it is not shown that he is an officer, and therefore cannot execute such an agreement.

See MF-100 showing Yost is not an officer, letter 5/29/52 Standifer and Yost to DMEA stating they are employed by Consumnes. See application MF-103 to show Consumnes is a company, also shown in contract 351.

Consumnes Co. does not have any interest in the Half Moon No. 2 or No. 3. Yost has a one quarter interest from the records. Possibly Yost meant to give Vandeventer clearance on the ground in conflict and described it as a claim in which Consumnes does not have any interest but which Ground it does control by the Ilmenite and Zircon claims. Unless Yost has authority to sign this paper and provides such proof it is useless.

Letter from Volin to DMEA 8/29/52 says applicant wishes to amend his application to include only that part of No. 2 "not in conflict", and all of No. 3. This amendment is probably on strength of his now having clearance on the No. 3 from Yost, according to the paper referred to above, the value of which is herewith questioned. Concerning the reference to the No. 2 which is not in conflict. What is this area? How do we describe it? There is no survey or map to guide us.

Commodity Men

Weis 8/19/52 wants to know results of present drilling on adjoining Consumnes ground, contract E351. Kline 8/15/52 thinks the presence of monazite should be proven before we approve applications to drill for it. Both recommend referral to Field Team.

Standifers man, Yost, reports (Volin 8/29/52) results of stage 1 on adjoining property 10 drill holes 50,000,000 yards indicated 1 lb monazite, 60 lbs black sand, of which 60% is ilmenite, and the rest black sand, and 5 lb garnet, and 1 lb zircon, and 6 cents gold. This data is all from Yost.

Interviewed Carlson and Kline concerning the following:

First- suppose this is true what is the ore worth?

The difficulty is that ilmenite and magnetite have no market in Idaho now, but based on 18 cents a lb for monazite and 2 cents a lb for garnet, and 3 cents a lb for zircon, and 7 cents in gold per yard would make about 40 cents, and be sufficient to justify exploring for more of the same value.

Second- What did they know about these results as to reliability?

Carlson had a phone call with one of his men in that neighborhood in my presence on other matters, as well as this, and received word that there was something his man did not want to talk about, over the phone in connection with this matter, but would write him about it. Carlson and I interpreted it as sounding ominous. I will be given this information when it arrives, and manifestly there is no decision that can be made until receipt of this information.

Third- What did they think of this Vandeventer proposal on Half Moon 2 and 3?

They think the original deposition of the placer came from the Northwest and the present streams are cutting this in a NE and SW direction, so they may be concentrating the values in places and scouring in others, and that applicant should disclose some evidence of monazite in the two claims, to bolster the application. The fact that Consumnes may be proving some values means nothing so far as the stream beds are concerned, which Vandeventer wants to explore by drag line.

They say that Standifer is well equipped, and that his man should know what they are doing, that Carlson has spent much time showing them.

At present 8/13/52 AM I recommend the following. If there is nothing fatal coming from the Idaho representative of AEC, refer the application to the field team. Have them get an accurate map from survey showing the property, and the conflict. Have them prove to us that there are monazite values on the property by sampling the ground, stream beds, etc. digging to be done by applicant, sampling by field team. A report on results of drilling Consumnes, not hear-say report by Yost. There should be a discussion of the geology showing the relationship of the monazite deposits, on the upper lands and in the stream beds. If there is any more area to be included than that which is free of conflict as determined by survey and shown by accurate map then such additional area granted by the Consumnes Co. should be an Agreement by the Company defining the exact area of conflict to be granted to the Vandeventer application for which instructions will be given from our legal department.

Sch

Memo Schmidt for Files 8/11/52

4/7/52 Frank and Betty McElnone deed to Geo Dennison

Description of Half Moon No3 on page 3 is in error corners mixed up

11/15/51 Standifer and Yost assign to Cosumnes. claims reference to Agreement and contract etc Yost does not have any title in Consumnes except general manager on form 100

1/7/52 Carlson AEC shows that statementsmade by applicant are exaggerations

He gives no value to zircon or garnet.

(In course of time with abundant supply of these, a market can be created)
Schmidt

5/29/52 Standifer and Yost to DMEA say they are employed by Cosumnes Co.

9/3/52 gla

OFFICE OF THE ADMINISTRATOR

UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION

WASHINGTON 25, D. C.

1201 N. Division St.
Spokane 2, Wash.
August 29, 1952

VIA AIR MAIL

Mr. Ernest Wm. Ellis, Chief
Rare and Misc. Metals Division
Defense Minerals Exploration Admin.
Washington 25, D. C.

Subject: Application for exploration assistance (monazite), V. W. Vandeventer, Half Moon Claims, Valley County, Idaho

Dear Mr. Ellis:

Reference is made to your phone conversation on August 13, 1952, regarding the conflict in property rights between ground claimed in the subject application and that already covered by an existing contract with Cosumnes Gold Dredging Company for exploration in the Paddy Flat area.

Enclosed are two copies of a lease pertaining to part of the area in conflict, together with six executed copies of a subordination agreement. The applicant is aware that by this action he assumes the obligation for repayment under the Cosumnes contract as well as his own if such is granted.

The applicant points out, however, that unless he dredges the ground the Government would receive no repayment from the area in conflict because of the fact that the topography is not suited to operation by the bucket line dredge to be installed by Cosumnes. On the other hand, the area is ideal for a dragline dredging operation. Cosumnes will explore and subsequently dredge only the high ground north of Kennally Creek and north of the center of section 34 while Vandeventer is interested only in the creek bottoms.

It is observed that the enclosed agreement does not entirely remove the conflict. The applicant wishes to amend his application to include only that part of the Half Moon No. 2 claim not in conflict and all of the Half Moon No. 3 claim.

If these documents are acceptable it is urged that processing be expedited as the applicant believes the job can be finished this season if a start can be made in the immediate future.

Should you wish to get in direct touch with Mr. Vandeventer he may be reached by phone at Cascade, Idaho, in care of Mr. Merrill Yost at the Breeze Motel.

Sincerely yours,

M. E. Volin, Member
DMEA Field Team
Region II

Enclosure

cc: USGS, Spokane

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

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DMEA Field Team
Region II

Enclosure

cc: USGS, Spokane

Cascade , Idaho.
Aug. 21 , 1952.

Mr. V.T.Vandeventer,
Fresno,
Calif.

Dear Mr. Vandeventer,

For the purpose of more fully understanding the situation on Kennally Fork and Rapid Creek our understanding is that the ground on both of these creeks in the south half of Sections 34 & 35 is dragline dredging ground. The agreement you had prepared concerns only the ground in the creek bottoms proper. It does not include the high lying ground to the north of Kennally Fork or any of the ground to the north of the middle of Section 34. Any of the creek bottom ground in the North East quarter of Section 35 we have no interest in. We fully agree to your stipulations on any of the ground above described.

Sincerely yours ,

Cosumnes Gold Dredging Co.,

Merrill Fox
General Manager

Accepted and Confirmed:
V T Vandeventer

Cascade, Idaho.
Aug. 21, 1952.

Mr. V. W. Vandeventer,
Fresno,
Calif.

Dear Mr. Vandeventer,

For the purpose of more fully understanding the situation on Kennally Fork and Rapid Creek our understanding is that the ground on both of these creeks in the south Half of Sections 34 & 35 is dragline dredging ground. The agreement you had prepared concerns only the ground in the creek bottoms proper. It does not include the high lying ground to the North of Kennally Fork or any of the ground to the North of the middle of section 34. Any of the creek bottom ground in the North East quarter of section 35 we have no interest in. We full y agree to your stipulations on any of the ground above described.

Sincerely yours,

Cosumnes Gold Dredging Co.,

Merrill Yost
General Manager

Accepted and Confirmed:

Verlon W. Vandeventer

8/21/52 gla

IN REPLY REFER TO:

G-MD-CNM

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

August 19, 1952

Memorandum

REVIEW OF APPLICATION DMEA-2639 (Monazite)

To: E. W. Ellis, Defense Minerals Exploration Administration
From: P. L. Weis, U. S. Geological Survey
Applicant: Verlon W. Vandeventer
Name of property: Half Moon Claims No. 2 and 3
Location of property: Sec. 34, T. 17 N., R. 4 E., Valley County, Idaho.
Estimated cost of project: $16,860
Summary of applicant's proposal:

Drill 48 churn drill holes, each 20 feet deep, in rows of 3 holes each. Rows to be 1,500 feet apart. Cuttings are to be concentrated and analyzed for monazite and other minerals of possible value.

Sources of information on applicant's property:

No information on this property. Adjoining areas are now being explored under contract Idm-E350 and Idm-E351.

Comments:

Neither the applicant nor the field team letter that accompanies the application provides specific information that makes geologic evaluation possible. Applicant does not state exactly where his claims are located with respect to DMEA drilling said to be in progress now in the area. The field team may be in a position to evaluate this application on the basis of information available to them; it is not possible to do so in the office without access to that information.

RECOMMENDATION:

Refer the application to the field team with a request that they make certain the application is geologically sound and that the planned drilling project is properly conceived. Acceptance or rejection of this application should be determined by information available to the field team.

Paul L. Weis

Paul L. Weis

8/19/52 gla

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

August 15, 1952

Memorandum

To: Ernest Wm. Ellis, DMEA Member,
Monazite Commodity Committee, Room 4640

From: M. H. Kline, Chief, Rare and Precious Metals Branch

Subject: DMEA docket #2639, Verlon W. Vandeventer,
3832 Clinton Ave., Fresno, Calif.

I have reviewed the application included in the subject docket and read the accompanying letter from the field team. It is recommended that the field team be requested to furnish some evidence that monazite is present in commercial quantities on these claims. Since the Consumnes Gold Dredging Corporation has already drilled the adjoining fields, the field team must have some knowledge of the content of the adjoining placer areas.

Further, I question the necessity of employing a consultant at $100 per day to prepare a final report and furnish technical assistance while, at the same time, there is a supervisor at $500 per month on the job.

M. H. Kline

Attachment

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

August 15, 1952

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Signed

M. H. Kline

Attachment

MHKline:hak

Copy to: Minerals Division
Rare & Precious Metals Branch
M. H. Kline
F I L E S

FILE COPY
Surname:

1Kline

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

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Signed

M. H. Kline

Attachment

MHKline:hak

Copy to: Minerals Division
Rare & Precious Metals Branch
M. H. Kline
FILES

August 14, 1952

Memo for File

Paul Weis, USGS, discussed this application with Mr. Ellis.

Mr. Ellis talked by long distance call to Glenn Reed, acting in place of Mr. Weissenborn who is away from Region II office, re discrepancy in the location of the claims. The Spokane office is going to take this up with the applicant immediately. No further action is to be taken until property rights are straightened out.

gla

Mr. Verlon W. Vandeventer
3832 Clinton Ave.
Fresno, California

Subject: DMEA-2639
Re: Exploration Assistance
Half Moon Claims
August 12, 1952

My dear Mr. Vandeventer:

The receipt of your application dated July 15, 1952, for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-2639 and referred to the Rare and Miscellaneous Metals Division.

Kindly refer to DMEA-2639 in any future correspondence relating to your application.

Sincerely yours,

ROBERT E. ADAMS

Robert E. Adams
Chief, Operation's Control
and Statistics Division

25451

August 12, 1952

Memorandum

To: Executive Officer, DMEA Field Team, Region II

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region II.

DMEA-2639 - Verlon W. Vandeventer

ROBERT E. ADAMS

Robert E. Adams
Chief, Operation's Control
and Statistics Division

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION
WASHINGTON 25, D. C.
1201 N. Division St.
Spokane 2, Wash.

August 5, 1952

MEMORANDUM

TO: Chairman, Operating Committee, DMEA, Washington, D. C.

FROM: Field Team, Region II

SUBJECT: Application for Exploration Assistance, Half Moon claims (monazite), Valley County, Idaho

The captioned application accompanied by a Mining Lease and Owners Consent to Lien is forwarded herewith for consideration.

Inasmuch as the application is well prepared and documented, the Field Team feels that little additional pertinent information would result from a field examination of the limited scope possible to make in this instance. Exploration of adjoining areas already are in progress under the terms of Contract Idm-E350 and Idm-E351, both to the Cosumnes Gold Dredging Corporation. Such technical assistance as may be required by the applicant is to be provided by that organization.

Accordingly, the enclosed specimen contract, based both on the application and discussions with the applicant, has been prepared. It is recommended that action be taken in this instance at an early date because of the relatively short operating season remaining in the central Idaho area.

By Field Team, Region II

For M. E. Volin, Acting Exec. Off.
(Bureau of Mines

S. Warren Hobbs, Acting Member
(Geological Survey

Enclosures

CC: 3-Wash.

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

1201 N. Division St.
Spokane 2, Wash.

DEPARTMENT OF THE INTERIOR
Bureau of Mines Washington
AUG 11 1952

August 5, 1952

MEMORANDUM

TO: C hairman, Operating Committee, DMEA, Washington, D. C.

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Glenn C. Russ
For M. E. Volin, Acting Exec. Off.
(Bureau of Mines

S. Warren Hobbs
S. Warren Hobbs, Acting Member
(Geological Survey

Enclosures

CC: 3-Wash.

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DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION

WASHINGTON 25, D. C.
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Enclosures

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DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS ADMINISTRATION

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(Bureau of Mines

S. Warren Hobbs, Acting Member
(Geological Survey

Enclosures

CC: 3-Wash.

This leave written to solve conflict of claim Half Moon #3 with Cosumnes Contract dated 8-25-1 What interest does Cosumnes have in Moon #3

MINING LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT, Made and entered into this 20 day of Aug., 1952, by and between Cosumnes Gold Dredging Co & Merrill Gost of Cascade, Idaho, PARTIES OF THE FIRST PART, and Verlon H. Vandeventer of Fresno, California, PARTIES OF THE SECOND PART.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of one dollar ($1.00), and other valuable considerations to them in hand paid by the second parties, receipt whereof is hereby acknowledged, and the agreements of second parties as herein contained to be done and performed, and for rentals and royalties herein reserved to first parties, do hereby lease, demise, and let unto the parties of the second part, for the term of three years from date hereof (unless sooner terminated as herein provided), and for such longer period as the minerals hereinafter mentioned may be profitably removed from the mining claim_ hereinafter described, all their right and interest, in and to the following described group placer mining claims situated on Kennally Creek, in unorganized mining district, in Valley County, State of Idaho, said placer mining claim_, being more particularly described as follows:

HALF MOON #3 Placer mining claim comprising 160 acres, on both sides of Kinnelly Creek, in Township 17 North, Range 4 East of B. M., in Valley County, Idaho, recorded in Valley County Records Book No. 5 page 439.

Parties of first part will extend to parties of the second part an extension if necessary, on date to start testing caused by delay of getting approval of loan of D.M.E.A. Same holds true on date to commence mining operations because of equipment loan from government.

And as rentals and royalties therefor, it is understood and agreed that said parties of the second part, or their assigns, shall pay unto the parties of the first part, through and at the source hereinafter specified, the sum and amount equal to 10% per cent (__%) of the gross amount of all gold, metals, monasite sands, or other minerals or values extracted from said mining claim_, or any thereof. (It being understood that for the sake of brevity, said monasite sands, gold and other minerals, out of which said percentage is to be paid to first parties, are hereinafter referred to as minerals, and by that term is meant all minerals and values recovered from said mining claims.)

It is further understood and agreed that all such minerals and other values extracted from said mining claim shall be cleaned up, separated out, and sent to such reduction works or places of sale or market as agreed upon by the parties, at least as often as once each calendar month, while said mining operations are in progress, and settlement shall be made as herein provided at least as often as once each calendar month, for all rentals, royalties, and values extracted from said ground or mining claim_.

It is agreed as a condition hereof, that as soon as roads and other weather conditions will permit and enable said second parties or their assigns to get the necessary men and equipment on the ground, and in any event, not later than the 15th day of August, 1952, said second parties shall commence testing the said ground on said mining claim, and such testing shall continue with due and reasonable diligence so far as weather will permit, until a thorough test in the usual manner, commonly practised in said area where said mining claims are located, in making tests on placer mining claims for dragline or dredging purposes, such testing to be fully completed on or before the 1st day of December, 1952, and when said second parties have completed testing said ground, and in any event not later than December 15, 1952, they shall elect whether to proceed hereunder, and at once notify first parties in writing of their

election, and in the event of election to proceed under the provisions hereof, they shall at once install and commence operating, and thereafter diligently pursue mining operations on said mining claim_ by means of dredge or dragline and carry on the necessary procedure to recover the minerals and values from said mining claim_.

It is agreed that first parties may themselves, or through any other source they desire, go upon any or all mining claims and make independent tests, and also do any exploration or testing that first parties desire to do or have done thereon, short of mining operations on a large scale by means of a dredge or dragline. After said second parties have made their election, and elect to proceed with proper equipment to operate on said mining claim_ for the purpose of extracting and recovering minerals and monasite sands therefrom, then first parties shall have no further right to operate on said claim_ for the purpose of extracting and recovering minerals therefrom. It is agreed that any notice herein provided to be given to first parties by second parties, may be given to _____ Merrill Gost _____ at Cascade, Idaho, by mailing directly to him at said place, or by serving him personally therewith, and that any such notice so mailed or served shall be notice to all of first parties. The said first parties, however, reserve the right in the event of the death of said Merrill Gost _____, or if for any reason they desire to change the person or persons to whom such notice shall be given, they may in writing directed to said second parties or assigns, and served upon them, or any of them, or any officer of any corporation to whom second parties may assign this agreement, or to the person in charge for second parties, or their assigns of such mining operations, give a new designation of the person or persons upon whom such notice shall be served.

It is also understood and agreed that if second parties, or their assigns, elect to proceed further hereunder as aforesaid, that

they contemplate installing upon said mining claims herein described, a dredge or dragline and other suitable equipment to work such mining claims on a large scale, and to recover and separate the monasite sands or other minerals and values therefrom, and that they shall begin the installation of such machinery and equipment on said group of placer mining claims covered by this lease, just as soon as practical after notifying the first parties, or their said agent as aforesaid, of their election to operate on the mining claims herein described, and second parties shall thereafter, with due and reasonable diligence, proceed to installation and completion, the necessary and proper machinery and equipment so that the same is ready for operation on the ground just as soon as it can be reasonably acquired and installed, weather conditions and roads permitting, after second parties have made their election as aforesaid. It being understood that second parties, or their assigns, shall have the right to determine on what claims, (if more than one), under this lease they shall first commence work upon, and that second parties shall have the right to be the judge as to where work shall progress, and second parties, by installing such machinery, and beginning and continuing diligently thereafter operations upon any of the claims so leased by them hereunder, shall keep this lease in good standing, and they shall continue such operations on the respective claims as they come to them in regular course of operations as said mining and dredging operations progress up or down the creek, as the case may be, notwithstanding to the contrary anything herein. After the installation of said machinery, equipment, etc., the said second parties, or their assigns, shall continuously (except for weather conditions which will not permit such operations, or other conditions beyond the control of those engaged in such mining operations) operate the same for the purpose of extracting therefrom all monasite sands, gold, metals, and other minerals reasonably susceptible of extraction therefrom, by means of the installations as aforesaid, all work to be done in a good, careful, miner-like manner, and such as

will enable second parties or their assigns to work said ground, and extract the greatest amount of values therefrom.

It is understood and agreed that second parties shall not be, in any way, the agent of first parties, nor have any authority to bind first parties, nor the ground or recoveries from any of said claim_, for labor or material furnished in connection with said mining claim_, or operations thereon, by second parties, their assigns, or otherwise, and all accounts and charges for any operations and installations, or otherwise, with reference to said mining claims or operations thereon, shall be promptly paid by second parties, and second parties agree to promptly pay all claims and accounts, for machinery, tools, and equipment, and all installations installed or structures erected upon said mining claim_ and to save harmless and indemnify first parties from and against any and all claims, demands and liens of every character, as well as any expenses incurred in defending against any such demands or claims.

Second parties shall at all times maintain in proper place and position, all stakes and monuments marking the location of said claims and the boundaries thereof, as well as all location notices on said claims, and renew the same as necessary from time to time, and they shall perform or cause to be performed, all labor, and make all expenditures and improvements upon said claims necessary to hold the same under the provisions of the laws of the United States, and of the State of Idaho, for the year 1953, and as long thereafter as second parties or their assigns shall operate said claim_ under this lease or any extention or modification thereof, and complete such assessment work at least thirty days prior to the time in which the same is required by law to be done and performed, and shall, prior to thirty days from the expiration of such time to make annual proofs of labor, cause to be filed with the County Recorder of Valley County, Idaho, the proper affidavits or affidavit of the performance of such labor and the making of such expenditures, in accordance with the laws applicable thereto and

shall perform and expend upon said claim, or each of said claims (if there be more than one), at least one hundred Dollars ($100.00), in labor and improvements for the development thereof, except in instances where proof of labor may be made on one claim in a group for the benefit of all claims in such group (if there be more than one), then second parties or their assigns may make their proof as to any claim in such group in an amount sufficient to cover all claims in the group, such agreement for annual labor and performance thereof being a part of the consideration herefor, and shall be and is an unconditional obligation of second parties.

It is further agreed that in addition to all other payments herein provided to be made, second parties or their assigns shall pay all taxes levied or assessed upon or against said mining claims, and/or the improvements and equipment placed thereon, and upon any proceeds or profits derived from operating said property, including the said rentals and royalties, and any other levies or assessments made upon or against said property, or any thereof that may be required by the laws of the State of Idaho, or the United States of America.

It is further agreed, that if second parties shall fail to comply with any of the provisions hereof, to be by them performed, or if they shall fail to make said testing as and within the time as herein specified, or shall fail to install said dredge or dragline or other suitable equipment for such operation on the scale as herein provided and contemplated (unless prevented from so doing by legal order of a competent Court, or by other causes beyond their control, and which they cannot secure to be avoided, or set aside), or to make any of the payments herein provided at the time and in the percentage amount of royalties as herein provided, they shall, at the option of first parties, or the said agent of first parties, be taken to have forfeited all further rights or interest hereunder or herein, and first parties shall thereafter be under no obligation on account hereof. In case of a breach by second parties, or his

assigns, of any condition hereof, to be by them performed, or their failure to comply with any of the conditions hereof, then said first parties, or their designated agent or attorney, shall at the option of first parties, serve second parties, (or if second parties assign this contract, and their assignee is a corporation, then one of its principal officers or agent in charge of its operations) with a written notice of forfeiture, and thereon all rights of second parties or their assigns, arising out of or under this contract, shall immediately quit and surrender possession of said mining claim_, and cease all activity or operation thereon. In case of any such forfeiture, the said first parties shall retain as liquidated and stipulated damage all sums theretofore paid or due or accruing to first parties under the terms hereof. In the event of such forfeiture, second parties shall have the right to remove all installations and equipment so placed by them or their assigns on said claims, or any thereof, at any time within sixty (60) days after such forfeiture is declared, and if not so removed within such time, the same shall revert to and become the property of first parties.

This lease and agreement is made with the understanding that the nature or character of the lands, or some thereof, where said mining claims are located, has not been definitely determined, and is given subject to any rights or superior claims to the mining rights, if any, that may be determined or established on any of said claims, they may, in the opinion of the attorney for first parties, have in the mineral rights on any part of the land involved in and covered by this lease.

It is further understood and agreed that this lease and agreement is made subject to the right of first parties to amend any Location Notices, where it is later determined that such amendment should be made to conform to surveys and legal subdivisions hereafter made or determined, and it is agreed between the parties that any such changes or amended Location Notice or Notices shall be

made when the facts are ascertained so as to include the proper land or area established by such survey and location of legal subdivision, and all the terms, conditions and agreements herein contained shall apply to all amended locations, the same as though they had originally been described in and embodied in this lease and agreement.

THIS AGREEMENT shall be binding upon and inure to the benefit of the executors, administrators, heirs, and/or successors, and assigns, of the respective parties hereto.

IN WITNESS WHEREOF, The Parties hereto have hereunto set their hand on the day and year first above written in this Lease and Agreement.

Consumers Gold Dredging Co.
Merrill Gold Dry Mining Co.
Merrill Goss

Parties of the First Part

Verlon M. Vandeventer

Parties of the Second Part

STATE OF IDAHO,)
) ss.
County of Valley)

On this 21st day of August in the year 1952, before me, Forest E. Robb, Recorder, in and for Valley County, State of Idaho, personally appeared Merrill Yost, General Manager of Cosumnes Gold Dredging Company, known to me to be the General Manager of the Cosumnes Gold Dredging Company that executed the instrument or the person who executed the instrument on behalf of said Cosumnes Gold Dredging Company, and acknowledged to me that such Company 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.

Forest E. Robb
Recorder, Valley County, State of Idaho.

By Bertha C. Patterson
Deputy

STATE OF IDAHO)
) ss:
County of Valley)

On this 21 day of August, 1952, before me, the undersigned, a ~~Notary Public~~ Recorder in and for said ~~State~~ County, personally appeared Merrill Yost

Known to me to be the person whose name is subscribed to the within and foregoing 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.

Forest E. Robb, Recorder, Valley Co., Ida.
~~Notary Public for said State:~~
Residing at Cascade, Idaho.
~~My Commission Expires~~
By Bertha C Patterson Deputy

STATE OF IDAHO)
) ss:
County of Valley)

On this 21 day of August, 1952, before me, the undersigned, a ~~Notary Public~~ Recorder in and for said ~~State~~ County, personally appeared Verlon W. Vandeventer

Known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that they 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.

Forest E. Robb, Recorder, Valley Co., Idaho
~~Notary Public for said State:~~
Residing at Cascade, Idaho.
~~My Commission Expires~~
By Bertha C Patterson Deputy

44596

STATE OF IDAHO,)
County of Nez Perce.) ss.

I hereby certify that this instrument was filed for record at the request of

U. W. Vandenter

at 40 minutes past 1

o'clock P M. this 21

day of Aug, 1952

in my office and duly recorded in

Book 9 of Miss.

at Page 207

Forest E. Pohl

Ex-Officio Recorder

By Bertha C. Patterson Deputy

Fees, $ 5.50

COMPARED
INDEXED—DIRECT
INDEXED—INDIRECT
DOC. STAMPS AFFIXED $

MINING LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT, Made and entered into this 20 day of Aug, 1952, by and between Cosumnes Gold Dredging Co & Merrill Gost of Cascade, Idaho, PARTIES OF THE FIRST PART, and Verlon H Vandewater of Fresno, California, PARTIES OF THE SECOND PART.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of one dollar ($1.00), and other valuable considerations to them in hand paid by the second parties, receipt whereof is hereby acknowledged, and the agreements of second parties as herein contained to be done and performed, and for rentals and royalties herein reserved to first parties, do hereby lease, demise, and let unto the parties of the second part, for the term of three years from date hereof (unless sooner terminated as herein provided), and for such longer period as the minerals hereinafter mentioned may be profitably removed from the mining claim_ hereinafter described, all their right and interest, in and to the following described group placer mining claims situated on Kennally Creek, in unorganized mining district, in Valley County, State of Idaho, said placer mining claim_, being more particularly described as follows:

HALF MOON #3 Placer mining claim comprising 160 acres, on both sides of Kinnelly Creek, in Township 17 North, Range 4 East of B. M., in Valley County, Idaho, recorded in Valley County Records Book No. 5 page 439.

Parties of first part will extend to parties of the second part an extension if necessary, on date to start testing caused by delay of getting approval of loan of D.M.E.A. Same holds true on date to commence mining operations because of equipment loan from government.

And as rentals and royalties therefor, it is understood and agreed that said parties of the second part, or their assigns, shall pay unto the parties of the first part, through and at the source hereinafter specified, the sum and amount equal to 1 per cent (%) of the gross amount of all gold, metals, monasite sands, or other minerals or values extracted from said mining claim, or any thereof. (It being understood that for the sake of brevity, said monasite sands, gold and other minerals, out of which said percentage is to be paid to first parties, are hereinafter referred to as minerals, and by that term is meant all minorals and values recovered from said mining claims.)

It is further understood and agreed that all such minerals and other values extracted from said mining claim shall be cleaned up, separated out, and sent to such reduction works or places of sale or market as agreed upon by the parties, at least as often as once each calendar month, while said mining operations are in progress, and settlement shall be made as herein provided at least as often as once each calendar month, for all rentals, royalties, and values extracted from said ground or mining claim.

It is agreed as a condition hereof, that as soon as roads and other weather conditions will permit and enable said second parties or their assigns to get the necessary men and equipment on the ground, and in any event, not later than the 15th day of August, 1952, said second parties shall commence testing the said ground on said mining claim, and such testing shall continue with due and reasonable diligence so far as weather will permit, until a thorough test in the usual manner, commonly practised in said area where said mining claims are located, in making tests on placer mining claims for dragline or dredging purposes, such testing to be fully completed on or before the 1st day of December, 1952, and when said second parties have completed testing said ground, and in any event not later than December 15, 1952, they shall elect whether to proceed hereunder, and at once notify first parties in writing of their

election, and in the event of election to proceed under the provisions hereof, they shall at once install and commence operating, and thereafter diligently pursue mining operations on said mining claim_ by means of dredge or dragline and carry on the necessary procedure to recover the minerals and values from said mining claim_.

It is agreed that first parties may themselves, or through any other source they desire, go upon any or all mining claims and make independent tests, and also do any exploration or testing that first parties desire to do or have done thereon, short of mining operations on a large scale by means of a dredge or dragline. After said second parties have made their election, and elect to proceed with proper equipment to operate on said mining claim_ for the purpose of extracting and recovering minerals and monasite sands therefrom, then first parties shall have no further right to operate on said claim_ for the purpose of extracting and recovering minerals therefrom. It is agreed that any notice herein provided to be given to first parties by second parties, may be given to Merrill Yost at Cascade, Idaho, by mailing directly to him at said place, or by serving him personally therewith, and that any such notice so mailed or served shall be notice to all of first parties. The said first parties, however, reserve the right in the event of the death of said Merrill Yost, or if for any reason they desire to change the person or persons to whom such notice shall be given, they may in writing directed to said second parties or assigns, and served upon them, or any of them, or any officer of any corporation to whom second parties may assign this agreement, or to the person in charge for second parties, or their assigns of such mining operations, give a new designation of the person or persons upon whom such notice shall be served.

It is also understood and agreed that if second parties, or their assigns, elect to proceed further hereunder as aforesaid, that

they contemplate installing upon said mining claims herein described, a dredge or dragline and other suitable equipment to work such mining claims on a large scale, and to recover and separate the monasite sands or other minerals and values therefrom, and that they shall begin the installation of such machinery and equipment on said group of placer mining claims covered by this lease, just as soon as practical after notifying the first parties, or their said agent as aforesaid, of their election to operate on the mining claims herein described, and second parties shall thereafter, with due and reasonable diligence, proceed to installation and completion, the necessary and proper machinery and equipment so that the same is ready for operation on the ground just as soon as it can be reasonably acquired and installed, weather conditions and roads permitting, after second parties have made their election as aforesaid. It being understood that second parties, or their assigns, shall have the right to determine on what claims, (if more than one), under this lease they shall first commence work upon, and that second parties shall have the right to be the judge as to where work shall progress, and second parties, by installing such machinery, and beginning and continuing diligently thereafter operations upon any of the claims so leased by them hereunder, shall keep this lease in good standing, and they shall continue such operations on the respective claims as they come to them in regular course of operations as said mining and dredging operations progress up or down the creek, as the case may be, notwithstanding to the contrary anything herein. After the installation of said machinery, equipment, etc., the said second parties, or their assigns, shall continuously (except for weather conditions which will not permit such operations, or other conditions beyond the control of those engaged in such mining operations) operate the same for the purpose of extracting therefrom all monasite sands, gold, metals, and other minerals reasonably susceptible of extraction therefrom, by means of the installations as aforesaid, all work to be done in a good, careful, miner-like manner, and such as

will enable second parties or their assigns to work said ground, and extract the greatest amount of values therefrom.

It is understood and agreed that second parties shall not be, in any way, the agent of first parties, nor have any authority to bind first parties, nor the ground or recoveries from any of said claim_, for labor or material furnished in connection with said mining claim_, or operations thereon, by second parties, their assigns, or otherwise, and all accounts and charges for any operations and installations, or otherwise, with reference to said mining claims or operations thereon, shall be promptly paid by second parties, and second parties agree to promptly pay all claims and accounts, for machinery, tools, and equipment, and all installations installed or structures erected upon said mining claim_ and to save harmless and indemnify first parties from and against any and all claims, demands and liens of every character, as well as any expenses incurred in defending against any such demands or claims.

Second parties shall at all times maintain in proper place and position, all stakes and monuments marking the location of said claims and the boundaries thereof, as well as all location notices on said claims, and renew the same as necessary from time to time, and they shall perform or cause to be performed, all labor, and make all expenditures and improvements upon said claims necessary to hold the same under the provisions of the laws of the United States, and of the State of Idaho, for the year 1953, and as long thereafter as second parties or their assigns shall operate said claim_ under this lease or any extention or modification thereof, and complete such assessment work at least thirty days prior to the time in which the same is required by law to be done and performed, and shall, prior to thirty days from the expiration of such time to make annual proofs of labor, cause to be filed with the County Recorder of Valley County, Idaho, the proper affidavits or affidavit of the performance of such labor and the making of such expenditures, in accordance with the laws applicable thereto and

shall perform and expend upon said claim, or each of said claims (if there be more than one), at least one hundred Dollars ($100.00), in labor and improvements for the development thereof, except in instances where proof of labor may be made on one claim in a group for the benefit of all claims in such group (if there be more than one), then second parties or their assigns may make their proof as to any claim in such group in an amount sufficient to cover all claims in the group, such agreement for annual labor and performance thereof being a part of the consideration herefor, and shall be and is an unconditional obligation of second parties.

It is further agreed that in addition to all other payments herein provided to be made, second parties or their assigns shall pay all taxes levied or assessed upon or against said mining claims, and/or the improvements and equipment placed thereon, and upon any proceeds or profits derived from operating said property, including the said rentals and royalties, and any other levies or assessments made upon or against said property, or any thereof that may be required by the laws of the State of Idaho, or the United States of America.

It is further agreed, that if second parties shall fail to comply with any of the provisions hereof, to be by them performed, or if they shall fail to make said testing as and within the time as herein specified, or shall fail to install said dredge or dragline or other suitable equipment for such operation on the scale as herein provided and contemplated (unless prevented from so doing by legal order of a competent Court, or by other causes beyond their control, and which they cannot secure to be avoided, or set aside), or to make any of the payments herein provided at the time and in the percentage amount of royalties as herein provided, they shall, at the option of first parties, or the said agent of first parties, be taken to have forfeited all further rights or interest hereunder or herein, and first parties shall thereafter be under no obligation on account hereof. In case of a breach by second parties, or his

assigns, of any condition hereof, to be by them performed, or their failure to comply with any of the conditions hereof, then said first parties, or their designated agent or attorney, shall at the option of first parties, serve second parties, (or if second parties assign this contract, and their assignee is a corporation, then one of its principal officers or agent in charge of its operations) with a written notice of forfeiture, and thereon all rights of second parties or their assigns, arising out of or under this contract, shall immediately quit and surrender possession of said mining claim_, and cease all activity or operation thereon. In case of any such forfeiture, the said first parties shall retain as liquidated and stipulated damage all sums theretofore paid or due or accruing to first parties under the terms hereof. In the event of such forfeiture, second parties shall have the right to remove all installations and equipment so placed by them or their assigns on said claims, or any thereof, at any time within sixty (60) days after such forfeiture is declared, and if not so removed within such time, the same shall revert to and become the property of first parties.

This lease and agreement is made with the understanding that the nature or character of the lands, or some thereof, where said mining claims are located, has not been definitely determined, and is given subject to any rights or superior claims to the mining rights, if any, that may be determined or established on any of said claims, they may, in the opinion of the attorney for first parties, have in the mineral rights on any part of the land involved in and covered by this lease.

It is further understood and agreed that this lease and agreement is made subject to the right of first parties to amend any Location Notices, where it is later determined that such amendment should be made to conform to surveys and legal subdivisions hereafter made or determined, and it is agreed between the parties that any such changes or amended Location Notice or Notices shall be

made when the facts are ascertained so as to include the proper land or area established by such survey and location of legal subdivision, and all the terms, conditions and agreements herein contained shall apply to all amended locations, the same as though they had originally been described in and embodied in this lease and agreement.

THIS AGREEMENT shall be binding upon and inure to the benefit of the executors, administrators, heirs, and/or successors, and assigns, of the respective parties hereto.

IN WITNESS WHEREOF, The Parties hereto have hereunto set their hand on the day and year first above written in this Lease and Agreement.

Commonwealth Oil Refining Co.
Merrill Fort Oil Corp.
Merrill Fort

Parties of the First Part

Verlon N. Vandeventer

Parties of the Second Part

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Recorder, in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing Mining Lease and Agreement with the record of such instrument in my office, which instrument is (filed and indexed) (Recorded) in Book 9 of Misc., at page 207, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 23 day of August, 19 52.

Forest E. Robb

Recorder
Valley County, Idaho

By Bertha C. Patterson
Deputy

STATE OF IDAHO,)
) ss.
County of Valley)

On this 21st day of August in the year 1952, before me, Forest E. Robb, Recorder, in and for Valley County, State of Idaho, personally appeared Merrill Yost, General Manager of Cosumnes Gold Dredging Company, known to me to be the General Manager of the Cosumnes Gold Dredging Company that executed the instrument or the person who executed the instrument on behalf of said Cosumnes Gold Dredging Company, and acknowledged to me that such Company 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.

SEAL

Forest E. Robb
Recorder, Valley County, State of Idaho.

By Bertha C. Patterson
Deputy

STATE OF IDAHO)
) ss:
County of Valley)

On this 21 day of August, 1952, before me, the undersigned, a Recorder in and for said County, personally appeared Merrill Yost

Known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that they 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.

Forest E. Robb, Recorder, Valley Co., Ida.
Residing at Cascade, Idaho.

SEAL

By Bertha C. Patterson Deputy

STATE OF IDAHO)
) ss:
County of Valley)

On this 21 day of August, 1952, before me, the undersigned, a Recorder in and for the said County, personally appeared Verlon W. Vandeventer

Known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that they 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.

Forest E. Robb, Recorder, Valley Co., Idaho
Residing at Cascade, Idaho.

SEAL

INSTRUMENT NO. 44596

STATE OF IDAHO)
)
County of Valley)

I hereby certify that this instrument was filed for record at the request of V. W. Vandeventer at 40 minutes past 1 o'clock P.M. this 21 day of Aug. 1952 in my office and duly recorded in Book 9 of Misc. at Page 207.

Forest E. Robb
Ex-Officio Recorder

By Bertha C. Patterson Deputy

Fees, $5.50

COMPARED ✓
INDEXED—DIRECT ✓
INDEXED—INDIRECT ✓
DOC. STAMPS AFFIXED $

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, which is the subject of a proposed Exploration Project Contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government", and 1/

Verlon W. Vandeventer

Fresno, California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said Contract which are set forth on the reverse side hereof, the Government will acquire certain rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said Contract and as an inducement to the Government and Operator to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to remove facilities, buildings, fixtures, and equipment, as provided in the Contract, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned.

2. The Government's percentage royalty on net smelter returns or other net proceeds realized from ore, concentrates, or metal produced within ten (10) years from the date of the Contract, and the Government's lien for the payment of said percentage royalty shall attach to the mineral deposit and the production therefrom, in the amount of the Government's contribution, not in excess of 2/ $ 15,174.00, all upon the terms and conditions set forth in said Contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of the said Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 20 th day of Aug, 1952.

Commercial Gold & Dredging Co
Merrill Gold Dredging

1/ Insert the name of the Operator as it will appear in the Exploration Project Contract.

2/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

> Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.
>
> Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, which is the subject of a proposed Exploration Project Contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government", and

1/ Verlon W. Vandeventer

Fresno, California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said Contract which are set forth on the reverse side hereof, the Government will acquire certain rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said Contract and as an inducement to the Government and Operator to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to remove facilities, buildings, fixtures, and equipment, as provided in the Contract, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned.

2. The Government's percentage royalty on net smelter returns or other net proceeds realized from ore, concentrates, or metal produced within ten (10) years from the date of the Contract, and the Government's lien for the payment of said percentage royalty shall attach to the mineral deposit and the production therefrom, in the amount of the Government's contribution, not in excess of 2/ $ 15,174.00, all upon the terms and conditions set forth in said Contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of the said Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 20 th day of Aug, 1952.

Consumers Gold Dredging Co

Myrself Jones

1/ Insert the name of the Operator as it will appear in the Exploration Project Contract.

2/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

> Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.
>
> Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery and development, in favor of the Government, until fully paid, or until said 10 year period has expired; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, which is the subject of a proposed Exploration Project Contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government", and 1/

Verlon W. Vandeventer

Fresno, California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said Contract which are set forth on the reverse side hereof, the Government will acquire certain rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said Contract and as an inducement to the Government and Operator to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to remove facilities, buildings, fixtures, and equipment, as provided in the Contract, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned.

2. The Government's percentage royalty on net smelter returns or other net proceeds realized from ore, concentrates, or metal produced within ten (10) years from the date of the Contract, and the Government's lien for the payment of said percentage royalty shall attach to the mineral deposit and the production therefrom, in the amount of the Government's contribution, not in excess of 2/ $15,174.00, all upon the terms and conditions set forth in said Contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of the said Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 20 th day of Aug, 1952.

[illegible]

1/ Insert the name of the Operator as it will appear in the Exploration Project Contract.

2/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

> Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.
>
> Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery [illegible] Government, until fully paid, or until paid [illegible] year period has [illegible]sed; and this claim and lien and the Government's right [illegible] shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, which is the subject of a proposed Exploration Project Contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government", and

1/ Verlon W. Vandeventer

Fresno, California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said Contract which are set forth on the reverse side hereof, the Government will acquire certain rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said Contract and as an inducement to the Government and Operator to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to remove facilities, buildings, fixtures, and equipment, as provided in the Contract, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned.

2. The Government's percentage royalty on net smelter returns or other net proceeds realized from ore, concentrates, or metal produced within ten (10) years from the date of the Contract, and the Government's lien for the payment of said percentage royalty shall attach to the mineral deposit and the production therefrom, in the amount of the Government's contribution, not in excess of 2/ $ 15,174.00, all upon the terms and conditions set forth in said Contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of the said Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 20 th day of Aug., 1952.

Owner Gold Dredging Co.

Merrill Jay

1/ Insert the name of the Operator as it will appear in the Exploration Project Contract.

2/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

> Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half ($1\frac{1}{2}$) percent.
>
> Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half ($1\frac{1}{2}$) percent, plus one-half ($\frac{1}{2}$) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development in favor of the Government, until fully paid, or until said 10-year period has expired; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, which is the subject of a proposed Exploration Project Contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government", and 1/

Verlon W. Vandeventer

Fresno, California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said Contract which are set forth on the reverse side hereof, the Government will acquire certain rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said Contract and as an inducement to the Government and Operator to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to remove facilities, buildings, fixtures, and equipment, as provided in the Contract, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned.

2. The Government's percentage royalty on net smelter returns or other net proceeds realized from ore, concentrates, or metal produced within ten (10) years from the date of the Contract, and the Government's lien for the payment of said percentage royalty shall attach to the mineral deposit and the production therefrom, in the amount of the Government's contribution, not in excess of 2/ $ 15,174.00, all upon the terms and conditions set forth in said Contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of the said Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 20 th day of Aug 1952.

Wyoming Gulf Mining Co

Merrill Gaf

1/ Insert the name of the Operator as it will appear in the Exploration Project Contract.

2/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

> Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.
>
> Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon the production resulting from such [illegible] and development, in favor of the Government, until fully paid, or until said 10-year period has elapsed; and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, which is the subject of a proposed Exploration Project Contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government", and 1/

Verlon W. Vandeventer

Fresno, California.

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said Contract which are set forth on the reverse side hereof, the Government will acquire certain rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said Contract and as an inducement to the Government and Operator to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to remove facilities, buildings, fixtures, and equipment, as provided in the Contract, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned.

2. The Government's percentage royalty on net smelter returns or other net proceeds realized from ore, concentrates, or metal produced within ten (10) years from the date of the Contract, and the Government's lien for the payment of said percentage royalty shall attach to the mineral deposit and the production therefrom, in the amount of the Government's contribution, not in excess of 2/ $ 15,174.00, all upon the terms and conditions set forth in said Contract.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of the said Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 20 th day of Aug 1952.

Cypress Gold Mining Co.

A Merrill Goss

1/ Insert the name of the Operator as it will appear in the Exploration Project Contract.

2/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50 each, paid for or purchased with funds contributed jointly by the Operator and the Government, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the termination of the contract, if they have any salvage value, shall be disposed of for their joint account unless the Government, in writing, waives its interest in any such items. The Government may require the dismantling, severance from land, and removal of any such items in order to realize its interest in the salvage value thereof, and the cost of any such removal and of the disposal of the items shall be for the joint account of the parties in proportion to their respective interests.

Repayment by Operator. If, upon the completion of the exploration project or termination of the contract, the Government considers that a discovery or development has resulted from the work from which commercial production of ore may be made, the Government, within 6 months thereafter, shall so certify to the Operator, particularly describing and delimiting its estimate of the discovery or the development. Thereafter, if and as ore is produced as a result of such discovery or development, the Operator and his successor in interest shall be and become obligated to pay to the Government a percentage royalty on the net smelter returns or other net proceeds realized from such ore, concentrates, or metal produced within ten (10) years from the date of this contract, until the total amount contributed by the Government, without interest, is fully repaid or said 10 years have elapsed, whichever occurs first, as follows:

> Of net smelter returns or other net proceeds not in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent.
>
> Of net smelter returns or other net proceeds in excess of eight dollars ($8.00) per ton of ore: One and one-half (1½) percent, plus one-half (½) percent for each additional full fifty cents ($0.50) in excess of eight dollars ($8.00) per ton of ore, but not in excess of a maximum of five (5) percent.

This obligation to repay from net returns or proceeds shall be and remain a claim and lien upon the mineral deposit which is the subject of the exploration project and upon any production resulting from such discovery or development, in favor of the Government, until fully paid, or until said 10-year period has elapsed, and this claim and lien and the Government's right to repayment shall survive any termination of the contract, whether by completion of the exploration project or otherwise. This article is not to be construed as imposing any obligation on the Operator or his successor in interest to produce ore from any such discovery or development.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, described ~~XXX~~ ~~XXXXXXXXXX~~ in a lease, dated June 9, 1952 Recorded in Book 9 Page 192 official records of said county

HALF MOON NO. 2 placer mining claim

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

2/ Verlon W. Vandeventer

3832 Clinton Ave

Fresno California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 15,174.00, or ten years have elapsed from the date of the contract. HDR C HDR HDM C L.M.R. HLR L.C.R

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 16 th day of July, 195 2.

Frank D Ryan [Seal]
Lucille M Ryan
Harold L. Ryan
Lila C. Ryan

George Denison [Seal]

Helen Denison [Seal]

Raymond P. Carney [Seal]
Myrtle Carney

1/ Either (a) insert the legal description of ~~the~~ land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated June 9/52 and recorded in book 9 page 192 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of _____, County of _____, described as follows:1/ Dated June 9, 1952. Recorded in Book 9 Page 192 official records of said county

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

2/ _____

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 15,174.00, or ten years have elapsed from the date of the contract. GDRC HDR HDMC LMR. HLR. LCR.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this _____ day of _____, 195 2.

George Denison [Seal]

Helen Denison [Seal]

Raymond M Carney [Seal]

Myrtle Carney

Frank D Ryan [Seal]

Lucille D. Ryan

Harold L. Ryan

Lila C. Ryan

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated June 19 52 and recorded in book 9 page 192 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Utah, County of Tooele, described as follows:1/ in a lease. dated June 9, 1952 Recorded in Book 9 Page 192 official records of said county

Gilmore No. 2 placer mining claim

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

2/ Merlon E. Bodenmuter

3032 Clinton Ave

Fresno California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 15,174.00, or ten years have elapsed from the date of the contract. G.D.R.C. F.H.D.R. H.D.M.C. L.M.R. F.H.R. L.C.R.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 16th day of July, 1952.

George Denison [Seal]

Helen Denison [Seal]

Raymond M. Carney [Seal]

Myrtle Carney

Frank D. Ryan [Seal]

Lucille M. Ryan

Harold L. Ryan

Lila C. Ryan

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated June 9, 52 and recorded in book 9 page 192 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, described ~~as follows:~~ 1/ in a lease, dated June 9, 1952. Recorded in Book 9 Page 192 official records of said county

HALF MOON NO. 2 placer mining claim

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

2/ Verlon W. Vandeventer

3832 Clinton Ave

Fresno California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production 3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/ $ 15,174.00, or ten years have elapsed from the date of the contract. GDR C 7-19-R HO mC L.M.R. AAR L.C.R.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 16th day of July, 1952.

George Denison [Seal]

Helen Denison [Seal]

Raymond M Carrey [Seal]

Myrtle Carrey

Frank D Ryan

Lucilla D Ryan

Harold R. Ryan

Lila C. Ryan

1/ Either (a) insert the legal description of ~~the~~ land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated June 9/52 and recorded in book 9 page 192 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of _____, County of _____, described as follows:1/ [illegible] lease, dated June 9, 1952 Recorded in Book 9 Page 192 official records of said county

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

2/ [illegible]

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 15,174.00, or ten years have elapsed from the date of the contract. GDRC HDR H.D.R. L.C.R. HDMC L.M.R.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this [illegible] day of [illegible], 195[illegible].

Frank D Ryan (Seal)
Luella H. Ryan
Harold R. Ryan
Lila C. Ryan

George Denison [Seal]
Helen Denison [Seal]
Raymond R Carney [Seal]
Myrtle Carney

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated June 9, 1952 and recorded in book 9 page 192 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, described as follows:1/ in a lease, dated June 9, 1952 Recorded in Book 9 Page 192 official records of said county

Lots 1 and 2, placer mining claim

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

2/ Verlon U. Vandeventer

3832 Clinton Ave

Fresno California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 15,174.00, or ten years have elapsed from the date of the contract. L.D. R.C. H.D. M.C. H.N.R. H.L.R. L.C.R.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 16th day of July, 1952.

George Denison [Seal]

Helen Denison [Seal]

Raymond Ka Carrey [Seal]

Myrtle Carrey

Frank D Ryan

Lucille D Ryan

Harold L. Ryan

Lia C. Ryan

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated June 9 1952, and recorded in book 9 page 192 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, described as follows:1/ in a lease dated June 24, 1952 Recorded in Book 9 Page 187 official records of said county

3 placer mining claim

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

2/ Verlon L. Vanlewenter

3530 Clinton Ave

Fresno California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 15,174.00, or ten years have elapsed from the date of the contract. GDHD RC MC.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 1st day of July, 195 2.

George Denison [Seal]

Helen Denison [Seal]

Raymond M Carney [Seal]

Myrtle Carney

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated June 24 52, and recorded in book 9 page 187 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

Kennedy #3

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, described ~~as~~ ~~follows~~ in a lease dated June 24, 1952 Recorded Book 9 Page 187 Official records of said County

HALF MOON NO. 3 placer mining claim

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

2/ Verlon W. Vandeventer

3832 Clinton Ave

Fresno California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 15,174.00, or ten years have elapsed from the date of the contract. GD HD RC MC

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 16 th day of July, 195 2.

George Denison [Seal]

Helen Denison [Seal]

Raymond M Carney [Seal]

Myrtle Carney

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated June 24 1952 and recorded in book 9 page 187 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, described ~~XXX~~ ~~XXXXXXXXXX~~ in a lease dated June 24, 1952 Recorded in Book 9 Page 187 official records of said county

HALF MOON NO. 3 placer mining claim

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

2/ Verlon W. Vandeventer
3832 Clinton Ave
Fresno California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 15,174.00, or ten years have elapsed from the date of the contract. GD H.D. RC MC

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this 16th day of July, 195 2.

George Denison [Seal]
Helen Denison [Seal]
Raymond M Carrey [Seal]
Myrle Carrey

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of [redacted], County of [redacted], described as follows:1/ [redacted] Dated June 24, 1952. Recorded in Book 9 Page 187 official records of said county

[redacted]

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

2/ [redacted]

[redacted]

[redacted]

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 15,174.00, or ten years have elapsed from the date of the contract. GD HD RC MC.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this [redacted] day of [redacted], 195 [redacted].

George Denison [Seal]

Helen Denison [Seal]

Raymond M Carrey [Seal]

Myrtle Carrey

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated June 24/52 and recorded in book 9 page 187 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of _____, County of _____, described as follows:1/ dated June 24, 1952. Recorded in Book 9 Page 187 official records of said county

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

2/ _____

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 15,174.00, or ten years have elapsed from the date of the contract. GDHDRCMC.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this _____ day of _____, 195 2.

George Denison [Seal]

Helen Denison [Seal]

Raymond M Carrey [Seal]

Myrtle Carrey

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated June 24/52, and recorded in book 9 page 187 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner, co-owner, lessor, or seller has an interest in certain property in the State of Idaho, County of Valley, described ~~as follows:~~ 1/ in a lease dated June 24, 1952 Recorded in Book 9 Page 187 official records of said county

~~Lode Mining Claim No.~~ 3 placer mining claim

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

2/ Verlon V. Vandeventer

3832 Clinton Ave

Fresno California

hereinafter called the "Operator"; and

WHEREAS, under certain provisions of said contract which are set forth on the reverse side hereof, the Government is entitled to a percentage royalty on production and to certain other rights and equities which do or may conflict with or be adverse to the interest of the undersigned in said property;

NOW THEREFORE, the undersigned, in consideration of said contract and as an inducement to the Government to enter into same, undertakes and agrees as follows:

1. The Government's equity in and right to dismantle, sever, take possession of, and remove and dispose of facilities, buildings, fixtures, equipment, or other items as provided in the contract, or any amendment thereof, shall prevail over and be prior and superior to any conflicting or adverse rights of the undersigned, and the Government is authorized to enter upon the land for such purposes.

2. To secure the payment to the Government of the percentage royalty on production3/ provided for under the terms of said exploration project contract, or any amendment thereof which does not increase the maximum amount of the Government's claim here stated or alter the provisions for repayment, there is hereby granted to the Government a lien upon the land herein described and upon any production of minerals therefrom, until the royalty claim is fully paid in the amount of the Government's contribution, not in excess of 4/$ 15,174.00, or ten years have elapsed from the date of the contract. GDHDRC MC.

3. The undersigned shall commit no act nor assert any claim that may contravene or conflict with the lien, claim, or rights of the Government under the provisions of said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Dated this ~~15th~~ day of ~~July~~, 195 ~~2~~.

George Denison [Seal]

Helen Denison [Seal]

Raymond M Carey [Seal]

Myrtle Carey

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated June 24/52 and recorded in book 9 page 187 official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

2/ Insert the name of the Operator as it will appear in the exploration project contract.

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

4/ Insert the maximum amount of the Government's contribution.

RELEVANT CONTRACT PROVISIONS

Repayment by Operator. (a) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than six months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) per cent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) per cent of any such net amounts, plus one-half (½) per cent such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) per cent of such net amounts.

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

(b) As here used, "net smelter returns", "net concentrator returns", and "other net amounts realized from the sale or other disposition", mean gross revenue from sales; or if not sold, the market value, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income tax determination.

(c) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(d) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

Title to and disposition of property. All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

Exploration Project Contract
Verlon W. Vandeventer
Half Moon No. 2 and 3 Mining Claims
Docket No. DMEA_____

Exhibit "A"

Description of the Work

Estimated Time Schedule -- 0 - 3 months

The purpose of this project is to explore the described property for monazite in the placer gravel along the drainage of Rapid and Kennally Creeks. (See attached maps)

The work consists of building 2 miles of road and clearing to provide access to the work areas and drilling 48 7-inch churn drill holes, at an estimated average depth of 20 feet, for an aggregate of 960 feet of drilling. The holes shall be drilled in rows of three across the creek beds and bars to bedrock, the rows to be 1500 feet apart, in a pattern to cover the entire length of both claims. Drill cuttings shall be carefully sampled and concentrated and the concentrate analyzed. Metallurgical testing shall be done to determine the extent of the salable products that may be derived from the concentrates.

Estimated costs of the project
*Indicates allowable maximum

1. Independent contracts

960' churn drilling @ $6.00 per foot	$5,760.00	
250 hours bulldozing, building roads and clearing @ $10.00 per hour	2,500.00*	
Total		$8,260.00

2. Labor, supervision and consultants

Supervisor @ $500.00/mo. for 2 months	$1,000.00*
Consultant to provide necessary technical assistance and prepare final report - 10 days @ $100/day	1,000.00*

2. Labor, supervision and consultants (continued)

Survey party (on custom basis) to survey and prepare base maps of property and tie in drill holes 12 days @ $50/ day	$ 600.00*	
One sampler-laborer, 50 shifts @ $12.40 per shift	$ 620.00	
Overtime	$ 60.00	
Total		$3,280.00

3. Operating materials and supplies

Operating supplies and repairs for pick-up to be used for transporting samples	$ 220.00	
Miscellaneous supplies (sample bags, etc.)	400.00	
Total		$ 620.00

4. Operating Equipment

To be purchased	None	
To be rented	None	
To be furnished: 1 - 1/2 T. Dodge pickup, 2 mo. @ $15.00/mo.	$ 30.00	
Total		$ 30.00

5. Rehabilitation and repairs

None

6. New buildings, improvements, installations

None

7. Miscellaneous

Concentration of samples in custom plant	$2,500.00	
Assaying and metallurgical testing	$1,240.00	
Payroll taxes	$ 180.00	
Total		$3,920.00

8.	Contingencies	$750.00	$ 750.00
	Estimated total cost of project		$16,860.00

Exploration Project Contract
Verlon W. Vandeventer
Half Moon No. 2 and 3 Mining Claims
Docket No. DMEA_____

Exhibit "A"

Description of the Work

Estimated Time Schedule -- 0 - 3 months

The purpose of this project is to explore the described property for monazite in the placer gravel along the drainage of Rapid and Kennally Creeks. (See attached maps)

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Estimated costs of the project
*Indicates allowable maximum

1. Independent contracts

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250 hours bulldozing, building roads and clearing @ $10.00 per hour	2,500.00*	
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2. Labor, supervision and consultants (continued)

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Total		$ 30.00

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6. New buildings, improvements, installations

None

7. Miscellaneous

Concentration of samples in custom plant	$2,500.00	
Assaying and metallurgical testing	$1,240.00	
Payroll taxes	$ 180.00	
Total		$3,920.00

8. Contingencies	$750.00	$ 750.00
Estimated total cost of project		$16,860.00

Exploration Project Contract
Verlon W. Vandeventer
Half Moon No. 2 and 3 Mining Claims
Docket No. DMEA_____

Exhibit "A"

Description of the Work

Estimated Time Schedule — 0 - 3 months

The purpose of this project is to explore the described property for monazite in the placer gravel along the drainage of Rapid and Kennally Creeks. (See attached maps)

The work consists of building 2 miles of road and clearing to provide access to the work areas and drilling 48 7-inch churn drill holes, at an estimated average depth of 20 feet, for an aggregate of 960 feet of drilling. The holes shall be drilled in rows of three across the creek beds and bars to bedrock, the rows to be 1500 feet apart, in a pattern to cover the entire length of both claims. Drill cuttings shall be carefully sampled and concentrated and the concentrate analyzed. Metallurgical testing shall be done to determine the extent of the salable products that may be derived from the concentrates.

48 holes
3
15 [illegible]
23 [illegible]

Estimated costs of the project
*Indicates allowable maximum

1. Independent contracts

960' churn drilling @ $6.00 per foot	$5,760.00	
250 hours bulldozing, building roads and clearing @ $10.00 per hour	2,500.00*	
Total		$8,260.00

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2. Labor, supervision and consultants (continued)

Survey party (on custom basis) to survey and prepare base maps of property and tie in drill holes 12 days @ $50/ day	$ 600.00*	
One sampler-laborer, 50 shifts @ $12.40 per shift	$ 620.00	
Overtime	$ 60.00	
Total		$3,280.00

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Total		$ 620.00

4. Operating Equipment

To be purchased	None	
To be rented	None	
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Total		$ 30.00

5. Rehabilitation and repairs

None

6. New buildings, improvements, installations

None

7. Miscellaneous

Concentration of samples in custom plant	$2,500.00	
Assaying and metallurgical testing	$1,240.00	
Payroll taxes	$ 180.00	
Total		$3,920.00

8. Contingencies	$750.00	$ 750.00
Estimated total cost of project		$16,860.00

Exploration Project Contract
Verlon W. Vandeventer
Half Moon No. 2 and 3 Mining Claims
Docket No. DMEA_____

Exhibit "A"

Description of the Work

Estimated Time Schedule -- 0 - 3 months

The purpose of this project is to explore the described property for monazite in the placer gravel along the drainage of Rapid and Kennally Creeks. (See attached maps)

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Estimated costs of the project
*Indicates allowable maximum

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2. Labor, supervision and consultants (continued)

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One sampler-laborer, 50 shifts @ $12.40 per shift	$ 620.00	
Overtime	$ 60.00	
Total		$3,280.00

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Miscellaneous supplies (sample bags, etc.)	400.00	
Total		$ 620.00

4. Operating Equipment

To be purchased	None	
To be rented	None	
To be furnished: 1 - 1/2 T. Dodge pickup, 2 mo. @ $15.00/mo.	$ 30.00	
Total		$ 30.00

5. Rehabilitation and repairs

None

6. New buildings, improvements, installations

None

7. Miscellaneous

Concentration of samples in custom plant	$2,500.00	
Assaying and metallurgical testing	$1,240.00	
Payroll taxes	$ 180.00	
Total		$3,920.00

8. Contingencies	$750.00	$ 750.00
Estimated total cost of project		$16,860.00

Exploration Project Contract
Verlon W. Vandeventer
Half Moon No. 2 and 3 Mining Claims
Docket No. DMSA_____

Exhibit "A"

Description of the Work

Estimated Time Schedule — 0 - 3 months

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Estimated costs of the project
*Indicates allowable maximum

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2. Labor, supervision and consultants (continued)

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5. Rehabilitation and repairs

None

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None

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Total		$3,920.00

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Estimated total cost of project		$16,860.00

MF-500

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS ADMINISTRATION

REFERENCE SLIP

DATE 8-12-52

REFERRED TO:

1. Mr. J. J. Norton, Rm. G-232 GSA Bldg
2.
3.
4.

DMEA-2639

FOR:

____ Action	____ Recommendation
____ Approval	____ Record of ____
X Comment	____ Referring to ____
____ Conference	____ Reply for signature of ____
____ Consideration	____ Rewriting
____ Filing	____ Signature
____ Instructions	____ Suggestions
____ Investigation	____ Your information
____ Initials	
____ Mailing	
____ Previous correspondence	

REMARKS: In transmitting the MF-103, copy of specimen contract, and Owner's Consent to Lien on this docket, our File Room failed to include a copy of Exhibit "A", which attached for your information.

Check (X) before the items needing attention.

Ernest Wm. Ellis

gla *Initials of sender.*

GPO 16—63815-1

Exploration Project Contract
Verlon W. Vandeventer
Half Moon No. 2 and 3 Mining Claims
Docket No. DMEA_____

Exhibit "A"

Description of the Work

Estimated Time Schedule — 0 - 3 months

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Estimated costs of the project
*Indicates allowable maximum

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Supervisor @ $500.00/mo. for 2 months	$1,000.00*
Consultant to provide necessary technical assistance and prepare final report - 10 days @ $100/day	1,000.00*

2. Labor, supervision and consultants (continued)

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Overtime	$ 60.00	
Total		$3,280.00

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Miscellaneous supplies (sample bags, etc.)	400.00	
Total		$ 620.00

4. Operating Equipment

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Total		$ 30.00

5. Rehabilitation and repairs

None

6. New buildings, improvements, installations

None

7. Miscellaneous

Concentration of samples in custom plant	$2,500.00	
Assaying and metallurgical testing	$1,240.00	
Payroll taxes	$ 180.00	
Total		$3,920.00

8.	Contingencies	$750.00	$ 750.00
	Estimated total cost of project		$16,860.00

MF-200
(June 1951)
(Revised Feb. 1952)

DOCKET NO. DMEA _____

COMMODITY Monazite

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

EXPLORATION PROJECT CONTRACT [1]

IT IS AGREED this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Verlon W. Vandeventer
3832 Clinton Ave.
Fresno, California

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority for contract.*—This agreement is entered into under the authority of the Defense Production Act of 1950, as amended, pursuant to DMEA Order 1 entitled "Government Aid in Defense Exploration Projects."

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Idaho, County of Valley, described as follows: [3] Half Moon No. 2 Mining Claim, 160 acres, T. 17, N., R. 4, E., B.M., recorded in Book 5, page 438, and Half Moon No. 3 Mining Claim, 160 acres, T. 17, N., R. 4, E., recorded in Book 5 page 439 in the records of Valley County, Idaho at Cascade, Idaho

the Operator represents and undertakes: [4]

(*a*) That the Operator is the owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

(*b*) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof.

ARTICLE 3. *Exploration project.*—The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] Monazite

in or upon the described land; and shall bring the project to completion within a period of _____ from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided.

ARTICLE 4. *Performance of the work.*—(*a*) *Operator's responsibility.* The work shall be performed efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmens' compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. To the extent specified in Exhibit "A," attached hereto, the work may be performed by independent contractor or contractors; and work not specified in Exhibit "A" for performance by independent contractor may nevertheless be so performed upon amendment of Exhibit "A," as agreed to by the parties, to state the work to be so performed and the estimated unit costs thereof, as provided hereafter.

(*b*) *Independent contracts.*—Any independent contract for the performance of work shall be on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved), or on some basis that will indicate the amount due for work performed at any stage of the work to be performed under such independent contract. The Government shall not be nor be considered to be a party to any such independent contract, and the Government's right to terminate the exploration project contract under any of its provisions shall not in any manner be affected by reason of any such independent contract. If the reference in Exhibit "A" to any such independent contract states that the Government's approval thereof is required, the Government may refuse to participate in the cost thereof unless and until it has given its written approval of the independent contract.

(*c*) *Government may inspect.*—The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 5. *Estimated costs of the project.*—A statement of the estimated cost of the project is set forth in Exhibit "A," attached hereto. Except insofar as any item of requirement or the estimated cost thereof set forth in Exhibit "A" is there or elsewhere designated as an "allowable maximum," such items of requirement and of related cost are estimates only, and may be exceeded to the extent that the Government may from time to time approve for the most economic and beneficial performance of the work within the limitation of the total aggregate estimate of costs. The Government's approval of any such excess over the estimate for an item of requirement or related cost will be signified by its approval and payment of any invoice or voucher for payment which expressly calls attention to such excess. Items expressly designated in Exhibit "A" or elsewhere as "allowable maximum," and the total aggregate estimated cost are limitations, and any excess therein will be for the sole account of the Operator in which the Government will not participate.

ARTICLE 6. *Allowable costs of the project.*—(*a*) The costs of the project in which the Government will participate are limited to the following:

(1) *Independent contracts.*—Payments to independent contractors under independent contracts listed in Exhibit "A." The estimated cost of any work to be performed under an independent contract is or shall be included in the estimate of costs in Exhibit "A" in terms of the estimated numbers of units of work to be performed, the estimated amount to be paid per unit, and the estimated total amount to be paid to the independent contractor, and such estimates shall be allowable maximums above which the Government will not contribute. Regardless of the provisions of any such independent contract, the Government will participate in the payments to the independent contractor only on account of work actually performed and that conforms with the provisions of the exploration project contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable and necessary. No such independent contract shall have the effect of increasing the estimated total cost of the exploration project contract nor the maximum amount which the Government will pay as provided in the exploration project contract.

(2) *Labor, supervision, consultants.*—Labor, supervision and technical services (including engineering and geological consultants), a schedule of which is included in the estimate of costs set forth in Exhibit "A." The requirements and related estimated costs for supervision and technical services are allowable maximums.

(3) *Operating materials and supplies.*—Necessary materials and supplies including items of equipment costing less than $50.00 each, and power, water, and fuel, a schedule of which is included in the estimate of costs in Exhibit "A."

(4) *Operating equipment.*—Any operating equipment to be rented or purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or the allowable depreciation, as the case may be, a schedule of which is included in Exhibit "A." Any items listed as owned and to be furnished by the Operator, and related initial allowable depreciation, are allowable maximums.

(5) *Rehabilitation and repairs.*—Any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and to be devoted to the purposes of the exploration contract, a schedule of which is included in the estimate of costs set forth in Exhibit "A." These items are allowable maximums.

(6) *New buildings, improvements, installations.*—Any necessary buildings, fixed improvements, or installations to be purchased, installed, or constructed for the purposes of the exploration work, with the estimated cost of each, a schedule of which is included in the estimate of costs in Exhibit "A." All of these items are allowable maximums.

(7) *Miscellaneous.*—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.

(8) *Contingencies.*—Such other necessary, reasonable direct costs of performing the exploration work, within the limit of the total aggregate estimate of costs, whether or not included in any schedule of costs in Exhibit "A," as may be approved by the Government in the course of the work, as indicated by its approval and payment of invoices and vouchers.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property, particularly excluding any land or interest therein to which the Government's lien is not to attach or the production from which is not to be subject to the Government's percentage royalty.
[4] Strike out the provision not applicable.
[5] Name of mineral or minerals.

(*b*) The Government's payments in all cases will be based on actual, necessary costs (including contract unit prices) incurred not in excess of any "allowable maximum," and not in excess of the fixed percentage of the total aggregate estimated cost. Costs will be considered to be incurred only as they are or become due and payable.

(*c*) 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 this contract, shall be allowed as costs of the project in which the Government will participate.

ARTICLE 7. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operators shall provide the Government with monthly reports of work performed and costs (including contract unit prices) incurred under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of costs incurred on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

(*b*) *Final report.*—Upon completion of the exploration work or termination of the contract the Operator shall provide the Government with an adequate geological and engineering report, in quintuplicate (five copies), including an estimate of ore reserves resulting from the exploration work.

(*c*) Compliance with requirements.—If, in the opinion of the Government, any of the Operator's reports are insufficient or incomplete, the Government may procure the making or completion of such reports and attachments as an expense of the exploration work; and the Government may withhold approval and payment of any vouchers depending upon insufficient or incomplete reports.

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account as provided in Article 12.

ARTICLE 8. *Payments by the Government.*—(*a*) The Government will pay ---90--- percent of the allowable costs incurred, as they accrue, in an aggregate total amount not in excess of $15,174.00, which is ---90--- percent of $16,860.00, the agreed, estimated total cost of the project in which the Government will participate; *Provided,* that until the Operator's final report and final accounting have been rendered to the Government, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract.

(*b*) The Government may make any payment or payments direct to independent contractors and to suppliers, for the account of the Operator, rather than to the Operator.

ARTICLE 9. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

(*b*) As here used, "net smelter returns," "net concentrator returns," and "other net amounts realized from the sale or other disposition," mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income-tax determination.

(*c*) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

ARTICLE 10. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 11. *Title to and disposition of property.*—All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

ARTICLE 12. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall dispose of any remaining materials, supplies, facilities, buildings, fixtures, and equipment in which the Government has an interest, for the joint account of the Operator and the Government in the proportion of their respective interests; shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; and shall pay to the Government its pro rata share of any money remaining.

ARTICLE 13. *Changes and added provisions.* ----------

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

(Operator)

By ----------

By ----------

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

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66328-1

MF-200
(June 1951)
(Revised Feb. 1952)

DOCKET NO. DMEA _____

COMMODITY Monazite

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

EXPLORATION PROJECT CONTRACT [1]

IT IS AGREED this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Verlon W. Vandeventer
3832 Clinton Ave.
Fresno, California

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority for contract.*—This agreement is entered into under the authority of the Defense Production Act of 1950, as amended, pursuant to DMEA Order 1 entitled "Government Aid in Defense Exploration Projects."

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Idaho, County of Valley, described as follows: [3] Half Moon No. 2 Mining Claim, 160 acres, T. 17, N., R. 4, E., B.M., recorded in Book 5, page 438, and Half Moon No. 3 Mining Claim, 160 acres, T. 17, N., R. 4, E., recorded in Book 5 page 439 in the records of Valley County, Idaho at Cascade, Idaho

the Operator represents and undertakes: [4]

(*a*) That the Operator is the owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

(*b*) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof.

ARTICLE 3. *Exploration project.*—The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] Monazite

in or upon the described land; and shall bring the project to completion within a period of _____ from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided.

ARTICLE 4. *Performance of the work.*—(*a*) *Operator's responsibility.* The work shall be performed efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmens' compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. To the extent specified in Exhibit "A," attached hereto, the work may be performed by independent contractor or contractors; and work not specified in Exhibit "A" for performance by independent contractor may nevertheless be so performed upon amendment of Exhibit "A," as agreed to by the parties, to state the work to be so performed and the estimated unit costs thereof, as provided hereafter.

(*b*) *Independent contracts.*—Any independent contract for the performance of work shall be on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved), or on some basis that will indicate the amount due for work performed at any stage of the work to be performed under such independent contract. The Government shall not be nor be considered to be a party to any such independent contract, and the Government's right to terminate the exploration project contract under any of its provisions shall not in any manner be affected by reason of any such independent contract. If the reference in Exhibit "A" to any such independent contract states that the Government's approval thereof is required, the Government may refuse to participate in the cost thereof unless and until it has given its written approval of the independent contract.

(*c*) *Government may inspect.*—The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 5. *Estimated costs of the project.*—A statement of the estimated cost of the project is set forth in Exhibit "A," attached hereto. Except insofar as any item of requirement or the estimated cost thereof set forth in Exhibit "A" is there or elsewhere designated as an "allowable maximum," such items of requirement and of related cost are estimates only, and may be exceeded to the extent that the Government may from time to time approve for the most economic and beneficial performance of the work within the limitation of the total aggregate estimate of costs. The Government's approval of any such excess over the estimate for an item of requirement or related cost will be signified by its approval and payment of any invoice or voucher for payment which expressly calls attention to such excess. Items expressly designated in Exhibit "A" or elsewhere as "allowable maximum," and the total aggregate estimated cost are limitations, and any excess therein will be for the sole account of the Operator in which the Government will not participate.

ARTICLE 6. *Allowable costs of the project.*—(*a*) The costs of the project in which the Government will participate are limited to the following:

(1) *Independent contracts.*—Payments to independent contractors under independent contracts listed in Exhibit "A." The estimated cost of any work to be performed under an independent contract is or shall be included in the estimate of costs in Exhibit "A" in terms of the estimated numbers of units of work to be performed, the estimated amount to be paid per unit, and the estimated total amount to be paid to the independent contractor, and such estimates shall be allowable maximums above which the Government will not contribute. Regardless of the provisions of any such independent contract, the Government will participate in the payments to the independent contractor only on account of work actually performed and that conforms with the provisions of the exploration project contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable and necessary. No such independent contract shall have the effect of increasing the estimated total cost of the exploration project contract nor the maximum amount which the Government will pay as provided in the exploration project contract.

(2) *Labor, supervision, consultants.*—Labor, supervision and technical services (including engineering and geological consultants), a schedule of which is included in the estimate of costs set forth in Exhibit "A." The requirements and related estimated costs for supervision and technical services are allowable maximums.

(3) *Operating materials and supplies.*—Necessary materials and supplies including items of equipment costing less than $50.00 each, and power, water, and fuel, a schedule of which is included in the estimate of costs in Exhibit "A."

(4) *Operating equipment.*—Any operating equipment to be rented or purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or the allowable depreciation, as the case may be, a schedule of which is included in Exhibit "A." Any items listed as owned and to be furnished by the Operator, and related initial allowable depreciation, are allowable maximums.

(5) *Rehabilitation and repairs.*—Any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and to be devoted to the purposes of the exploration contract, a schedule of which is included in the estimate of costs set forth in Exhibit "A." These items are allowable maximums.

(6) *New buildings, improvements, installations.*—Any necessary buildings, fixed improvements, or installations to be purchased, installed, or constructed for the purposes of the exploration work, with the estimated cost of each, a schedule of which is included in the estimate of costs in Exhibit "A." All of these items are allowable maximums.

(7) *Miscellaneous.*—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.

(8) *Contingencies.*—Such other necessary, reasonable direct costs of performing the exploration work, within the limit of the total aggregate estimate of costs, whether or not included in any schedule of costs in Exhibit "A," as may be approved by the Government in the course of the work, as indicated by its approval and payment of invoices and vouchers.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property, particularly excluding any land or interest therein to which the Government's lien is not to attach or the production from which is not to be subject to the Government's percentage royalty.
[4] Strike out the provision not applicable.
[5] Name of mineral or minerals.

(*b*) The Government's payments in all cases will be based on actual, necessary costs (including contract unit prices) incurred not in excess of any "allowable maximum," and not in excess of the fixed percentage of the total aggregate estimated cost. Costs will be considered to be incurred only as they are or become due and payable.

(*c*) 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 this contract, shall be allowed as costs of the project in which the Government will participate.

ARTICLE 7. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operators shall provide the Government with monthly reports of work performed and costs (including contract unit prices) incurred under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of costs incurred on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

(*b*) *Final report.*—Upon completion of the exploration work or termination of the contract the Operator shall provide the Government with an adequate geological and engineering report, in quintuplicate (five copies), including an estimate of ore reserves resulting from the exploration work.

(*c*) Compliance with requirements.—If, in the opinion of the Government, any of the Operator's reports are insufficient or incomplete, the Government may procure the making or completion of such reports and attachments as an expense of the exploration work; and the Government may withhold approval and payment of any vouchers depending upon insufficient or incomplete reports.

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account as provided in Article 12.

ARTICLE 8. *Payments by the Government.*—(*a*) The Government will pay ____90____ percent of the allowable costs incurred, as they accrue, in an aggregate total amount not in excess of $15,174.00, which is ____90____ percent of $16,860.00, the agreed, estimated total cost of the project in which the Government will participate; *Provided,* that until the Operator's final report and final accounting have been rendered to the Government, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit, not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract.

(*b*) The Government may make any payment or payments direct to independent contractors and to suppliers, for the account of the Operator, rather than to the Operator.

ARTICLE 9. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

(*b*) As here used, "net smelter returns," "net concentrator returns," and "other net amounts realized from the sale or other disposition," mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income-tax determination.

(*c*) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

ARTICLE 10. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 11. *Title to and disposition of property.*—All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

ARTICLE 12. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall dispose of any remaining materials, supplies, facilities, buildings, fixtures, and equipment in which the Government has an interest, for the joint account of the Operator and the Government in the proportion of their respective interests; shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; and shall pay to the Government its pro rata share of any money remaining.

ARTICLE 13. *Changes and added provisions.* _____

_____

_____

_____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

_____
(Operator)

By _____

By _____

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

_____

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66328-1

MF-200
(June 1949)
(Revised Nov. 1952)

DOCKET [redacted] DMEA _____

COMMODITY Monazite

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

EXPLORATION PROJECT CONTRACT [1]

IT IS AGREED this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Verlon W. Vandeventer
3832 Clinton Ave
Fresno, California

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority for contract.*—This agreement is entered into under the authority of the Defense Production Act of 1950, as amended, pursuant to DMEA Order 1 entitled "Government Aid in Defense Exploration Projects."

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Idaho, County of Valley, described as follows: [3] Half Moon No. 2 Mining claim, 160 acres T. 17, N. R4E. B.M, recorded in Book 5, page 438, and Half Moon No. 3 Mining claim 160 acres, T. 17N. R. 4E., recorded in Book 5, page 439 in the records of Valley County, Idaho at Cascade, Idaho the Operator represents and undertakes: [4]

(*a*) ~~That the~~ Operator is the owner, in possession and entitled to possession, and ~~that the~~ property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

(*b*) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof.

ARTICLE 3. *Exploration project.*—The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] Monazite

in or upon the described land; and shall bring the project to completion within a period of _____ from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided.

ARTICLE 4. *Performance of the work.*—(*a*) *Operator's responsibility.* The work shall be performed efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmens' compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. To the extent specified in Exhibit "A," attached hereto, the work may be performed by independent contractor or contractors; and work not specified in Exhibit "A" for performance by independent contractor may nevertheless be so performed upon amendment of Exhibit "A," as agreed to by the parties, to state the work to be so performed and the estimated unit costs thereof, as provided hereafter.

(*b*) *Independent contracts.*—Any independent contract for the performance of work shall be on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved), or on some basis that will indicate the amount due for work performed at any stage of the work to be performed under such independent contract. The Government shall not be nor be considered to be a party to any such independent contract, and the Government's right to terminate the exploration project contract under any of its provisions shall not in any manner be affected by reason of any such independent contract. If the reference in Exhibit "A" to any such independent contract states that the Government's approval thereof is required, the Government may refuse to participate in the cost thereof unless and until it has given its written approval of the independent contract.

(*c*) *Government may inspect.*—The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 5. *Estimated costs of the project.*—A statement of the estimated cost of the project is set forth in Exhibit "A," attached hereto. Except insofar as any item of requirement or the estimated cost thereof set forth in Exhibit "A" is there or elsewhere designated as an "allowable maximum," such items of requirement and of related cost are estimates only, and may be exceeded to the extent that the Government may from time to time approve for the most economic and beneficial performance of the work within the limitation of the total aggregate estimate of costs. The Government's approval of any such excess over the estimate for an item of requirement or related cost will be signified by its approval and payment of any invoice or voucher for payment which expressly calls attention to such excess. Items expressly designated in Exhibit "A" or elsewhere as "allowable maximum," and the total aggregate estimated cost are limitations, and any excess therein will be for the sole account of the Operator in which the Government will not participate.

ARTICLE 6. *Allowable costs of the project.*—(*a*) The costs of the project in which the Government will participate are limited to the following:

(1) *Independent contracts.*—Payments to independent contractors under independent contracts listed in Exhibit "A." The estimated cost of any work to be performed under an independent contract is or shall be included in the estimate of costs in Exhibit "A" in terms of the estimated numbers of units of work to be performed, the estimated amount to be paid per unit, and the estimated total amount to be paid to the independent contractor, and such estimates shall be allowable maximums above which the Government will not contribute. Regardless of the provisions of any such independent contract, the Government will participate in the payments to the independent contractor only on account of work actually performed and that conforms with the provisions of the exploration project contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable and necessary. No such independent contract shall have the effect of increasing the estimated total cost of the exploration project contract nor the maximum amount which the Government will pay as provided in the exploration project contract.

(2) *Labor, supervision, consultants.*—Labor, supervision and technical services (including engineering and geological consultants), a schedule of which is included in the estimate of costs set forth in Exhibit "A." The requirements and related estimated costs for supervision and technical services are allowable maximums.

(3) *Operating materials and supplies.*—Necessary materials and supplies including items of equipment costing less than $50.00 each, and power, water, and fuel, a schedule of which is included in the estimate of costs in Exhibit "A."

(4) *Operating equipment.*—Any operating equipment to be rented or purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or the allowable depreciation, as the case may be, a schedule of which is included in Exhibit "A." Any items listed as owned and to be furnished by the Operator, and related initial allowable depreciation, are allowable maximums.

(5) *Rehabilitation and repairs.*—Any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and to be devoted to the purposes of the exploration contract, a schedule of which is included in the estimate of costs set forth in Exhibit "A." These items are allowable maximums.

(6) *New buildings, improvements, installations.*—Any necessary buildings, fixed improvements, or installations to be purchased, installed, or constructed for the purposes of the exploration work, with the estimated cost of each, a schedule of which is included in the estimate of costs in Exhibit "A." All of these items are allowable maximums.

(7) *Miscellaneous.*—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.

(8) *Contingencies.*—Such other necessary, reasonable direct costs of performing the exploration work, within the limit of the total aggregate estimate of costs, whether or not included in any schedule of costs in Exhibit "A," as may be approved by the Government in the course of the work, as indicated by its approval and payment of invoices and vouchers.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property, particularly excluding any land or interest therein to which the Government's lien is not to attach or the production from which is not to be subject to the Government's percentage royalty.
[4] Strike out the provision not applicable.
[5] Name of mineral or minerals.

(*b*) The Government's payments in [illegible] cases will be based on actual, necessary costs (including contract unit prices) incurred not in excess of any "allowable maximum," and not in excess of the fixed percentage of the total aggregate estimated cost. Costs will be considered to be incurred only as they are or become due and payable.

(*c*) 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 this contract, shall be allowed as costs of the project in which the Government will participate.

ARTICLE 7. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operators shall provide the Government with monthly reports of work performed and costs (including contract unit prices) incurred under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of costs incurred on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

(*b*) *Final report.*—Upon completion of the exploration work or termination of the contract the Operator shall provide the Government with an adequate geological and engineering report, in quintuplicate (five copies), including an estimate of ore reserves resulting from the exploration work.

(*c*) Compliance with requirements.—If, in the opinion of the Government, any of the Operator's reports are insufficient or incomplete, the Government may procure the making or completion of such reports and attachments as an expense of the exploration work; and the Government may withhold approval and payment of any vouchers depending upon insufficient or incomplete reports.

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account as provided in Article 12.

ARTICLE 8. *Payments by the Government.*—(*a*) The Government will pay 90 percent of the allowable costs incurred, as they accrue, in an aggregate total amount not in excess of $[illegible], which is 90 percent of $110 800.00, the agreed, estimated total cost of the project in which the Government will participate; *Provided,* that until the Operator's final report and final accounting have been rendered to the Government, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract.

(*b*) The Government may make any payment or payments direct to independent contractors and to suppliers, for the account of the Operator, rather than to the Operator.

ARTICLE 9. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

(*b*) As here used, "net smelter returns," "net concentrator returns," and "other net amounts realized from the sale or other disposition," mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income-tax determination.

(*c*) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

ARTICLE 10. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 11. *Title to and disposition of property.*—All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

ARTICLE 12. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall dispose of any remaining materials, supplies, facilities, buildings, fixtures, and equipment in which the Government has an interest, for the joint account of the Operator and the Government in the proportion of their respective interests; shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; and shall pay to the Government its pro rata share of any money remaining.

ARTICLE 13. *Changes and added provisions.* ____________

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By ____________

____
(Operator)

By ____________

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

____

15177

[CORPORATE SEAL]

MF-200
(June 1951)
(Revised Feb. 1952)

DOCKET NO. DM[redacted]

COMMODITY Monazite

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

EXPLORATION PROJECT CONTRACT [1]

IT IS AGREED this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Verlon W. Vandeventer
3832 Clinton Ave.
Fresno, California

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority for contract.*—This agreement is entered into under the authority of the Defense Production Act of 1950, as amended, pursuant to DMEA Order 1 entitled "Government Aid in Defense Exploration Projects."

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Idaho, County of Valley, described as follows: [3] Half Moon No. 2 Mining Claim, 160 acres, T. 17, N., R. 4, E., B.M., recorded in Book 5, page 438, and Half Moon No. 3 Mining Claim, 160 acres, T. 17, N., R. 4, E., recorded in Book 5 page 439 in the records of Valley County, Idaho at Cascade, Idaho

the Operator represents and undertakes: [4]

(*a*) That the Operator is the owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

(*b*) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof.

ARTICLE 3. *Exploration project.*—The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] Monazite

in or upon the described land; and shall bring the project to completion within a period of _____ from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided.

ARTICLE 4. *Performance of the work.*—(*a*) *Operator's responsibility.* The work shall be performed efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmens' compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. To the extent specified in Exhibit "A," attached hereto, the work may be performed by independent contractor or contractors; and work not specified in Exhibit "A" for performance by independent contractor may nevertheless be so performed upon amendment of Exhibit "A," as agreed to by the parties, to state the work to be so performed and the estimated unit costs thereof, as provided hereafter.

(*b*) *Independent contracts.*—Any independent contract for the performance of work shall be on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved), or on some basis that will indicate the amount due for work performed at any stage of the work to be performed under such independent contract. The Government shall not be nor be considered to be a party to any such independent contract, and the Government's right to terminate the exploration project contract under any of its provisions shall not in any manner be affected by reason of any such independent contract. If the reference in Exhibit "A" to any such independent contract states that the Government's approval thereof is required, the Government may refuse to participate in the cost thereof unless and until it has given its written approval of the independent contract.

(*c*) *Government may inspect.*—The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 5. *Estimated costs of the project.*—A statement of the estimated cost of the project is set forth in Exhibit "A," attached hereto. Except insofar as any item of requirement or the estimated cost thereof set forth in Exhibit "A" is there or elsewhere designated as an "allowable maximum," such items of requirement and of related cost are estimates only, and may be exceeded to the extent that the Government may from time to time approve for the most economic and beneficial performance of the work within the limitation of the total aggregate estimate of costs. The Government's approval of any such excess over the estimate for an item of requirement or related cost will be signified by its approval and payment of any invoice or voucher for payment which expressly calls attention to such excess. Items expressly designated in Exhibit "A" or elsewhere as "allowable maximum," and the total aggregate estimated cost are limitations, and any excess therein will be for the sole account of the Operator in which the Government will not participate.

ARTICLE 6. *Allowable costs of the project.*—(*a*) The costs of the project in which the Government will participate are limited to the following:

(1) *Independent contracts.*—Payments to independent contractors under independent contracts listed in Exhibit "A." The estimated cost of any work to be performed under an independent contract is or shall be included in the estimate of costs in Exhibit "A" in terms of the estimated numbers of units of work to be performed, the estimated amount to be paid per unit, and the estimated total amount to be paid to the independent contractor, and such estimates shall be allowable maximums above which the Government will not contribute. Regardless of the provisions of any such independent contract, the Government will participate in the payments to the independent contractor only on account of work actually performed and that conforms with the provisions of the exploration project contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable and necessary. No such independent contract shall have the effect of increasing the estimated total cost of the exploration project contract nor the maximum amount which the Government will pay as provided in the exploration project contract.

(2) *Labor, supervision, consultants.*—Labor, supervision and technical services (including engineering and geological consultants), a schedule of which is included in the estimate of costs set forth in Exhibit "A." The requirements and related estimated costs for supervision and technical services are allowable maximums.

(3) *Operating materials and supplies.*—Necessary materials and supplies including items of equipment costing less than $50.00 each, and power, water, and fuel, a schedule of which is included in the estimate of costs in Exhibit "A."

(4) *Operating equipment.*—Any operating equipment to be rented or purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or the allowable depreciation, as the case may be, a schedule of which is included in Exhibit "A." Any items listed as owned and to be furnished by the Operator, and related initial allowable depreciation, are allowable maximums.

(5) *Rehabilitation and repairs.*—Any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and to be devoted to the purposes of the exploration contract, a schedule of which is included in the estimate of costs set forth in Exhibit "A." These items are allowable maximums.

(6) *New buildings, improvements, installations.*—Any necessary buildings, fixed improvements, or installations to be purchased, installed, or constructed for the purposes of the exploration work, with the estimated cost of each, a schedule of which is included in the estimate of costs in Exhibit "A." All of these items are allowable maximums.

(7) *Miscellaneous.*—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.

(8) *Contingencies.*—Such other necessary, reasonable direct costs of performing the exploration work, within the limit of the total aggregate estimate of costs, whether or not included in any schedule of costs in Exhibit "A," as may be approved by the Government in the course of the work, as indicated by its approval and payment of invoices and vouchers.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property, particularly excluding any land or interest therein to which the Government's lien is not to attach or the production from which is not to be subject to the Government's percentage royalty.
[4] Strike out the provision not applicable.
[5] Name of mineral or minerals.

(*b*) The Government's payments in all cases will be based on actual, necessary costs (including contract unit prices) incurred not in excess of any "allowable maximum," and not in excess of the fixed percentage of the total aggregate estimated cost. Costs will be considered to be incurred only as they are or become due and payable.

(*c*) 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 this contract, shall be allowed as costs of the project in which the Government will participate.

ARTICLE 7. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operators shall provide the Government with monthly reports of work performed and costs (including contract unit prices) incurred under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of costs incurred on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

(*b*) *Final report.*—Upon completion of the exploration work or termination of the contract the Operator shall provide the Government with an adequate geological and engineering report, in quintuplicate (five copies), including an estimate of ore reserves resulting from the exploration work.

(*c*) Compliance with requirements.—If, in the opinion of the Government, any of the Operator's reports are insufficient or incomplete, the Government may procure the making or completion of such reports and attachments as an expense of the exploration work; and the Government may withhold approval and payment of any vouchers depending upon insufficient or incomplete reports.

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account as provided in Article 12.

ARTICLE 8. *Payments by the Government.*—(*a*) The Government will pay 90 percent of the allowable costs incurred, as they accrue, in an aggregate total amount not in excess of $15,174.00, which is 90 percent of $16,860.00, the agreed, estimated total cost of the project in which the Government will participate; *Provided,* that until the Operator's final report and final accounting have been rendered to the Government, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract.

(*b*) The Government may make any payment or payments direct to independent contractors and to suppliers, for the account of the Operator, rather than to the Operator.

ARTICLE 9. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

(*b*) As here used, "net smelter returns," "net concentrator returns," and "other net amounts realized from the sale or other disposition," mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income-tax determination.

(*c*) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

ARTICLE 10. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 11. *Title to and disposition of property.*—All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

ARTICLE 12. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall dispose of any remaining materials, supplies, facilities, buildings, fixtures, and equipment in which the Government has an interest, for the joint account of the Operator and the Government in the proportion of their respective interests; shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; and shall pay to the Government its pro rata share of any money remaining.

ARTICLE 13. *Changes and added provisions.* _____

_____

_____

_____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

_____
(Operator)

By _____

By _____

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

_____

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66328-1

MF-200
(June 1951)
(Revised Feb. 1952)

DOCKET No. DM[illegible]

COMMODITY Monazite

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

EXPLORATION PROJECT CONTRACT [1]

IT IS AGREED this _____ day of _____, 195__, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Verlon W. Vandeventer
3832 Clinton Ave.
Fresno, California

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority for contract.*—This agreement is entered into under the authority of the Defense Production Act of 1950, as amended, pursuant to DMEA Order 1 entitled "Government Aid in Defense Exploration Projects."

ARTICLE 2. *Operator's property rights.*—With respect to that certain land situated in the State of Idaho, County of Valley, described as follows: [3] Half Moon No. 2 Mining Claim, 160 acres, T. 17, N., R. 4, E., B.M., recorded in Book 5, page 438, and Half Moon No. 3 Mining Claim, 160 acres, T. 17, N., R. 4, E., recorded in Book 5 page 439 in the records of Valley County, Idaho at Cascade, Idaho

the Operator represents and undertakes: [4]

(*a*) That the Operator is the owner, in possession and entitled to possession, and that the property is subject only to the following claims, liens, or encumbrances as to each of which the subordination agreement of the holder is attached: _____

(*b*) That the Operator is a lessee, in possession and entitled to possession, and the Owner's Consent to Lien is attached.

The Operator shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of the exploration project without any allowance for the use, rental value, depreciation, depletion, or other cost of acquiring, owning, or holding possession thereof.

ARTICLE 3. *Exploration project.*—The Operator, within _____ days from the date of this contract shall commence work on a project of exploration for [5] Monazite

in or upon the described land; and shall bring the project to completion within a period of _____ from the date of this contract. The work to be performed is more fully described in Exhibit "A" attached hereto, which, with any maps or drawings thereto attached, are made a part of this contract. The Government will contribute to the cost of this work as hereafter provided.

ARTICLE 4. *Performance of the work.*—(*a*) *Operator's responsibility.* The work shall be performed efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmens' compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. To the extent specified in Exhibit "A," attached hereto, the work may be performed by independent contractor or contractors; and work not specified in Exhibit "A" for performance by independent contractor may nevertheless be so performed upon amendment of Exhibit "A," as agreed to by the parties, to state the work to be so performed and the estimated unit costs thereof, as provided hereafter.

(*b*) *Independent contracts.*—Any independent contract for the performance of work shall be on a unit-price basis (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved), or on some basis that will indicate the amount due for work performed at any stage of the work to be performed under such independent contract. The Government shall not be nor be considered to be a party to any such independent contract, and the Government's right to terminate the exploration project contract under any of its provisions shall not in any manner be affected by reason of any such independent contract. If the reference in Exhibit "A" to any such independent contract states that the Government's approval thereof is required, the Government may refuse to participate in the cost thereof unless and until it has given its written approval of the independent contract.

(*c*) *Government may inspect.*—The Government shall have the right to enter and observe and inspect the work at all reasonable times, and the Operator shall provide the Government with all available means for doing so. The Government may consult with and advise the Operator on all phases of the work.

ARTICLE 5. *Estimated costs of the project.*—A statement of the estimated cost of the project is set forth in Exhibit "A," attached hereto. Except insofar as any item of requirement or the estimated cost thereof set forth in Exhibit "A" is there or elsewhere designated as an "allowable maximum," such items of requirement and of related cost are estimates only, and may be exceeded to the extent that the Government may from time to time approve for the most economic and beneficial performance of the work within the limitation of the total aggregate estimate of costs. The Government's approval of any such excess over the estimate for an item of requirement or related cost will be signified by its approval and payment of any invoice or voucher for payment which expressly calls attention to such excess. Items expressly designated in Exhibit "A" or elsewhere as "allowable maximum," and the total aggregate estimated cost are limitations, and any excess therein will be for the sole account of the Operator in which the Government will not participate.

ARTICLE 6. *Allowable costs of the project.*—(*a*) The costs of the project in which the Government will participate are limited to the following:

(1) *Independent contracts.*—Payments to independent contractors under independent contracts listed in Exhibit "A." The estimated cost of any work to be performed under an independent contract is or shall be included in the estimate of costs in Exhibit "A" in terms of the estimated numbers of units of work to be performed, the estimated amount to be paid per unit, and the estimated total amount to be paid to the independent contractor, and such estimates shall be allowable maximums above which the Government will not contribute. Regardless of the provisions of any such independent contract, the Government will participate in the payments to the independent contractor only on account of work actually performed and that conforms with the provisions of the exploration project contract, and only to the extent that the Government deems the unit prices for the work under the independent contract to be reasonable and necessary. No such independent contract shall have the effect of increasing the estimated total cost of the exploration project contract nor the maximum amount which the Government will pay as provided in the exploration project contract.

(2) *Labor, supervision, consultants.*—Labor, supervision and technical services (including engineering and geological consultants), a schedule of which is included in the estimate of costs set forth in Exhibit "A." The requirements and related estimated costs for supervision and technical services are allowable maximums.

(3) *Operating materials and supplies.*—Necessary materials and supplies including items of equipment costing less than $50.00 each, and power, water, and fuel, a schedule of which is included in the estimate of costs in Exhibit "A."

(4) *Operating equipment.*—Any operating equipment to be rented or purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or the allowable depreciation, as the case may be, a schedule of which is included in Exhibit "A." Any items listed as owned and to be furnished by the Operator, and related initial allowable depreciation, are allowable maximums.

(5) *Rehabilitation and repairs.*—Any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and to be devoted to the purposes of the exploration contract, a schedule of which is included in the estimate of costs set forth in Exhibit "A." These items are allowable maximums.

(6) *New buildings, improvements, installations.*—Any necessary buildings, fixed improvements, or installations to be purchased, installed, or constructed for the purposes of the exploration work, with the estimated cost of each, a schedule of which is included in the estimate of costs in Exhibit "A." All of these items are allowable maximums.

(7) *Miscellaneous.*—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.

(8) *Contingencies.*—Such other necessary, reasonable direct costs of performing the exploration work, within the limit of the total aggregate estimate of costs, whether or not included in any schedule of costs in Exhibit "A," as may be approved by the Government in the course of the work, as indicated by its approval and payment of invoices and vouchers.

[1] If sufficient space is not provided in any blank, use an extra sheet of paper and refer to it in the blank.
[2] State name, address, and nature of organization if any.
[3] Give legal description or enough to identify the property, particularly excluding any land or interest therein to which the Government's lien is not to attach or the production from which is not to be subject to the Government's percentage royalty.
[4] Strike out the provision not applicable.
[5] Name of mineral or minerals.

(*b*) The Government's payments in all cases will be based on actual, necessary costs (including contract unit prices) incurred not in excess of any "allowable maximum," and not in excess of the fixed percentage of the total aggregate estimated cost. Costs will be considered to be incurred only as they are or become due and payable.

(*c*) 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 this contract, shall be allowed as costs of the project in which the Government will participate.

ARTICLE 7. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operators shall provide the Government with monthly reports of work performed and costs (including contract unit prices) incurred under the contract, in quintuplicate (five copies), upon forms provided by the Government. These progress reports shall be certified by the Operator, and shall constitute both the Operator's invoice of costs incurred on the project during the period covered by the report and his voucher for repayment by the Government, unless the Government requires the use of a standard voucher form with invoice attached. Progress reports shall include surface and/or underground engineering-geological maps or sketches showing the progress of the exploration, with assay-reports on samples taken concurrently with the advance in mineralized ground.

(*b*) *Final report.*—Upon completion of the exploration work or termination of the contract the Operator shall provide the Government with an adequate geological and engineering report, in quintuplicate (five copies), including an estimate of ore reserves resulting from the exploration work.

(*c*) Compliance with requirements.—If, in the opinion of the Government, any of the Operator's reports are insufficient or incomplete, the Government may procure the making or completion of such reports and attachments as an expense of the exploration work; and the Government may withhold approval and payment of any vouchers depending upon insufficient or incomplete reports.

(*d*) *Accounts and audits.*—The Operator shall keep suitable records and accounts of operations, which the Government may inspect and audit at any time. The Government may at any time require an audit of the Operator's records and accounts by a certified public accountant, the cost thereof to be treated as a cost of the project. The Operator shall keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract. Upon the completion of the project or termination of the contract the Operator shall render a final account as provided in Article 12.

ARTICLE 8. *Payments by the Government.*—(*a*) The Government will pay 90 percent of the allowable costs incurred, as they accrue, in an aggregate total amount not in excess of $15,174.00, which is 90 percent of $16,860.00, the agreed, estimated total cost of the project in which the Government will participate; *Provided,* that until the Operator's final report and final accounting have been rendered to the Government, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last voucher or vouchers such sums as it sees fit not in excess of ten (10) percent of the maximum total which the Government might have been called upon to pay under the terms of the contract.

(*b*) The Government may make any payment or payments direct to independent contractors and to suppliers, for the account of the Operator, rather than to the Operator.

ARTICLE 9. *Repayment by Operator.*—(*a*) If, at any time, the Government considers that a discovery or a development from which production may be made has resulted from the exploration work, the Government, at any time not later than 6 months after the Operator has rendered the required final report and final account, may so certify in writing to the Operator. The certification shall describe broadly or indicate the nature of the discovery or development. In the event of such certification, any minerals mined or produced from the land described in Article 2 within 10 years from the date of this contract, including any mined or produced before the certification, shall be subject to a percentage royalty which the Operator or his successor in interest shall pay to the Government, upon the net smelter returns, the net concentrator returns, or other net amounts realized from the sale or other disposition of any such production, in whatever form disposed of, including ore, concentrates, or metal, until the total amount contributed by the Government, without interest, is fully repaid, or said 10 years have elapsed, whichever occurs first, as follows:

(1) One and one-half (1½) percent of any such net amounts not in excess of eight dollars ($8.00) per ton.

(2) One and one-half (1½) percent of any such net amounts, plus one-half (½) percent of such net amounts for each additional full fifty cents ($0.50) by which such net amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such net amounts.

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

(*b*) As here used, "net smelter returns," "net concentrator returns," and "other net amounts realized from the sale or other disposition," mean gross revenue from sales; or if not sold, the market value of the material after it is mined in the form in which and the place where it is held. In the case of integrated operations in which the material is not disposed of as such, these terms mean what is or would be gross income from mining operations for percentage depletion purposes in income-tax determination.

(*c*) To secure the payment of its percentage royalty, the Government shall have and is hereby granted a lien upon the land described in Article 2 and upon any production of minerals therefrom, until the royalty claim is extinguished by lapse of time or is fully paid.

(*d*) This article is not to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any mining or production operations.

ARTICLE 10. *Assignment, transfer, or loss of Operator's interest.*—Without the written consent of the Government, the Operator shall not assign or otherwise transfer or hypothecate this contract or any rights thereunder. The Operator shall not make any voluntary nor permit any involuntary transfer or conveyance of the Operator's rights in the land described in Article 2, without making suitable provision for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof; *Provided,* that mere failure by the Operator to maintain the Operator's rights in the land, without any consideration running to the Operator other than relief from the cost of maintaining such rights (as by surrender of a leasehold, failure to perform assessment work, or failure to exercise an option), coupled with complete abandonment by the Operator of all interest in or operations on the land for a period of 10 years from the date of this contract, shall not constitute such a transfer or conveyance. Should the Operator make or permit any transfer or conveyance in violation of this provision, the Operator shall be and remain liable for payment to the Government of the same amounts, at the same times, as would have been paid under the terms of the percentage royalty on production. If for any reason the net smelter returns, net concentrator returns, or other net amounts realized from the sale or other disposition of such production are not available as a means of measuring the amount of the Operator's liability, the amount thereof shall be estimated as well as may be, and in the event of dispute as to such estimates, the determination thereof by the Administrator of Defense Minerals Exploration Administration or by his successor shall be final and binding upon the Operator.

ARTICLE 11. *Title to and disposition of property.*—All facilities, buildings, fixtures, equipment, or other items costing more than $50.00 each, paid for or purchased with funds contributed jointly by the Operator and the Government, although title may be taken in the name of the Operator, shall belong to the Operator and the Government jointly, in proportion to their respective contributions, and upon the completion of the work or the termination of the contract shall be disposed of promptly by the Operator for the joint account of the Government and the Operator, either by return to the vendor, by sale to others, or purchase by the Operator at a price at least as high as could otherwise be obtained, as may appear to be for the best interest of the Government, unless the Government, in writing, waives its interest in any such item. If necessary to accomplish such disposition, the Operator shall dismantle, sever from the land, and remove any such item, the cost thereof to be for the joint account of the parties in proportion to their respective interests. If the Operator, within 90 days after the receipt of written notice from the Government, fails, neglects, or refuses to dispose of such property, the Government may itself enter upon the land, take possession of, and remove and dispose of any such property as above provided.

ARTICLE 12. *Termination and completion.*—The Government may, at any time, by written notice to the Operator, terminate this contract: (*a*) If the Operator fails to provide his share of the money necessary to prosecute operations pursuant to the terms of the contract; (*b*) if the Operator, in the opinion of the Government, fails to prosecute operations pursuant to the terms of the contract; or (*c*) if in the opinion of the Government, operations up to the time of the notice have not indicated the probability of making any worth while discovery and in the opinion of the Government further operations are not justified. Upon the completion of the project or any termination of the contract the Operator shall dispose of any remaining materials, supplies, facilities, buildings, fixtures, and equipment in which the Government has an interest, for the joint account of the Operator and the Government in the proportion of their respective interests; shall render to the Government a full and final accounting of his operations under the contract and his expenditures of money; and shall pay to the Government its pro rata share of any money remaining.

ARTICLE 13. *Changes and added provisions.* _____

_____

_____

_____

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

_____
(Operator)

By _____

By _____

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

_____

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE 16—66328-1

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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. DMEA-2639
Metal or Mineral
Date Received 8-11-52
Estimated Cost
Participation (Government %)

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:

Velon W. Vandeventer
3832 Clinton Ave.
Fresno California

(*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 HALF MOON NO. 3 Mining claim 160 acres Twp. 17 N. Range 4 E. B.M. Recorded in Book 5, Page 438, and HALF MOON NO. 3 Mining claim 160 acres Twp. 17 N. Range 4 E. Recorded in Book 5, Page 439 in Valley County records. Cascade, Vallry County, Idaho.

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

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Lessee

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

(*e*) If you own the land, describe any liens or encumbrances on it

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

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.

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

(*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.

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

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

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore Monazite, Uranium, Tantalum, Zircon, Ilmenite, and Gold.

(*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.

(*c*) The work will start within 15 days and be completed within 2 months from the date of an exploration project contract.

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

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:

(*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.).

(*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.

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

(*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.

(*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.

(*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.

(*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.

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

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)?

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

[X] Money [ ] Use of equipment owned by you [ ] Other

Explain in detail on acompanying paper.

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 July, 15, 1952

Verlon H. Vandeventer
(Applicant)

By

3832 Clinton ave
Fresno California

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

Separate sheet

4. PHYSICAL DESCRIPTION._ Some real old hydraulic workings on benches on either side of Rapid and Kennally creeks. Some of these old workings are not accessable by a road at present.

(b) The amount of gold recovered by these old working is not known.

(c) Glacier formation,deposits of washed gravel in creek beds and bars, and high bench deposits. These deposits show by panning and test pits to contain enough momazite and other radio-active minerals to justify a complete drill test operation. There is also a showing of some gold.

(d) There is a dirt and gravel from a paved highway,road ten miles ,to this property maintained by the forest service. It is about 25 miles to shipping,supply and residence point.

(e)There is plenty of manpower,materials,supplies,equipment,water,and power available.

5.The exploration project; I wish to exlore for Monazite,Uranium,Tantalum,Zircon, Ilmenite,and Gold.

(b)I propose to drill 3 test holes across creek bed and bars to bedrock,about 20 ft. deep, I500ft apart the full length of both placer mining claims. A total of 48 holes. There will be some road to build on fairly flat ground along Kennally creek.

(c) The work will start within I5 days and be completed within 2 months from the date of an exploration project contract.

(d) I intend to supervise this project myself. I have been placer mining with drag-line dredge,dry land dredge,and hydraulic set up since I930. Have run tests on placer deposits by drilling,panning,and test pits the same length of time. Have helped run rotary cores for Shell Oil Co. Have made arrangements with Mr. Yost of the Consummes Gold Dredging Co. for benefit of their experience in Paddy Flat,which joins these placer claims on the north. They are ready to start drilling again in Paddy Flat now and have a most complete testing planthere in Cascade. This set up will help me grestly. I will keep a set of books and drill core log for inspection.

6 Estimate of costs;

(a) Independent contracts: Drilling 48 test holes 7" diameter (88'makes one cu.yd.) 20' deep,960 ' of hole @ $6.00 per ft.	$5,760.00
Bulldozer work making road and clearing 250 hrs. @ $I0.00 per hr.	2,500.00
Will use a D7 Cat. Consentrating and assaying (in testing plant)	3,600.00
(b)Labor,supervision,consultants:	
Consulting Engineer (at various times)	I,000.00
Supervision (myself) $500.00 per month for two months	I,000.00
Surveying and maps	2,000.00
(c) Operating materials and supplies: None	
(d) Operating equipment: One one half ton dodge pickup truck owned by operator. Rental $I25.00 per month for 2 months	250.00
(e) Rehabilitation and repairs: None	
(f) New buildingg,improvements,installations: None	
(g) Miscellaneous: None	
(h) Contingencies: Estimated	750.00
Total	$I6,660.00

7. (a) Yes (I0%)
(b) Money

Verlon W.Vandeventer
3832 Clinton Ave
Fresno California

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

DEPARTMENT OF THE INTERIOR
RECEIVED
AUG 11 1952

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. DMEA-2639
Metal or Mineral
Date Received 8-11-52
Estimated Cost
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Verlon W. Vandeventer
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(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise

Lessee

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(*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.

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

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)?

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

[X] Money [ ] Use of equipment owned by you [ ] Other

Explain in detail on acompanying paper.

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 July 15, 1952, 195__

Verlon W. Vandeventer
(Applicant)

By

3832 Clinton Ave
Fresno California

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

Separate sheet

4. PHYSICAL DESCRIPTION._ Some real old hydraulic workings on benches on either side of Rapid and Kennally creeks. Some of these old workings are not accessable by a road at present.
(b) The amount of gold recovered by these old working is not known.
(c) Glacier formation,deposits of washed gravel in creek beds and bars, and high bench deposits. These deposits show by panning and test pits to contain enough momazite and other radio-active minerals to justify a complete drill test operation. There is also a showing of some gold.
(d) There is a dirt and gravel from a paved highway,road ten miles ,to this property maintained by the forest service. It is about 25 miles to shipping,supply and residence point.
(e)There is plenty of manpower,materials,supplies,equipment,water,and power available.
5.The exploration project; I wish to exlore for Monazite,Uranium,Tantalum,Zircon, Ilmenite,and Gold.
(b)I propose to drill 3 test holes across creek bed and bars to bedrock,about 20 ft. deep, 1500ft apart the full length of both placer mining claims. A total of 48 holes. There will be some road to build on fairly flat ground along Kennally creek.
(c) The work will start within 15 days and be completed within 2 months from the date of an exploration project contract.
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6 Estimate of costs;

(a) Independent contracts: Drilling 48 test holes 7" diameter (88'makes one cu.yd.) 20' deep,960 ' of hole @ $6.00 per ft.	$5,760.00
Bulldozer work making road and clearing 250 hrs. @ $10.00 per hr.	2,500.00
Will use a D7 Cat. Consentrating and assaying (in testing plant)	3,600.00
(b)Labor,supervision,consultants:	
Consulting Engineer (at various times)	1,000.00
Supervision (myself) $500.00 per month for two months	1,000.00
Surveying and maps	2,000.00
(c) Operating materials and supplies: None	
(d) Operating equipment: One one half ton dodge pickup truck owned by operator. Rental $125.00 per month for 2 months	250.00
(e) Rehabilitation and repairs: None	
(f) New buildingg,improvements,installations: None	
(g) Miscellaneous: None	
(h) Contingencies: Estimated	750.00
Total	$16,860.00

7. (a) Yes (10%)
(b) Money

Verlon W.Vandeventer
3832 Clinton Ave
Fresno California

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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. DMEA-2639
Metal or Mineral
Date Received 8-11-52
Estimated Cost
Participation (Government %)

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:

Verlon W. Vandeventer
3832 Clinton Ave.
Fresno California

(*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 HALF MOON NO. 2 Mining claim 160 acres Twp. 17 N. Range 4 E. B.M. Recorded in Book 5, Page 438, and HALF MOON NO. 3 Mining claim 160 acres Twp. 17 N. Range 4 E. Recorded in Book 5, Page 439 in Valley County records. Cascade, Valley County, Idaho.

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

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise

Lessee

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

(*e*) If you own the land, describe any liens or encumbrances on it

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice.

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.

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

(*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.

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

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

5. *The exploration project.*—State the mineral or minerals for which you wish to explore Monazite, Uranium Tantalum, Zircon, Ilmenite, and Gold.

(*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.

(*c*) The work will start within 15 days and be completed within 2 months from the date of an exploration project contract.

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

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:

(*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.).

(*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.

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

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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 July, 15, 1952

Verlon H. Vanderventer
(Applicant)

By

3832 Clinton ave
Fresno California

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

Separate sheet

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(e) Rehabilitation and repairs: None	
(f) New buildingg,improvements,installations; None	
(g) Miscellaneous: None	
(h) Contingencies: Estimated	750.00
Total	$I6,660.00

7. (a) Yes (I0%)
(b) Money

Verlon W.Vandeventer
3832 Clinton Ave
Fresno California

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

AUG 11 1952

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. DMEA-2639
Metal or Mineral
Date Received 8-11-52
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Participation (Government %)

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Verlon W. Vandeventer
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Verlon A. Vandeventer
(Applicant)

By

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Fresno California

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Separate sheet

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(f) New buildingg,improvements,installations: None	
(g) Miscellaneous: None	
(h) Contingencies: Estimated	750.00
Total	$16,860.00

7. (a) Yes (I0%)
(b) Money

Verlon W.Vandeventer
3832 Clinton Ave
Fresno California

MINING LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT, Made and entered into this 9th day of June, 1952, by and between R. M. CARREY and MYRTLE CARREY, his wife, & GEORGE DENISON and HELEN V. V his wife of Weiser, Idaho, and Frank D. Ryan and Luella Ryan, his wife, and Harold L. Ryan and Lila C. Ryan, his wife of Weiser, Idaho, PARTIES OF THE FIRST PART, and V. W. Vandeventer of 3832 Clinton Avenue, Fresno, California xxx, PARTIES OF THE SECOND PART.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of ONE DOLLAR and other consideration DOLLARS, and other valuable considerations to them in hand paid by the second parties, receipt whereof is hereby acknowledged, and the agreements of second parties as herein contained to be done and performed, and for rentals and royalties herein reserved to first parties, do hereby lease, demise, and let unto the parties of the second part, for the term of ONE YEAR from date hereof (unless sooner terminated as herein provided), and for such longer period as the minerals hereinafter mentioned may be profitably removed from the mining claim hereinafter described, all their right and interest, in and to the following described group placer mining claims situated on both sides of Rapid Creek, in unorganized mining district, in VALLEY County, State of Idaho, said placer mining claim, being more particularly described as follows:

A certain placer mining claim, situate, lying and being on both sides of Rapid Creek, in Township 17 North, Range 4 East, B. M., in Valley County, Idaho, as follows: Commencing at the Southwest corner of said claim, being the Corner monument No. 1, upon which location notice is posted; thence in a northerly direction 12,000 feet to corner monument No. 2, the Northwest corner of the claim; thence in an Easterly direction 600 feet to corner monument No. 3, the Northeast corner of the claim; thence in a Southerly direction 12,000 feet to corner monument No. 4, the Southeast corner monument

of the claim; thence in a Westerly direction 600 feet to Corner No. 1, the place of beginning. The said corner monument No. 1, is situated about 12,000 feet in a Southerly direction from the mouth of Paddy Creek. This claim contains approximately 160 acres, and is called "HALF MOON NO. 2". Which said mining claim is recorded in the office of the County Recorder of Valley County, Idaho, in Book 5 of Placer Mining Claims, at Page 438, reference thereto being hereby made for furtherparticulars.

It is understood between the parties hereto that second party is going to apply through the DMEA of the United States, this being the Department which makes loans of mining property the character of that involved here, for the purpose of testing and exploration on said mining claim; and will apply for a government loan through the proper source to obtain an equipment loan on the character of equipment that second party proposes to use in dragline operation on said mining claim. Second party will use due diligence and use all dispatch in his application for the loans herein referred to so as to obtain them, if they can be obtained, as quickly can reasonably be done, but it is understood that in the event, after second party has used due diligence, the determination of the proper government department on such loans is so slow in coming or is for any reason delayed, then it is agreed that the time in this lease fixed for second party to begin testing on said mining claim is hereby extended to the extent of the government delay, beyond the period herein fixed for beginning testing, and also, the same thing applies to the equipment loan hereinabove referred to.

And as rentals and royalties therefor, it is understood and agreed that said parties of the second part, or their assigns, shall pay unto the parties of the first part, through and at the source hereinafter specified, the sum and amount equal to TEN per cent (10%) of the gross amount of all gold, metals, monasite sands, or other minerals or values extracted from said mining claim, or any thereof. (It being understood that for the sake of brevity, said monasite sands, gold and other minerals, out of which said percentage is to be paid to first parties, are hereinafter referred to as minerals, and by that term is meant all minerals and values recovered from said mining claims.)

It is further understood and agreed that all such minerals and other values extracted from said mining claim shall be cleaned up, separated out, and sent to such reduction works or places of sale or market as agreed uponby the parties, at least as often as once each calendar month, while said mining operations are in progress, and settlement shall be made as herein provided at least as often as once each calendar month, for all rentals, royalties, and values extracted from said ground or mining claim.

It is understood that the title to all the monasite sands or other minerals and values in the said ground on said mining claim.

or any thereof, or extracted therefrom, shall be and remain in first parties until the same is received at the reduction works or other place of market, as may be agreed upon by the parties, with instructions to remit the percent or the assay or sale values thereof to the parties of the first part or their assigns, as said first parties may be intitled thereto, under the percent of royalties and values as hereinbefore provided, and the remainder to the said second parties or their assigns. The said percent of royalities, or values so to be paid to the first parties, however, shall be paid to the Weiser Branch of the Idaho First National Bank at Weiser, Idaho, or such other place as the parties hereto may mutually agree upon from time to time as agent for first parties, to be by said bank, or agent, paid to first parties from time to time; that portion of said parties of the second part, or their assigns, may be paid to said bank or such other source, as second parties may from time to time desire, that is approved by first parties if other than said Weiser Bank.

It is agreed as a condition hereof, that as soon as roads and other weather conditions will permit and enable said second parties or their assigns to get the necessary men and equipment on the ground, and in any event, not later than the 1st day of October, 1952, said second parties shall commence testing the said ground on said mining claim, and such testing shall continue with due and reasonable diligence so far as weather will permit, until a thorough test in the usual manner, commonly practised in said area where said mining claims are located, in making tests on placer mining claims for dragline or dredging purposes, such testing to be fully completed on or before the 1st day of December, 1952, and when said second parties have completed testing said ground, and in any event not later than December 1st, 1952, they shall elect whether to proceed hereunder, and at once notify first

parties in writing of their election, and in the event of election to proceed under the provisions hereof, they shall at once install and commence operating, and thereafter diligently pursue mining operations on said mining claim__ by means of dredge or dragline and carry on the necessary procedure to recover the minerals and values from said mining claim__.

It is agreed that first parties may themselves, or through any other source they desire, go upon any or all mining claims and make independent tests, and also do any exploration or testing that first parties desire to do or have done thereon, short of mining operations on a large scale by means of a dredge or dragline. After said second parties have made their election, and elect to proceed with xxxx proper equipment to operate on said mining claim__ for the purpose of extracting and recovering minerals and monasite sands therefrom, then first parties shall have no further right to operate on said claim__ for the purpose of extracting and recovering minerals therefrom. It is agreed that any notice herein provided to be given to first parties by second parties, may be given to FRANK D. RYAN, at Box 587, Weiser, Idaho, by mailing directly to him at said place, or by serving him personally therewith, and that any such notice so mailed or served shall be notice to all of first parties. The said first parties, however, reserve the right in the event of the death of said Frank D. Ryan, or if for any reason they desire to change the person or persons to whom such notice shall be given, they may in writing directed to said second parties or assigns, and served upon them, or any of them, or any officer of any corporation to whom second parties may assign this agreement, or to the person in charge for second parties, or their assigns of such mining operations, give a new designation of the person or persons upon whom such notice shall be served.

It is also understood and agreed that if second parties, or their assigns, elect to proceed further hereunder as aforesaid,

that they contemplate installing upon said mining claims herein described, a dredge or dragline and other suitable equipment to work such mining claims on a large scale, and to recover and separate the monasite sands or other minerals and values therefrom, and that they shall begin the installation of such machinery and equipment on said group of placer mining claims covered by this lease, just as soon as practical after notifying the first parties, or their said agent as aforesaid, of their election to operate on the mining claims herein described, and second parties shall thereafter, with due and reasonable diligence, proceed to installation and completion, the necessary and proper machinery and equipment so that the same is ready for operation on the ground just as soon as it can be reasonably acquired and installed, weather conditions and roads permitting, after second parties have made their election as aforesaid. It being understood that second parties, or their assigns, shall have the right to determine on what claims, (if more than one), under this lease they shall first commence work upon, and that second parties shall have the right to be the judge as to where work shall progress, and second parties, by installing such machinery, and beginning and continuing diligently thereafter operations upon any of the claims so leased by them hereunder, shall keep this lease in good standing, and they shall continue such operations on the respective claims as they come to them in regular course of operations as said mining and dredging operations progress up or down the creek, as the case may be, notwithstanding to the contrary anything herein. After the installation of said machinery, equipment, etc., the said second parties, or their assigns shall continuously (except for weather conditions which will not permit such operations, or other conditions beyond the control of those engaged in such mining operations) operate the same for the purpose of extracting therefrom all monasite sands, gold, metals, and other

minerals reasonably susceptible of extraction therefrom, by means of the installations as aforesaid, all work to be done in a good, careful, miner-like manner, and such as will enable second parties or their assigns to work said ground, and extract the greatest amount of values therefrom.

Second parties shall keep accurate books and records of extractions and recoveries of monasite sands and all other minerals and values extracted from said mining claims, and submit the report to said first parties, directed to their said agent or such person or agent as first parties shall elect and notify second parties, of each clean-up, and from time to time upon any reasonable request by the designated agent of first parties; that such agent or agents or attorney of first parties, shall at all times have access to the books, records, receipts, and papers of second parties, respecting all phases of said mining operation and recoveries of values therefrom, and first parties shall be entitled to have their said designated agent, engineer and/ or attorney be present at each clean-up as first parties so desire, and at any other time to inspect the said ground and operation of said second parties or their assigns, such agent and/ or engineer to have the right to test and measure said grounds and inspect said dredging or other operations, and test and weigh the monasite sands or other values extracted or recovered from said mining claims. Second parties agree, upon request of first parties or their said agent or attorney, to give at least five days notice of each such clean-up, if it can reasonably be done, or in any event, such reasonable notice as will enable said first parties or their agent or attorney or engineer to be present /at any or all such clean-ups.

It is understood and agreed that second parties shall not be, in any way, the agent of first parties, nor have any authority to bind first parties, nor the ground or recoveries from any of said

claim__, for labor or material furnished in connection with said mining claim__, or operations thereon, by second parties, their assigns, or otherwise, and all accounts and charges for any operations and installations, or otherwise, with reference to said mining claims or operatioms thereon, shall be promptly paid by second parties, and second parties agree to promptly pay all claims and accounts, for machinery, tools, and equipment, and all installations installed or structures erected upon said mining claim__ and to save harmless and indemnify first parties from and against any and all claims, demands and liens of every character, as well as any expenses incurred in defending against any such demands or claims.

Second parties shall at all times maintain in proper place and position, all stakes and monuments marking the location of said claims and the boundaries thereof, as well as all location notices on said claims, and renew the same as necessary from time to time, and they shall perform or cause ot be performed, all labor, and make all expenditures and improvements upon said claims necessary to hold the same under the provisions of the laws of the United States, and of the State of Idaho, for the year 1952, and as long thereafter as second parties or their assigns shall operate said claim__ under this lease or any extention or modification thereof, and complete such assessment work at least thirty days prior to the time in which the same is required by law to be done and performed, and shall, prior to thrity days from the expiration of such time to make annual proofs of labor, cause to be filed with the County Recorder of Valley County, Idaho, the proper affidavits or affidavit of the performance of such labor and the making of such expenditures, in accordance with the laws applicable thereto and shall perform and expend upon said claim, or each of said claims (if there be more than one), at least $100.00 Dollars, in labor and improvements for the development thereof, except

in instances where proof of labor may be made on one claim in a group for the benefit of all claims in such group (if there be more than one), then second parties or their assigns may make their proof as to any claim in such group in an amount sufficient to cover all claims in the group, such agreement for annual labor and performance thereof being a part of the consideration herefor, and shall be and is an unconditional obligation of second parties.

A copy of this contract, executed by the parties hereto, as well as any assignment of interest, or change of interest, shall be deposited with the Weiser Branch of the Idaho First National Bank at Weiser, Idaho, and such deposit shall be the instructions and authority of said bank to receive said rentals and royalties, and make and disburse all payments as herein provided to be made to first parties.

It is further agreed, that in addition to all other payments herein provided to be made, second parties or their assigns shall pay all taxes levied or assessed upon or against said mining claims, and, or the improvements and equipment placed thereon, and upon any proceeds or profits derived from operating said property, including the said rentals and royalties, and any other levies or assessments made upon or against said property, or any thereof that may be required by the laws of the State of Idaho, or the United States of America.

It is further agreed, that if second parties shall fail to comply with any of the provisions hereof, to be by them performed, or if they shall fail to make said testing as and within the time as herein specified, or shall fail to install said dredge or dragline or other suitable equipment for such operation on the scale as herein provided and contemplated (unless prevented from so doing by legal order of a competent Court, or by other causes beyond their control, and which they cannot secure to be avoided, or set aside),

or to make any of the payments herein provided at the time and in the percentage amount of royalties as herein provided, they shall, at the option of first parties, or the said agent of first parties, be taken to have forfeited all further rights or interest hereunder or herein, and first parties shall thereafter be under no obligation on account hereof. In case of a breach by second parties, or his assigns, of any condition hereof, to be by them performed, or their failure to comply with any of the conditions hereof, then said first parties, or their designated agent or attorney, shall at the option of first parties, serve second parties, (or if second parties assign this contract, and their assignee is a corporation, then one of its principal officers or agent in charge of its operations) with a written notice of forfeiture, and thereon all rights of second parties or their assigns, arising out of or under this contract, shall immediately quit and surrender possession of said mining claim__, and cease all activity or operation thereon. In case of any such forfeiture, the said first parties shall retain as liquidated and stipulated damage all sums thertofore paid or due or accruising to first parties under the terms hereof. In the event of such forfeiture, second parties shall have the right to remove all installations and equipment so placed by them or their assigns on said claims, or any thereof, at any time within thirty days after such forfeiture is declared, and if not so removed within such time, the same shall revert to and become the property of first parties.

This lease and agreement is made with the understanding that the nature or character of the lands, or some thereof, where said mining claims are located, has not been definitely determined, and is given subject to any rights or superior claims to the mining rights, if any, that may be determined or established on any of said claims, they may, in the opinion of the attorney for first parties,

have in the mineral rights on any part of the land involved in and covered by this lease.

It is further understood and agreed that this lease and agreement is made subject to the right of first parties to amend any Location Notices, where it is later determined that such amendment should be made to conform to surveys and legal subdivisions hereafter made or determined, and it is agreed between the parties that any such changes or amended Location Notice or Notices shall be made when the facts are ascertained so as to include the proper land or area established by such survey and location of legal subdivision, and all the terms conditions and agreements herein contained shall apply to all amended locations, the same as though they had originally been described in and embodied in this lease and agreement.

THIS AGREEMENT shall be binding upon and inure to the benefit of the executors, administrators, heirs, and/or successors, and assigns, of the respective parties hereto.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hand on the day and year first above written in this Lease and Agreement.

Frank D. Ryan	R. M. Carrey
Luella Ryan	Myrtle Carrey
Harold L. Ryan	George Denison
Lila C. Ryan	Helen Denison
Parties of the First Part	Parties of the First Part
	V. W. Vandeventer
	Parties of the Second Part

STATE OF IDAHO)
) ss:
County of WASHINGTON)

On this 9th day of June, 19 52, before me, the undersigned, a Notary Public in and for said State, personally appeared R. M. CARREY & MYRTLE CARREY, his wife, and GEORGE DENISON & HELEN DENISON, his wife, and FRANK D. RYAN and IUELLA RYAN, his wife and HAROLD L. RYAN and LILA C. RYAN, his wife, Known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they 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.

SEAL

O. C. Whiting
Notary Public for said State:
Residing at Weiser, Idaho
My Commission Expires 6-15-53

STATE OF IDAHO)
) ss:
County of Washington)

On this 9th day of June 1952 before me,

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Recorder in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing Mining Lease and Agreement with the record of such instrument in my office, which instrument is (filed and indexed) (Recorded) in Book 9 of Miscellaneous at page 192, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 16th day of July, 19 52.

Forest E. Robb
Ex-Officio Recorder
Valley County, Idaho
By Bertha C. Patterson
Deputy

STATE OF IDAHO)
County of Bonneville) ss.

I hereby certify that this instrument was filed for record at the request of V. W. Vendeveter at 11 minutes past 9 o'clock A.M. this 14 day of July 1952 and duly recorded in my office in Book 9 of Misc. Page 192.

Forest E. Robb
Ex-Officio Recorder

By Bertha C. Patterson
Deputy

COMPARED
DIRECT
INDEXED
INDIRECT
SCANNED
AFFIXED

the undersigned, a Notary Public in and for said State, personally appeared W. W. Vandeveter known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

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

O. C. Whiting
Notary Public for said State:
Residing at Heiner, Idaho.
My commission expires

SEAL

LAW OFFICES
RYAN & RYAN
WEISER, IDAHO

-564

44398

STATE OF IDAHO)
County of Valley) ss.

I hereby certify that this instrument was filed for record at the request of

U. W. Vandeventer

at 11 minutes past 9 o'clock A M. this 14 day of July 1952 In my office and duly recorded in

Book 9 of Misc

at Page 192

Forest E. Cobb

Ex-Officio Recorder

By Beatrice C. Patterson Deputy

Fee, $ 4.75

LAW OFFICES
RYAN & RYAN
WEISER, IDAHO

COMPARED ✓
INDEXED—DIRECT
INDEXED—INDIRECT
STAMP AFFIXED

MINING LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT, Made and entered into this 24th day of June, 1952, by and between Raymond Carrey and Myrtle Carrey, his wife, of Weiser, Idaho, and George Denison and Helen Denison, his wife of Weiser, Idaho, PARTIES OF THE FIRST PART, and V. W. Vandeventer of Fresno, California PARTIES OF THE SECOND PART,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of $1.00 DOLLARS, and other valuable considerations to them in hand paid by the second parties, receipt whereof is hereby acknowledged, and the agreements of second parties as herein contained to be done and performed, and for rentals and royalties herein reserved to first parties, do hereby lease, demise, and let unto the parties of the second part, for the term of three years from date hereof (unless sooner terminated as herein provided), and for such longer period as the minerals hereinafter mentioned may be profitably removed from the mining claim hereinafter described, all their right and interest, in and to the following described group placer mining claims situated on Kennally Creek, in unorganized mining district, in Valley County, State of Idaho, said placer mining claim, being more particularly described as follows:

HALF MOON #3 placer mining claim comprising 160 acres, on both sides of Kinnelly Creek, in Township 17 North Range 4 East of B. M., in Valley County, Idaho, recorded in Valley County Records Book No. 5 page 439.

Parties of first part will extend to parties of the second part an extension if necessary, on date to start testing caused by delay of getting approval of loan of D.M.E.A. Same holds true on date to commence mining operations because of equipment loan from government. If no loan is obtained parties of the second part will notify parties of the first part. Parties of the second part will pay to parties of the first part $5,000.00 advanced royalty thirty days after the approval and granting of equipment loan from United States Government.

And as rentals and royalties therefor, it is understood and agreed that said parties of the second part, or their assigns, shall pay unto the parties of the first part, through and at the source hereinafter specified, the sum and amount equal to ten per cent (10%) of the gross amount of all gold, metals, monasite sands, or other minerals or values extracted from said mining claim___, or any thereof. (It being understood that for the sake of brevity, said monasite sands, gold and other minerals, out of which said percentage is to be paid to first parties, are hereinafter referred to as minerals, and by that term is meant all minerals and values recovered from said mining claims.)

It is further understood and agreed that all such minerals and other values extracted from said mining claim shall be cleaned up, separated out, and sent to such reduction works or places of sale or market as agreed upon by the parties, at least as often as once each calendar month, while said mining operations are in progress, and settlement shall be made as herein provided at least as often as once each calendar month, for all rentals, royalties, and values extracted from said ground or mining claim__.

It is understood that the title to all the monasite sands or other minerals and values in the said ground on said mining claim__,

or any thereof, or extracted therefrom, shall be and remain in first parties until the same is received at the reduction works or other place of market, as may be agreed upon by the parties, with instructions to remit the percent of the assay or sale values thereof to the parties of the first part or their assigns, as said first parties may be entitled thereto, under the percent of royalties and values as hereinbefore provided, and the remainder to the said second parties or their assigns. The said percent of royalties, or values so to be paid to the first parties, however, shall be paid to the Ontario Branch of The United States National Bank at Ontario, Oregon, or such other place as the parties hereto may mutually agree upon from time to time as agent for first parties, to be by said bank, or agent, paid to first parties from time to time; that portion of said parties of the second part, or their assigns, may be paid to said bank or such other source, as second parties may from time to time desire, that is approved by first parties if other than said Ontario Bank.

It is agreed as a condition hereof, that as soon as roads and other weather conditions will permit and enable said second parties or their assigns to get the necessary men and equipment on the ground, and in any event, not later than the 15th day of August, 1952, said second parties shall commence testing the said ground on said mining claim, and such testing shall continue with due and reasonable diligence so far as weather will permit, until a thorough test in the usual manner, commonly practised in said area where said mining claims are located, in making tests on placer mining claims for dragline or dredging purposes, such testing to be fully completed on or before the 1st day of December, 1952, and when said second parties have completed testing said ground, and in any event not later than December 15, 1952, they shall elect whether to proceed hereunder, and at once notify first

parties in writing of their election, and in the event of election to proceed under the provisions hereof, they shall at once install and commence operating, and thereafter diligently pursue mining operations on said mining claim__ by means of dredge or dragline and carry on the necessary procedure to recover the minerals and values from said mining claim__.

It is agreed that first parties may themselves, or through any other source they desire, go upon any or all mining claims and make independent tests, and also do any exploration or testing that first parties desire to do or have done thereon, short of mining operations on a large scale by means of a dredge or dragline. After said second parties have made their election, and elect to proceed with proper equipment to operate on said mining claim__ for the purpose of extracting and recovering minerals and monasite sands therefrom, then first parties shall have no further right to operate on said claim__ for the purpose of extracting and recovering minerals therefrom. It is agreed that any notice herein provided to be given to first parties by second parties, may be given to Raymond M. Carrey and George Denison at ~~FRANK D. RYAN, at Box 597~~, Weiser, Idaho, by mailing directly to him at said place, or by serving him personally therewith, and that any such notice so mailed or served shall be notice to all of first parties. The said first parties, however, reserve the right in the event of the death of said Raymond M. Carrey and George Denison ~~Frank D. Ryan~~, or if for any reason they desire to change the person or persons to whom such notice shall be given, they may in writing directed to said second parties or assigns, and served upon them, or any of them, or any officer of any corporation to whom second parties may assign this agreement, or to the person in charge for second parties, or their assigns of such mining operations, give a new designation of the person or persons upon whom such notice shall be served.

It is also understood and agreed that if second parties, or their assigns, elect to proceed further hereunder as aforesaid,

that they contemplate installing upon said mining claims herein described, a dredge or dragline and other suitable equipment to work such mining claims on a large scale, and to recover andseparate the monasite sands or other minerals and values therefrom, and that they shall begin the installation of such machinery and equipment on said group of placer mining claims covered by this lease, just as soon as practical after notifying the first parties, or their said agent as aforesaid, of their election to operate on the mining claims herein described, and second parties shall thereafter, with due and reasonable diligence, proceed to installation and completion, the necessary and proper machinery and equipment so that the same is ready for operation on the ground just as soon as it can be reasonably acquired and installed, weather conditions and roads permitting, after second parties have made their election as aforesaid. It being understood that second parties, or their assigns, shall have the right to determine on what claims, (if more than one), under this lease they shall first commence work upon, and that second parties shall have the right to be the judge as to where work shall progress, and second parties, by installing such machinery, and beginning and continuing diligently thereafter operations upon any of the claims so leased by them hereunder, shall keep this lease in good standing, and they shall continue such operations on the respective claims as they come to them in regular course of operations as said mining and dredging operations progress up or down the creek, as the case may be, notwithstanding to the contrary anything herein. After the installation of said machinery, equipment, etc., the said second parties, or their assigns, shall continuously (except for weather conditions which will not permit such operations, or other conditions beyond the control of those engaged in such mining operations) operate the same for the purpose of extracting therefrom all monasite sands, gold, metals, and other

minerals reasonably susceptible of extraction therefrom, by means of the installations as aforesaid, all work to be done in a good, careful, miner-like manner, and such as will enable second parties or their assigns to work said ground, and extract the greatest amount of values therefrom.

Second parties shall keep accurate books and records of extractions and recoveries of monasite sands and all other minerals and values extracted from said mining claims, and submit the report to said first parties, directed to their said agent or such person or agent as first parties shall elect and notify second parties, of each clean-up, and from time to time upon any reasonable request by the designated agent of first parties; that such agent or agents or attorney of first parties, shall at all times have access to the books, records, receipts, and papers of second parties, respecting all phases of said mining operation and recoveries of values therefrom, and first parties shall be entitled to have their said designated agent, engineer and/or attorney be present at each clean-up as first parties so desire, and at any other time to inspect the said ground and operation of said second parties or their assigns, such agent and/or engineer to have the right to test and measure said grounds and inspect said dredging or other operations, and test and weigh the monasite sands or other values extracted or recovered from said mining claims. Second parties agree, upon request of first parties or their said agent or attorney, to give at least five days notice of each such clean-up, if it can reasonably be done, or in any event, such reasonable notice as will enable said first parties or their agent or attorney or engineer to be present at any or all such clean-ups.

It is understood and agreed that second parties shall not be, in any way, the agent of first parties, nor have any authority to bind first parties, nor the ground or recoveries from any of said

claim__, for labor or material furnished in connection with said mining claim__, or operations thereon, by second parties, their assigns, or otherwise, and all accounts and charges for any operations and installations, or otherwise, with reference to said mining claims or operations thereon, shall be promptly paid by second parties, and second parties agree to promptly pay all claims and accounts, for machinery, tools, and equipment, and all installations installed or structures erected upon said mining claim___ and to save harmless and indemnify first parties from and against any and all claims, demands and liens of every character, as well as any expenses incurred in defending against any such demands or claims.

Second parties shall at all times maintain in proper place and position, all stakes and monuments marking the location of said claims and the boundaries thereof, as well as all location notices on said claims, and renew the same as necessary from time to time, and they shall perform or cause ot be performed, all labor, and make all expenditures and improvements upon said claims necessary to hold the same under the provisions of the laws of the United States, and of the State of Idaho, for the year 1953, and as long thereafter as second parties or their assigns shall operate said claim__ under this lease or any extention or modification thereof, and complete such assessment work at least thirty days prior to the time in which the same is required by law to be done and performed, and shall, prior to thirty days from the expiration of such time to make annual proofs of labor, cause to be filed with the County Recorder of Valley County, Idaho, the proper affidavits or affidavit of the performance of such labor and the making of such expenditures, in accordance with the laws applicable thereto and shall perform and expend upon said claim, or each of said claims (if there be more than one), at least $100.00 Dollars, in labor and improvements for the development thereof, except

in instances where proof of labor may be made on one claim in a group for the benefit of all claims in such group (if there be more than one), then second parties or their assigns may make their proof as to any claim in such group in an amount sufficient to cover all claims in the group, such agreement for annual labor and performance thereof being a part of the consideration herefor, and shall be and is an unconditional obligation of second parties.

A copy of this contract, executed by the parties hereto, as well as any assignment of interest, or change of interest, shall be deposited with the Ontario Branch of The United States National Bank at Ontario, ~~Idaho~~ Oregon, and such deposit shall be the instructions and authority of said bank to receive said rentals and royalties, and make and disburse all payments as herein provided to be made to first parties.

It is further agreed that in addition to all other payments herein provided to be made, second parties or their assigns shall pay all taxes levied or assessed upon or against said mining claims, and/or the improvements and equipment placed thereon, and upon any proceeds or profits derived from operating said property, including the said rentals and royalties, and any other levies or assessments made upon or against said property, or any thereof that may be required by the laws of the State of Idaho, or the United States of America.

It is further agreed, that if second parties shall fail to comply with any of the provisions hereof, to be by them performed, or if they shall fail to make said testing as and within the time as herein specified, or shall fail to install said dredge or dragline or other suitable equipment for such operation on the scale as herein provided and contemplated (unless prevented from so doing by legal order of a competent Court, or by other causes beyond their control, and which they cannot secure to be avoided, or set aside),

or to make any of the payments herein provided at the time and in the percentage amount of royalties as herein provided, they shall, at the option of first parties, or the said agent of first parties, be taken to have forfeited all further rights or interest hereunder or herein, and first parties shall thereafter be under no obligation on account hereof. In case of a breach by second parties, or his assigns, of any condition hereof, to be by them performed, or their failure to comply with any of the conditions hereof, then said first parties, or their designated agent or attorney, shall at the option of first parties, serve second parties, (or if second parties assign this contract, and their assignee is a corporation, then one of its principal officers or agent in charge of its operations) with a written notice of forfeiture, and thereon all rights of second parties or their assigns, arising out of or under this contract, shall immediately quit and surrender possession of said mining claim__, and cease all activity or operation thereon. In case of any such forfeiture, the said first parties shall retain as liquidated and stipulated damage all sums theretofore paid or due or accruing to first parties under the terms hereof. In the event of such forfeiture, second parties shall have the right to remove all installations and equipment so placed by them or their assigns on said claims, or any thereof, at any time within 60 days after such forfeiture is declared, and if not so removed within such time, the same shall revert to and become the property of first parties.

This lease and agreement is made with the understanding that the nature or character of the lands, or some thereof, where said mining claims are located, has not been definitely determined, and is given subject to any rights or superior claims to the mining rights, if any, that may be determined or established on any of said claims, they may, in the opinion of the attorney for first parties,

have in the mineral rights on any part of the land involved in and covered by this lease.

It is further understood and agreed that this lease and agreement is made subject to the right of first parties to amend any Location Notices, where it is later determined that such amendment should be made to conform to surveys and legal subdivisions hereafter made or determined, and it is agreed between the parties that any such changes or amended Location Notice or Notices shall be made when the facts are ascertained so as to include the proper land or area established by such survey and location of legal subdivision, and all the terms, conditions and agreements herein contained shall apply to all amended locations, the same as though they had originally been described in and embodied in this lease and agreement.

THIS AGREEMENT shall be binding upon and inure to the benefit of the executors, administrators, heirs, and/or successors, and assigns, of the respective parties hereto.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hand on the day and year first above written in this Lease and Agreement.

Raymond Carey

Myrtle Carey

George Denison

Helen Denison

Parties of the First Part

W Vandeventer

Parties of the Second Part

STATE OF IDAHO)
) ss:
County of Valley)

On this 24th day of June, 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond Carrey and Myrtle, his wife, George Denison and Helen Dension, his wife, and V. W. Vandeventer, Known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they 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.

Notary Public for said State:
Residing at Cascade Idaho
My Commission Expires Nov 24- 1953

STATE OF _____)
) ss:
County of _____)

On this _____ day of _____, 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

_____

known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for said State:
Residing at _____
My commission expires _____

LAW OFFICES
RYAN & RYAN
WEISER, IDAHO

44397

STATE OF IDAHO, } ss.
County of Valley. }

I hereby certify that this instrument was filed for record at the request of

U. W. Vandewetter

at 10 minutes past 9

o'clock a. M. this 14

day of July 1952

in my office and duly recorded in

Book 9 of Mtgs

at Page 187

Forest E. Pohl

Ex-Officio Recorder

By Bertha S. Pittman Deputy

Fee, $ 4.00

LAW OFFICES

RYAN & RYAN

WEISER, IDAHO

COMPARED ✓

INDEXED—DIRECT ✓

INDEXED—INDIRECT ✓

STAMPS AFFIXED $

MINING LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT, Made and entered into this 9th day of June, 1952, by and between R. M. CARREY and MYRTLE CARREY, his wife, & GEORGE DENISON and ~~MYRTLE~~ HELEN DENISON, his wife of Weiser, Idaho, and Frank D. Ryan and Luella Ryan, his wife, and Harold L. Ryan and Lila C. Ryan, his wife of Weiser, Idaho, PARTIES OF THE FIRST PART, and V. W. VANDEVENTER of 3832 Clinton Avenue, Fresno, California ~~xxx~~, PARTIES OF THE SECOND PART.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of ONE DOLLAR and other consideration DOLLARS, and other valuable considerations to them in hand paid by the second parties, receipt whereof is hereby acknowledged, and the agreements of second parties as herein contained to be done and performed, and for rentals and royalties herein reserved to first parties, do hereby lease, demise, and let unto the parties of the second part, for the term of ONE YEAR from date hereof (unless sooner terminated as herein provided), and for such longer period as the minerals hereinafter mentioned may be profitably removed from the mining claim hereinafter described, all their right and interest, in and to the following described group placer mining claims situated on both sides of Rapid Creek, in unorganized mining district, in VALLEY County, State of Idaho, said placer mining claim, being more particularly described as follows:

A certain placer mining claim, situate, lying and being on both sides of Rapid Creek, in Township 17 North, Range 4 East B. M., in Valley County, Idaho, as follows: Commencing at the Southwest corner of said claim, being the Corner monument No. 1, upon which location notice is posted; thence in a northerly direction 12,000 feet to corner monument No. 2, the Northwest corner of the claim; thence in an Easterly direction 600 feet to corner monument No. 3, the Northeast corner of the claim; thence in a Southerly direction 12,000 feet to corner monument No. 4, the Southeast corner monument

of the claim; thence in a Westerly direction 600 feet to Corner No. 1, the place of beginning. The said corner monument No. 1, is situated about 12,000 feet in a Southerly direction from the mouth of Paddy Creek. This claim contains approximately 160 acres, and is called "HALF MOON NO. 2". Which said mining claim is recorded in the office of the County Recorder of Valley County, Idaho, in Book 5 of Placer Mining Claims, at Page 438, reference thereto being hereby made for further particulars.

It is understood between the parties hereto that second party is going to apply through the DMEA of the United States, this being the Department which makes loans on mining property the character of that involved here, for the purpose of testing and exploration on said mining claim; and will apply for a government loan through the proper source to obtain an equipment loan on the character of equipment that second party proposes to use in dragline operation on said mining claim. Second party will use due diligence and use all dispatch in his application for the loans hereinabove referred to so as to obtain them, if they can be obtained, as quickly can reasonably be done, but it is understood that in the event, after second party has used due diligence, the determination of the proper government department on such loans is so slow in coming or is for any reason delayed, then it is agreed that the time in this lease fixed for second party to begin testing on said mining claim is hereby extended to the extent of the government delay, beyond the period herein fixed for beginning testing, and also, the same thing applied to the equipment loan hereinabove referred to.

source hereinafter specified, the sum and amount equal to TEN per cent (10 %) of the gross amount of all gold, metals, monasite sands, or other minerals or values extracted from said mining claim, or any thereof. (It being understood that for the sake of brevity, said monasite sands, gold and other minerals, out of which said percentage is to be paid to first parties, are hereinafter referred to as minerals, and by that term is meant all minerals and values recovered from said mining claims.)

It is further understood and agreed that all such minerals and other values extracted from said mining claim shall be cleaned up, separated out, and sent to such reduction works or places of sale or market as agreed upon by the parties, at least as often as once each calendar month, while said mining operations are in progress, and settlement shall be made as herein provided at least as often as once each calendar month, for all rentals, royalties, and values extracted from said ground or mining claim.

It is understood that the title to all the monasite sands or other minerals and values in the said ground or said mining claim,

or any thereof, or extracted therefrom, shall be and remain in first parties until the same is received at the reduction works or other place of market, as may be agreed upon by the parties, with instructions to remit the percent of the assay or sale values thereof to the parties of the first part or their assigns, as said first parties may be entitled thereto, under the percent of royalties and values as hereinbefore provided, and the remainder to the said second parties or their assigns. The said percent of royalties, or values so to be paid to the first parties, however, shall be paid to the Weiser Branch of the Idaho First National Bank at Weiser, Idaho, or such other place as the parties hereto may mutually agree upon from time to time as agent for first parties, to be by said bank, or agent, paid to first parties from time to time; that portion of said parties of the second part, or their assigns, may be paid to said bank or such other source, as second parties may from time to time desire, that is approved by first parties if other than said Weiser Bank.

It is agreed as a condition hereof, that as soon as roads and other weather conditions will permit and enable said second parties or their assigns to get the necessary men and equipment on the ground, and in any event, not later than the 1st day of October, 19 52, said second parties shall commence testing the said ground on said mining claim, and such testing shall continue with due and reasonable diligence so far as weather will permit, until a thorough test in the usual manner, commonly practised in said area where said mining claims are located, in making tests on placer mining claims for dragline or dredging purposes, such testing to be fully completed on or before the 1st day of December, 19 52, and when said second parties have completed testing said ground, and in any event not later than December 1st, 1952, they shall elect whether to proceed hereunder, and at once notify first

parties in writing of their election, and in the event of election to proceed under the provisions hereof, they shall at once install and commence operating, and thereafter diligently pursue mining operations on said mining claim__ by means of dredge or dragline and carry on the necessary procedure to recover the minerals and values from said mining claim__.

It is agreed that first parties may themselves, or through any other source they desire, go upon any or all mining claims and make independent tests, and also do any exploration or testing that first parties desire to do or have done thereon, short of mining operations on a large scale by means of a dredge or dragline. After said second parties have made their election, and elect to proceed with proper equipment to operate on said mining claim__ for the purpose of extracting and recovering minerals and monasite sands therefrom, then first parties shall have no further right to operate on said claim__ for the purpose of extracting and recovering minerals therefrom. It is agreed that any notice herein provided to be given to first parties by second parties, may be given to FRANK D. RYAN, at Box 587, Weiser, Idaho, by mailing directly to him at said place, or by serving him personally therewith, and that any such notice so mailed or served shall be notice to all of first parties. The said first parties, however, reserve the right in the event of the death of said Frank D. Ryan, or if for any reason they desire to change the person or persons to whom such notice shall be given, they may in writing directed to said second parties or assigns, and served upon them, or any of them, or any office of any corporation to whom second parties may assign this agreement, or to the person in charge for second parties, or their assigns of such mining operations, give a new designation of the person or persons upon whom such notice shall be served.

It is also understood and agreed that if second parties, or their assigns, elect to proceed further hereunder as aforesaid,

that they contemplate installing upon said mining claims herein described, a dredge or dragline and other suitable equipment to work such mining claims on a large scale, and to recover and separate the monazite sands or other minerals and values therefrom, and that they shall begin the installation of such machinery and equipment on said group of placer mining claims covered by this lease, just as soon as practical after notifying the first parties, or their said agent as aforesaid, of their election to operate on the mining claims herein described, and second parties shall thereafter, with due and reasonable diligence, proceed to installation and completion, the necessary and proper machinery and equipment so that the same is ready for operation on the ground just as soon as it can be reasonably acquired and installed, weather conditions and roads permitting, after second parties have made their election as aforesaid. It being understood that second parties, or their assigns, shall have the right to determine on what claims, (if more than one), under this lease they shall first commence work upon, and that second parties shall have the right to be the judge as to where work shall progress, and second parties, by installing such machinery, and beginning and continuing diligently thereafter operations upon any of the claims so leased by them hereunder, shall keep this lease in good standing, and they shall continue such operations on the respective claims as they come to them in regular course of operations as said mining and dredging operations progress up or down the creek, as the case may be, notwithstanding to the contrary anything herein. After the installation of said machinery, equipment, etc., the said second parties, or their assigns, shall continuously (except for weather conditions which will not permit such operations, or other conditions beyond the control of those engaged in such mining operations) operate the same for the purpose of extracting therefrom all monazite sands, gold, metals, and other

minerals reasonably susceptible of extraction therefrom, by means of the installations as aforesaid, all work to be done in a good, careful, miner-like manner, and such as will enable second parties or their assigns to work said ground, and extract the greatest amount of values therefrom.

Second parties shall keep accurate books and records of extractions and recoveries of monasite sands and all other minerals and values extracted from said mining claims, and submit the report to said first parties, directed to their said agent or such person or agent as first parties shall elect and notify second parties, of each clean-up, and from time to time upon any reasonable request by the designated agent of first parties; that such agent or agents or attorney of first parties, shall at all times have access to the books, records, receipts, and papers of second parties, respecting all phases of said mining operation and recoveries of values therefrom, and first parties shall be entitled to have their said designated agent, engineer and/or attorney be present at each clean-up as first parties so desire, and at any other time to inspect the said ground and operation of said second parties or their assigns, such agent and/or engineer to have the right to test and measure said grounds and inspect said dredging or other operations, and test and weigh the monasite sands or other values extracted or recovered from said mining claims. Second parties agree, upon request of first parties or their said agent or attorney, to give at least five days notice of each such clean-up, if it can reasonably be done, or in any event, such reasonable notice as will enable said first parties or their agent or attorney or engineer to be present at any or all such clean-ups.

It is understood and agreed that second parties shall not be, in any way, the agent of first parties, nor have any authority to bind first parties, nor the ground or recoveries from any of said

claim__, for labor or material furnished in connection with said mining claim__, or operations thereon, by second parties, their assigns, or otherwise, and all accounts and charges for any operations and installations, or otherwise, with reference to said mining claims or operations thereon, shall be promptly paid by second parties, and second parties agree to promptly pay all claims and accounts, for machinery, tools, and equipment, and all installations installed or structures erected upon said mining claim___ and to save harmless and indemnify first parties from and against any and all claims, demands and liens of every character, as well as any expenses incurred in defending against any such demands or claims.

Second parties shall at all times maintain in proper place and position, all stakes and monuments marking the location of said claims and the boundaries thereof, as well as all location notices on said claims, and renew the same as necessary from time to time, and they shall perform or cause ot be performed, all labor, and make all expenditures and improvements upon said claims necessary to hold the same under the provisions of the laws of the United States, and of the State of Idaho, for the year 1952, and as long thereafter as second parties or their assigns shall operate said claim__ under this lease or any extention or modification thereof, and complete such assessment work at least thirty days prior to the time in which the same is required by law to be done and performed, and shall, prior to thirty days from the expiration of such time to make annual proofs of labor, cause to be filed with the County Recorder of VALLEY County, Idaho, the proper affidavits or affidavit of the performance of such labor and the making of such expenditures, in accordance with the laws applicable thereto and shall perform and expend upon said claim, or each of said claims (if there be more than one), at least $100.00 Dollars, in labor and improvements for the development thereof, except

in instances where proof of labor may be made on one claim in a group for the benefit of all claims in such group (if there be more than one), then second parties or their assigns may make their proof as to any claim in such group in an amount sufficient to cover all claims in the group, such agreement for annual labor and performance thereof being a part of the consideration herefor, and shall be and is an unconditional obligation of second parties.

A copy of this contract, executed by the parties hereto, as well as any assignment of interest, or change of interest, shall be deposited with the Weiser Branch of the Idaho First National Bank at Weiser, Idaho, and such deposit shall be the instructions and authority of said bank to receive said rentals and royalties, and make and disburse all payments as herein provided to be made to first parties.

It is further agreed that in addition to all other payments herein provided to be made, second parties or their assigns shall pay all taxes levied or assessed upon or against said mining claims, and/or the improvements and equipment placed thereon, and upon any proceeds or profits derived from operating said property, including the said rentals and royalties, and any other levies or assessments made upon or against said property, or any thereof that may be required by the laws of the State of Idaho, or the United States of America.

It is further agreed, that if second parties shall fail to comply with any of the provisions hereof, to be by them performed, or if they shall fail to make said testing as and within the time as herein specified, or shall fail to install said dredge or dragline or other suitable equipment for such operation on the scale as herein provided and contemplated (unless prevented from so doing by legal order of a competent Court, or by other causes beyond their control, and which they cannot secure to be avoided, or set aside),

or to make any of the payments herein provided at the time and in the percentage amount of royalties as herein provided, they shall, at the option of first parties, or the said agent of first parties, be taken to have forfeited all further rights or interest hereunder or herein, and first parties shall thereafter be under no obligation on account hereof. In case of a breach by second parties, or his assigns, of any condition hereof, to be by them performed, or their failure to comply with any of the conditions hereof, then said first parties, or their designated agent or attorney, shall at the option of first parties, serve second parties, (or if second parties assign this contract, and their assignee is a corporation, then one of its principal officers or agent in charge of its operations) with a written notice of forfeiture, and thereon all rights of second parties or their assigns, arising out of or under this contract, shall immediately quit and surrender possession of said mining claim__, and cease all activity or operation thereon. In case of any such forfeiture, the said first parties shall retain as liquidated and stipulated damage all sums theretofore paid or due or accruing to first parties under the terms hereof. In the event of such forfeiture, second parties shall have the right to remove all installations and equipment so placed by them or their assigns on said claims, or any thereof, at any time within ___thirty___ days after such forfeiture is declared, and if not so removed within such time, the same shall revert to and become the property of first parties.

This lease and agreement is made with the understanding that the nature or character of the lands, or some thereof, where said mining claims are located, has not been definitely determined, and is given subject to any rights or superior claims to the mining rights, if any, that may be determined or established on any of said claims, they may, in the opinion of the attorney for first parties,

have in the mineral rights on any part of the land involved in and covered by this lease.

It is further understood and agreed that this lease and agreement is made subject to the right of first parties to amend any Location Notices, where it is later determined that such amendment should be made to conform to surveys and legal subdivisions hereafter made or determined, and it is agreed between the parties that any such changes or amended Location Notice or Notices shall be made when the facts are ascertained so as to include the proper land or area established by such survey and location of legal subdivision, and all the terms, conditions and agreements herein contained shall apply to all amended locations, the same as though they had originally been described in and embodied in this lease and agreement.

THIS AGREEMENT shall be binding upon and inure to the benefit of the executors, administrators, heirs, and/or successors, and assigns, of the respective parties hereto.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hand on the day and year first above written in this Lease and Agreement.

Frank L Ryan
Lucilla Ryan
Russell L. Ryan
Lila C. Ryan

Parties of the First Part and

H M Carey
Myrle Carey
George D Denison
Helen Denison

Parties of the First Part

W Vandeventer

Parties of the Second Part

STATE OF IDAHO)
) ss:
County of WASHINGTON)

On this 9th day of June, 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared R. M. CARREY & MYRTLE CARREY, his wife, and GEORGE DENISON & HELEN DENISON, his wife, and FRANK D. RYAN and LUELLA RYAN, his wife and HAROLD L. RYAN and LILA C. RYAN, his wife, Known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they 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.

Notary Public for said State:
Residing at Weiser, Idaho
My Commission Expires 6-15-52

STATE OF IDAHO)
) ss:
County of Washington)

On this 9th day of June, 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared V. W. VANDEVENTER

known to me to be the persons whose names ~~are~~ subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public for said State:
Residing at Weiser, Idaho
My commission expires 6-15-52

MINING LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT, Made and entered into this 24th day of June, 1952, by and between Raymond Carrey and Myrtle Carrey, his wife, of Weiser, Idaho, and George Denison and Helen Denison, his wife of Weiser, Idaho, PARTIES OF THE FIRST PART, and V. W. Vandeventer of Fresno, California, PARTIES OF THE SECOND PART,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of $1.00 DOLLARS, and other valuable considerations to them in hand paid by the second parties, receipt whereof is hereby acknowledged, and the agreements of second parties as herein contained to be done and performed, and for rentals and royalties herein reserved to first parties, do hereby lease, demise, and let unto the parties of the second part, for the term of three years from date hereof (unless sooner terminated as herein provided), and for such longer period as the minerals hereinafter mentioned may be profitably removed from the mining claim hereinafter described, all their right and interest, in and to the following described group placer mining claims situated on Kennally Creek, in un organized mining district, in Valley County, State of Idaho, said placer mining claim, being more particularly described as follows:

HALF MOON # 3 Placer mining claim comprising 160 acres, on both sides of Kinnelly Creek, in Township 17 North Range 4 East of B. M., in Valley County, Idaho, recorded in Valley County Records Book No. 5 page 439.

Parties of first part will extend to parties of the second part an extension if necessary, on date to start testing caused by delay of getting approval of loan of D.M.E.A. Same holds true on date to commence mining operations because of equipment loan from government. If no loan is obtained parties of the second part will notify parties of the first part. Parties of the second part will pay to parties of the first part $5,000.00 advanced royalty thirty days after the approval and granting of equipment loan from United States Government.

And as rentals and royalties therefor, it is understood and agreed that said parties of the second part, or their assigns, shall pay unto the parties of the first part, through and at the source hereinafter specified, the sum and amount equal to ten per cent (10%) of the gross amount of all gold, metals, monasite sands, or other minerals or values extracted from said mining claim___, or any thereof. (It being understood that for the sake of brevity, said monasite sands, gold and other minerals, out of which said percentage is to be paid to first parties, are hereinafter referred to as minerals, and by that term is meant all minerals and values recovered from said mining claims.)

It is further understood and agreed that all such minerals and other values extracted from said mining claim shall be cleaned up, separated out, and sent to such reduction works or places of sale or market as agreed uponnby the parties, at least as often as once each calendar month, while said mining operations are in progress, and settlement shall be made as herein provided at least as often as once each calendar month, for all rentals, royalties, and values extracted from said ground or mining claim__.

It is understood that the title to all the monasite sands or other minerals and values in the said ground on said mining claim__,

or any thereof, or extracted therefrom, shall be and remain in first parties until the same is received at the reduction works or other place of market, as may be agreed upon by the parties, with instructions to remit the percent of the assay or sale values thereof to the parties of the first part or their assigns, as said first parties may be entitled thereto, under the percent of royalties and values as hereinbefore provided, and the remainder to the said second parties or their assigns. The said percent of royalties, or values so to be paid to the first parties, however, shall be paid to the Ontario Branch of The United State National Bank at Ontario, Oregon, or such other place as the parties hereto may mutually agree upon from time to time as agent for first parties, to be by said bank, or agent, paid to first parties from time to time; that portion of said parties of the second part, or their assigns, may be paid to said bank or such other source, as second parties may from time to time desire, that is approved by first parties if other than said Ontario, Bank.

It is agreed as a condition hereof, that as soon as roads and other weather conditions will permit and enable said second parties or their assigns to get the necessary men and equipment on the ground, and in any event, not later than the 15th day of August, 19 52, said second parties shall commence testing the said ground on said mining claim, and such testing shall continue with due and reasonable diligence so far as weather will permit, until a thorough test in the usual manner, commonly practised in said area where said mining claims are located, in making tests on placer mining claims for dragline or dredging purposes, such testing to be fully completed on or before the 1st day of December, 19 52, and when said second parties have completed testing said ground, and in any event not later than December 15, 1952, they shall elect whether to proceed hereunder, and at once notify first

parties in writing of their election, and in the event of election to proceed under the provisions hereof, they shall at once install and commence operating, and thereafter diligently pursue mining operations on said mining claim__ by means of dredge or dragline and carry on the necessary procedure to recover the minerals and values from said mining claim__.

It is agreed that first parties may themselves, or through any other source they desire, go upon any or all mining claims and make independent tests, and also do any exploration or testing that first parties desire to do or have done thereon, short of mining operations on a large scale by means of a dredge or dragline. After said second parties have made their election, and elect to proceed with proper equipment to operate on said mining claim__ for the purpose of extracting and recovering minerals and monasite sands therefrom, then first parties shall have no further right to operate on said claim__ for the purpose of extracting and recovering minerals therefrom. It is agreed that any notice herein provided to be given to first parties by second parties, may be given to Raymond M. Carrey and George Denison at Weiser, [redacted], Idaho, by mailing directly to him at said place, or by serving him personally therewith, and that any such notice so mailed or served shall be notice to all of first parties. The said first parties, however, reserve the right in the event of the death of said Raymond M. Carrey and George Denison [redacted], or if for any reason they desire to change the person or persons to whom such notice shall be given, they may in writing directed to said second parties or assigns, and served upon them, or any of them, or any officer of any corporation to whom second parties may assign this agreement, or to the person in charge for second parties, or their assigns of such mining operations, give a new designation of the person or persons upon whom such notice shall be served.

It is also understood and agreed that if second parties, or their assigns, elect to proceed further hereunder as aforesaid,

that they contemplate installing upon said mining claims herein described, a dredge or dragline and other suitable equipment to work such mining claims on a large scale, and to recover andseparate the monasite sands or other minerals and values therefrom, and that they shall begin the installation of such machinery and equipment on said group of placer mining claims covered by this lease, just as soon as practical after notifying the first parties, or their said agent as aforesaid, of their election to operate on the mining claims herein described, and second parties shall thereafter, with due and reasonable diligence, proceed to installation and completion, the necessary and proper machinery and equipment so that the same is ready for operation on the ground just as soon as it can be reasonably acquired and installed, weather conditions and roads permitting, after second parties have made their election as aforesaid. It being understood that second parties, or their assigns, shall have the right to determine on what claims, (if more than one), under this lease they shall first commence work upon, and that second parties shall have the right to be the judge as to where work shall progress, and second parties, by installing such machinery, and beginning and continuing diligently thereafter operations upon any of the claims so leased by them hereunder, shall keep this lease in good standing, and they shall continue such operations on the respective claims as they come to them in regular course of operations as said mining and dredging operations progress up or down the creek, as the case may be, notwithstanding to the contrary anything herein. After the installation of said machinery, equipment, etc., the said second parties, or their assigns, shall continuously (except for weather conditions which will not permit such operations, or other conditions beyond the control of those engaged in such mining operations) operate the same for the purpose of extracting therefrom all monasite sands, gold, metals, and other

minerals reasonably susceptible of extraction therefrom, by means of the installations as aforesaid, all work to be done in a good, careful, miner-like manner, and such as will enable second parties or their assigns to work said ground, and extract the greatest amount of values therefrom.

Second parties shall keep accurate books and records of extractions and recoveries of monasite sands and all other minerals and values extracted from said mining claims, and submit the report to said first parties, directed to their said agent or such person or agent as first parties shall elect and notify second parties, of each clean-up, and from time to time upon any reasonable request by the designated agent of first parties; that such agent or agents or attorney of first parties, shall at all times have access to the books, records, receipts, and papers of second parties, respecting all phases of said mining operation and recoveries of values therefrom, and first parties shall be entitled to have their said designated agent, engineer and/or attorney be present at each clean-up as first parties so desire, and at any other time to inspect the said ground and operation of said second parties or their assigns, such agent and/or engineer to have the right to test and measure said grounds and inspect said dredging or other operations, and test and weigh the monasite sands or other values extracted or recovered from said mining claims. Second parties agree, upon request of first parties or their said agent or attorney, to give at least five days notice of each such clean-up, if it can reasonably be done, or in any event, such reasonable notice as will enable said first parties or their agent or attorney or engineer to be present at any or all such clean-ups.

It is understood and agreed that second parties shall not be, in any way, the agent of first parties, nor have any authority to bind first parties, nor the ground or recoveries from any of said

claim__, for labor or material furnished in connection with said mining claim__, or operations thereon, by second parties, their assigns, or otherwise, and all accounts and charges for any operations and installations, or otherwise, with reference to said mining claims or operations thereon, shall be promptly paid by second parties, and second parties agree to promptly pay all claims and accounts, for machinery, tools, and equipment, and all installations installed or structures erected upon said mining claim___ and to save harmless and indemnify first parties from and against any and all claims, demands and liens of every character, as well as any expenses incurred in defending against any such demands or claims.

Second parties shall at all times maintain in proper place and position, all stakes and monuments marking the location of said claims and the boundaries thereof, as well as all location notices on said claims, and renew the same as necessary from time to time, and they shall perform or cause ot be performed, all labor, and make all expenditures and improvements upon said claims necessary to hold the same under the provisions of the laws of the United States, and of the State of Idaho, for the year 1953, and as long thereafter as second parties or their assigns shall operate said claim__ under this lease or any extention or modification thereof, and complete such assessment work at least thirty days prior to the time in which the same is required by law to be done and performed, and shall, prior to thirty days from the expiration of such time to make annual proofs of labor, cause to be filed with the County Recorder of Valley County, Idaho, the proper affidavits or affidavit of the performance of such labor and the making of such expenditures, in accordance with the laws applicable thereto and shall perform and expend upon said claim, or each of said claims (if there be more than one), at least $100.00 Dollars, in labor and improvements for the development thereof, except

in instances where proof of labor may be made on one claim in a group for the benefit of all claims in such group (if there be more than one), then second parties or their assigns may make their proof as to any claim in such group in an amount sufficient to cover all claims in the group, such agreement for annual labor and performance thereof being a part of the consideration herefor, and shall be and is an unconditional obligation of second parties.

A copy of this contract, executed by the parties hereto, as well as any assignment of interest, or change of interest, shall be deposited with the Ontario Branch of The United States National Bank at Ontario, ~~Idaho~~ Oregon, and such deposit shall be the instructions and authority of said bank to receive said rentals and royalties, and make and disburse all payments as herein provided to be made to first parties.

It is further agreed that in addition to all other payments herein provided to be made, second parties or their assigns shall pay all taxes levied or assessed upon or against said mining claims, and/or the improvements and equipment placed thereon, and upon any proceeds or profits derived from operating said property, including the said rentals and royalties, and any other levies or assessments made upon or against said property, or any thereof that may be required by the laws of the State of Idaho, or the United States of America.

It is further agreed, that if second parties shall fail to comply with any of the provisions hereof, to be by them performed, or if they shall fail to make said testing as and within the time as herein specified, or shall fail to install said dredge or dragline or other suitable equipment for such operation on the scale as herein provided and contemplated (unless prevented from so doing by legal order of a competent Court, or by other causes beyond their control, and which they cannot secure to be avoided, or set aside),

or to make any of the payments herein provided at the time and in the percentage amount of royalties as herein provided, they shall, at the option of first parties, or the said agent of first parties, be taken to have forfeited all further rights or interest hereunder or herein, and first parties shall thereafter be under no obligation on account hereof. In case of a breach by second parties, or his assigns, of any condition hereof, to be by them performed, or their failure to comply with any of the conditions hereof, then said first parties, or their designated agent or attorney, shall at the option of first parties, serve second parties, (or if second parties assign this contract, and their assignee is a corporation, then one of its principal officers or agent in charge of its operations) with a written notice of forfeiture, and thereon all rights of second parties or their assigns, arising out of or under this contract, shall immediately quit and surrender possession of said mining claim__, and cease all activity or operation thereon. In case of any such forfeiture, the said first parties shall retain as liquidated and stipulated damage all sums theretofore paid or due or accruing to first parties under the terms hereof. In the event of such forfeiture, second parties shall have the right to remove all installations and equipment so placed by them or their assigns on said claims, or any thereof, at any time within 60 days after such forfeiture is declared, and if not so removed within such time, the same shall revert to and become the property of first parties.

This lease and agreement is made with the understanding that the nature or character of the lands, or some thereof, where said mining claims arelocated, has not been definitely determined, and is given subject to any rights or superior claims to the mining rights, if any, that may be determined or established on any of said claims, they may, in the opinion of the attorney for first parties,

have in the mineral rights on any part of the land involved in and covered by this lease.

It is further understood and agreed that this lease and agreement is made subject to the right of first parties to amend any Location Notices, where it is later determined that such amendment should be made to conform to surveys and legal subdivisions hereafter made or determined, and it is agreed between the parties that any such changes or amended Location Notice or Notices shall be made when the facts are ascertained so as to include the proper land or area established by such survey and location of legal subdivision, and all the terms, conditions and agreements herein contained shall apply to all amended locations, the same as though they had originally been described in and embodied in this lease and agreement.

THIS AGREEMENT shall be binding upon and inure to the benefit of the executors, administrators, heirs, and/or successors, and assigns, of the respective parties hereto.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hand on the day and year first above written in this Lease and Agreement.

Raymond Carey

Myrtle Carey

George Denison

Helen Denison

Parties of the First Part

O. Vandeventer

Parties of the Second Part

STATE OF IDAHO)
) ss:
County of Valley)

On this 24th day of June, 1952, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond Carrey and Myrtle Carrey, his wife, George Denison and Helen Dension, his wife, and V. W. Vandeventer, Known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they 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.

C J Greenhut
Notary Public for said State:
Residing at Cascade Idaho
My Commission Expires Nov 24-1953

STATE OF IDAHO,) SS.
County of Valley.)

I, Forest E. Robb, Recorder in and for Valley County, Idaho, DO HERBEY CERTIFY AND DECLARE that I have compared the foregoing Mining Lease And Agreement with the record of such Instrument in my office, which instrument is (filed and indexed) (Recorded) in Book 9 of Miscellaneous, at page 187, and that the foregoing is a true and correct copy of such record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 16th day of July, 19 52.

Forest E. Robb
Ex-Officio Recorder
Valley County, Idaho
By Bertha G. Patterson
Deputy

Notary Public for said State:
Residing at
My commission expires

LAW OFFICES
RYAN & RYAN
WEISER, IDAHO

LAW OFFICES
RYAN & RYAN
WEISER, IDAHO

44397

STATE OF IDAHO } ss.
County of Valley. }

I hereby certify that this instrument was filed for record at the request of

V. W. Vandeveter

at 10 minutes past 9

o'clock A. M. this 14

day of July 19 52

in my office and duly recorded in

Book 9 of Misc.

at Page 187

Forest E. Robb
Ex-Officio Recorder

By Bertha C. Patterson Deputy

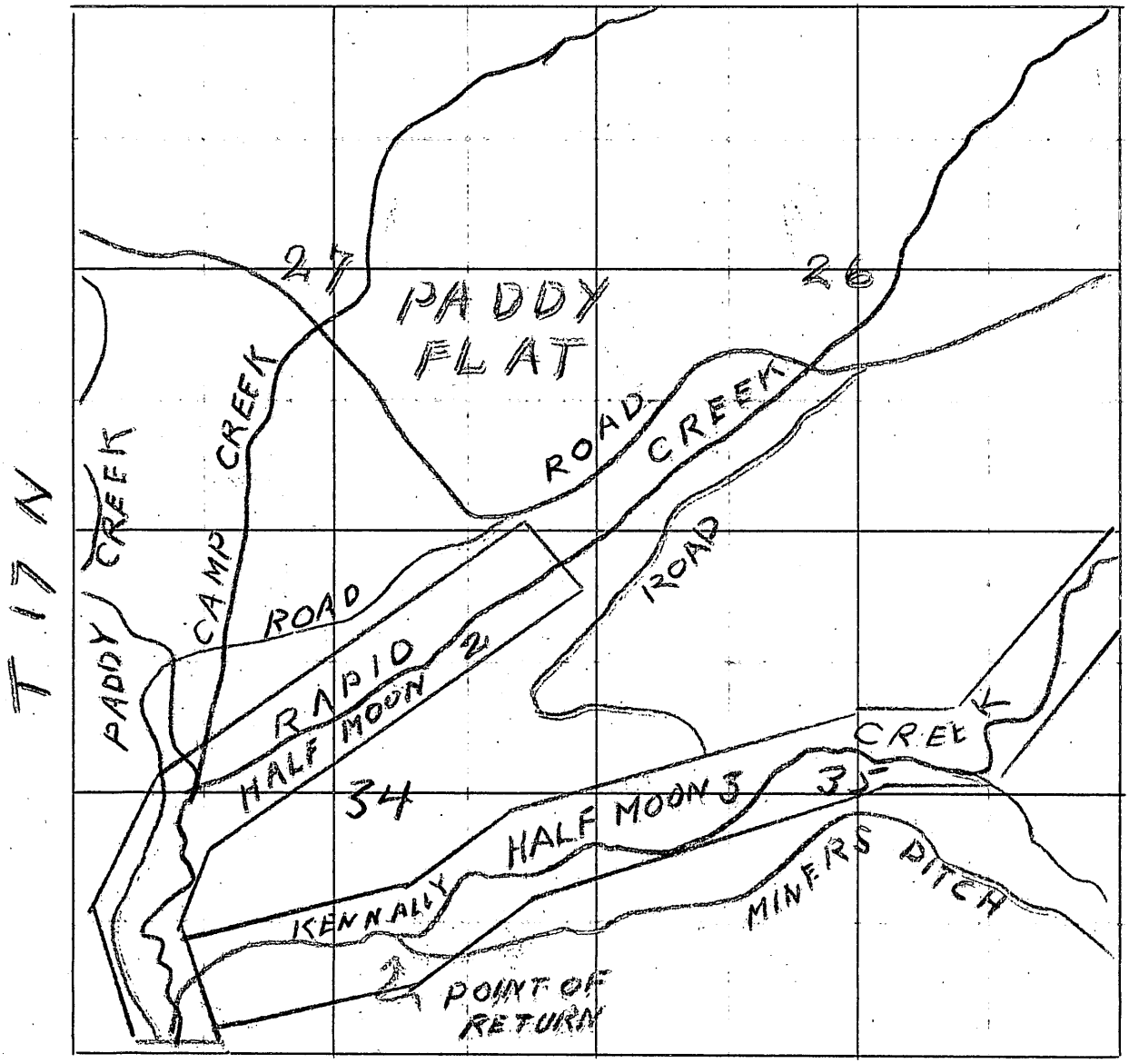
Fee, $4.00

LAW OFFICES
RYAN & RYAN
WEISER, IDAHO

COMPARED ✓
INDEXED—DIRECT ✓
INDEXED—INDIRECT ✓
ENTERED ADDRESS

SKETCH MAP OF
HALF MOON CLAIMS

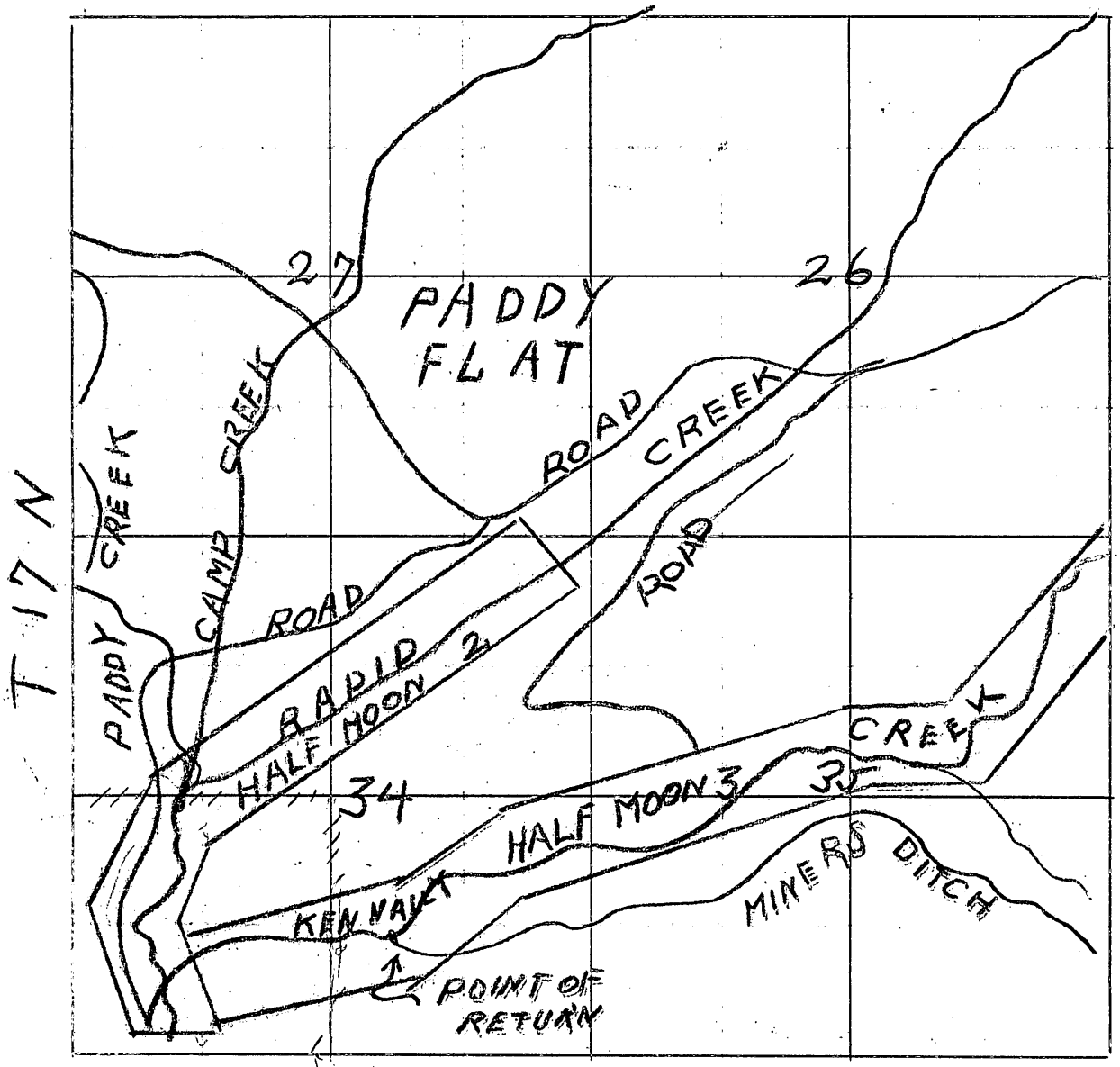
V W VANDEVENTER
3832 CLINTON AVE
FRESNO CALIF



SCALE 3" = 1 MILE

SKETCH MAP OF
HALF MOON CLAIMS

V W VANDEVENTER
3832 CLINTON AVE
FRESNO CALIF



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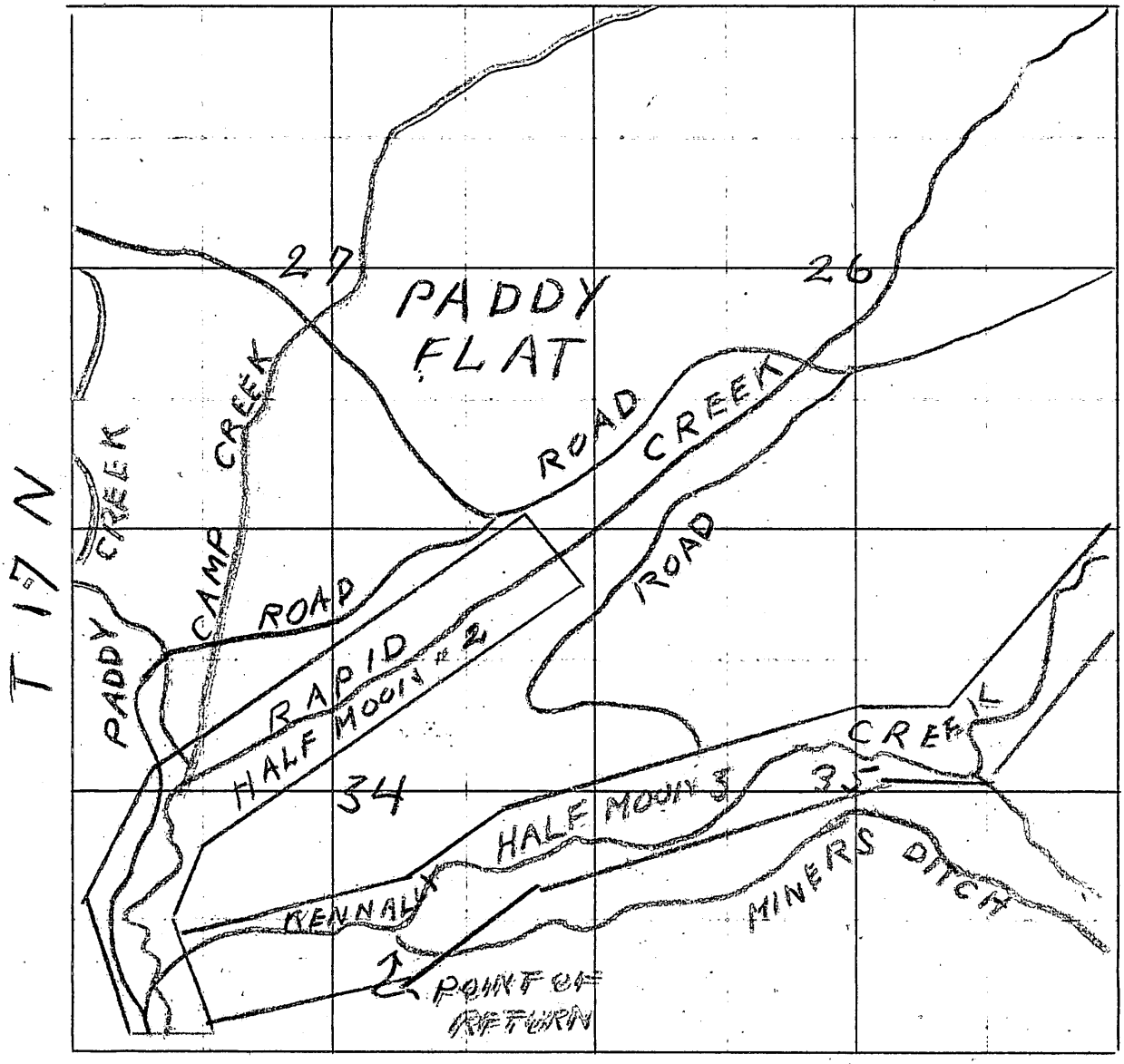

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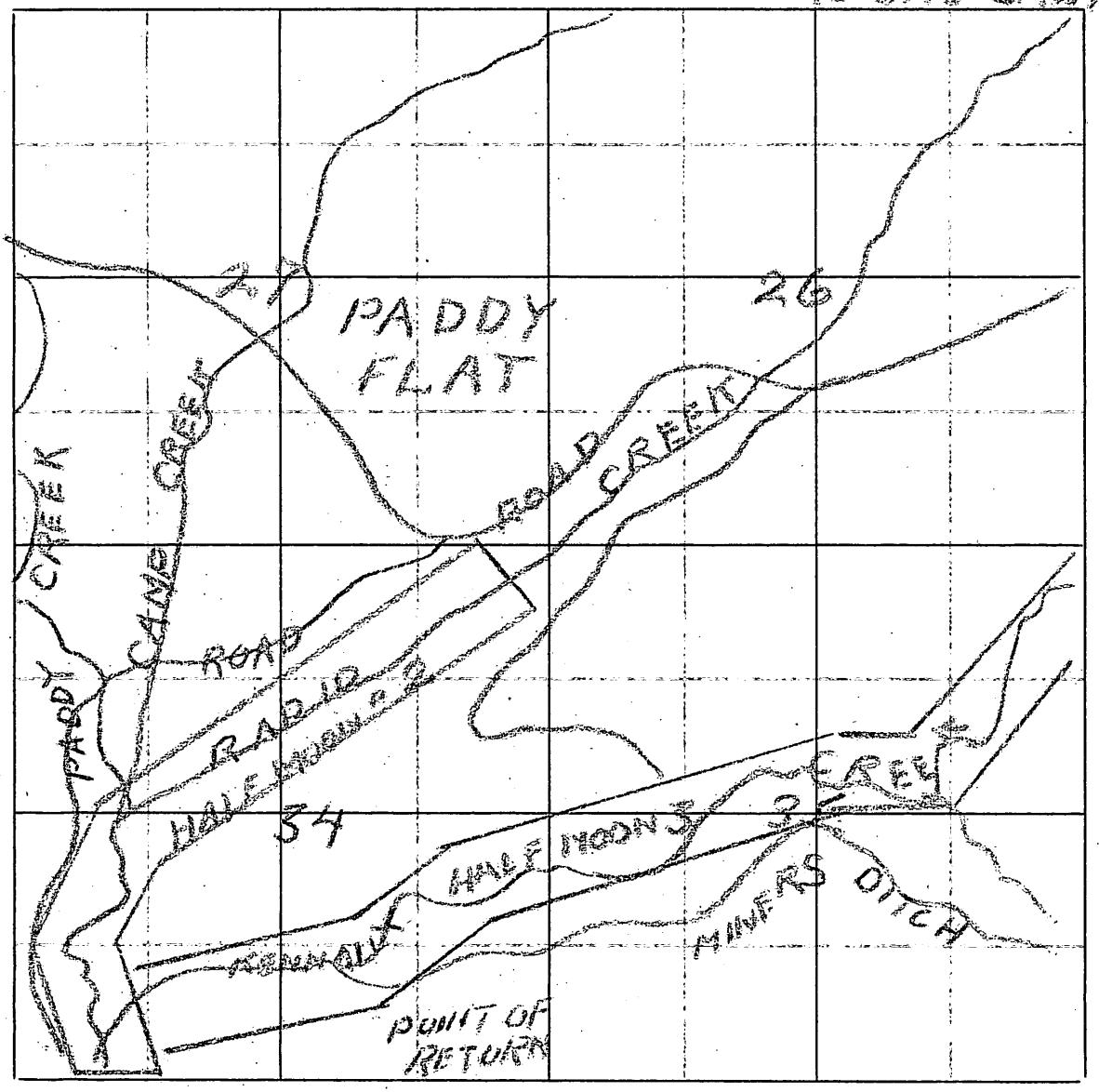

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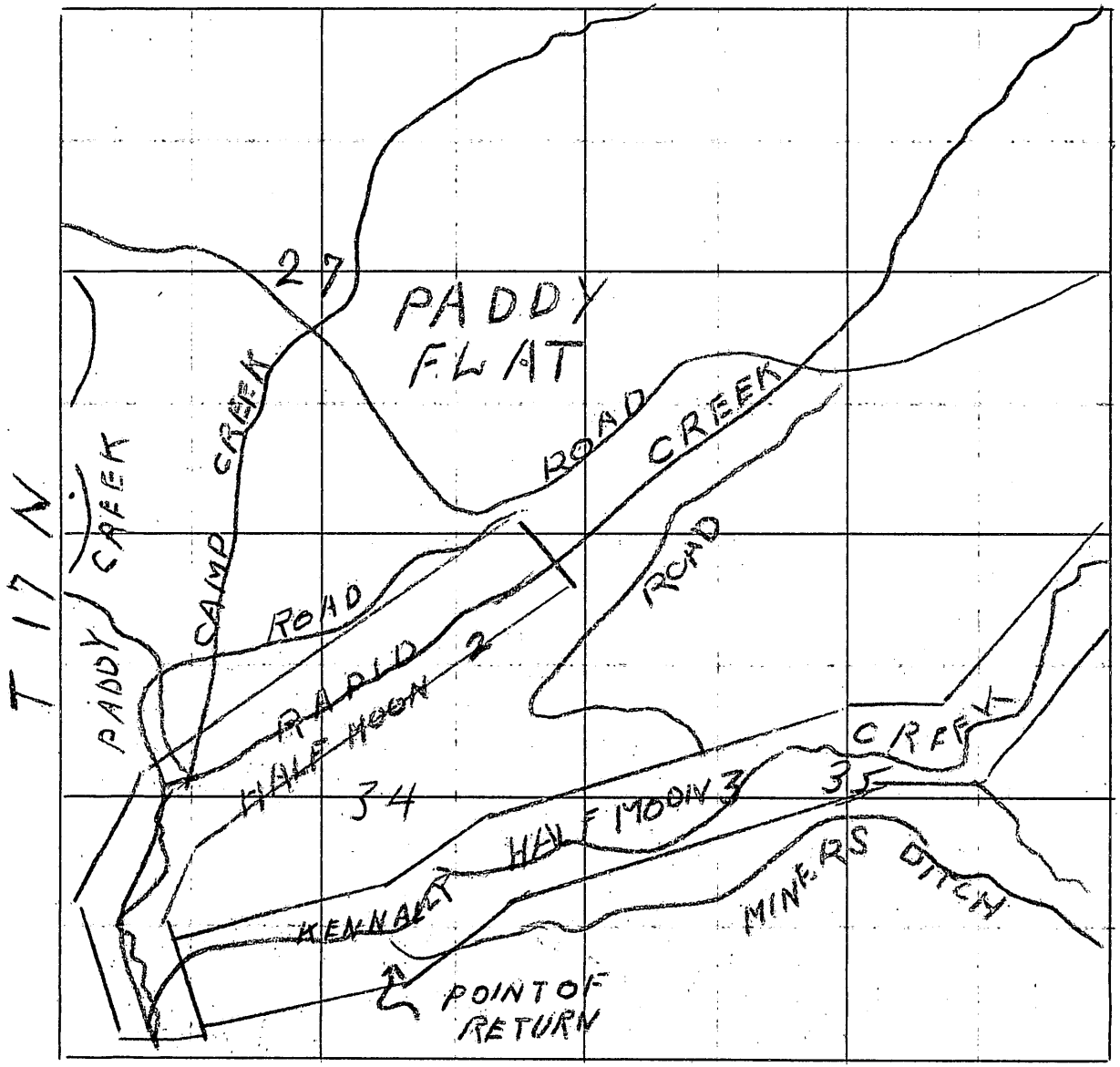

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HALF MOON CLAIMS

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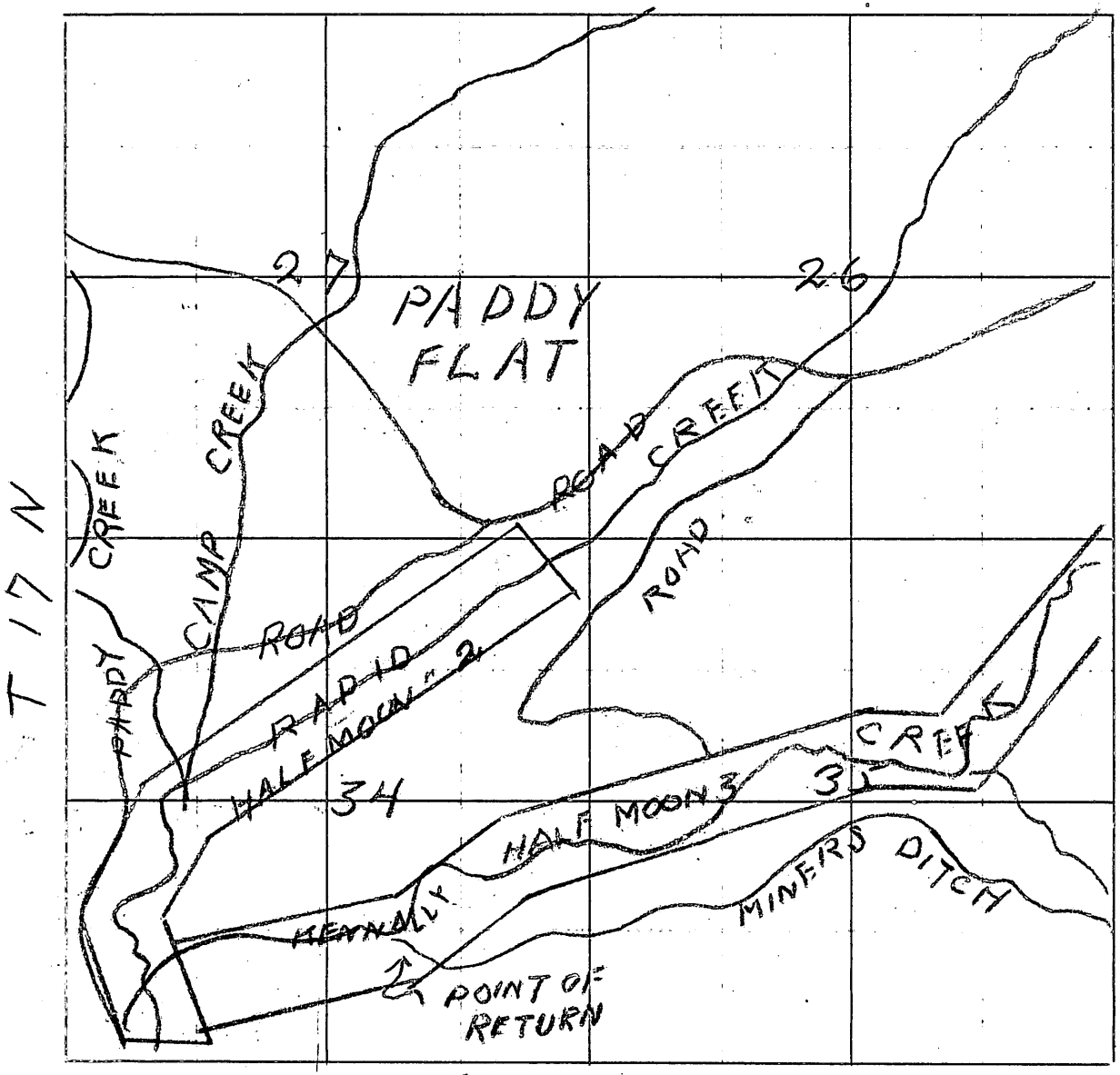
FRESNO CALIF



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SKETCH MAP OF
HALF MOON CLAIMS

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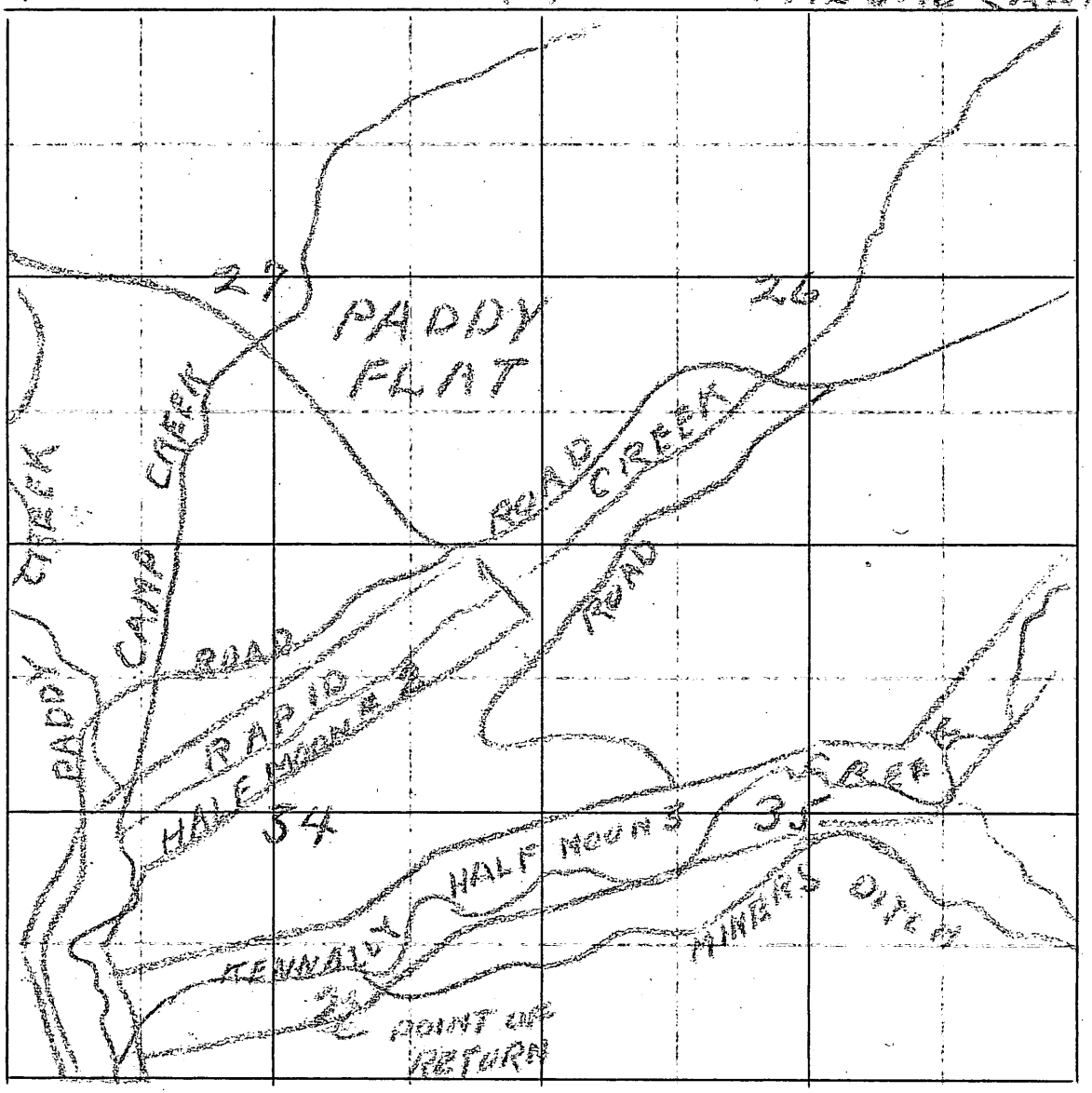
FRESNO CALIF



SCALE 3" = 1 MILE

SKETCH MAP OF
HALF MOON CLAIMS

V W VANDEVENTER
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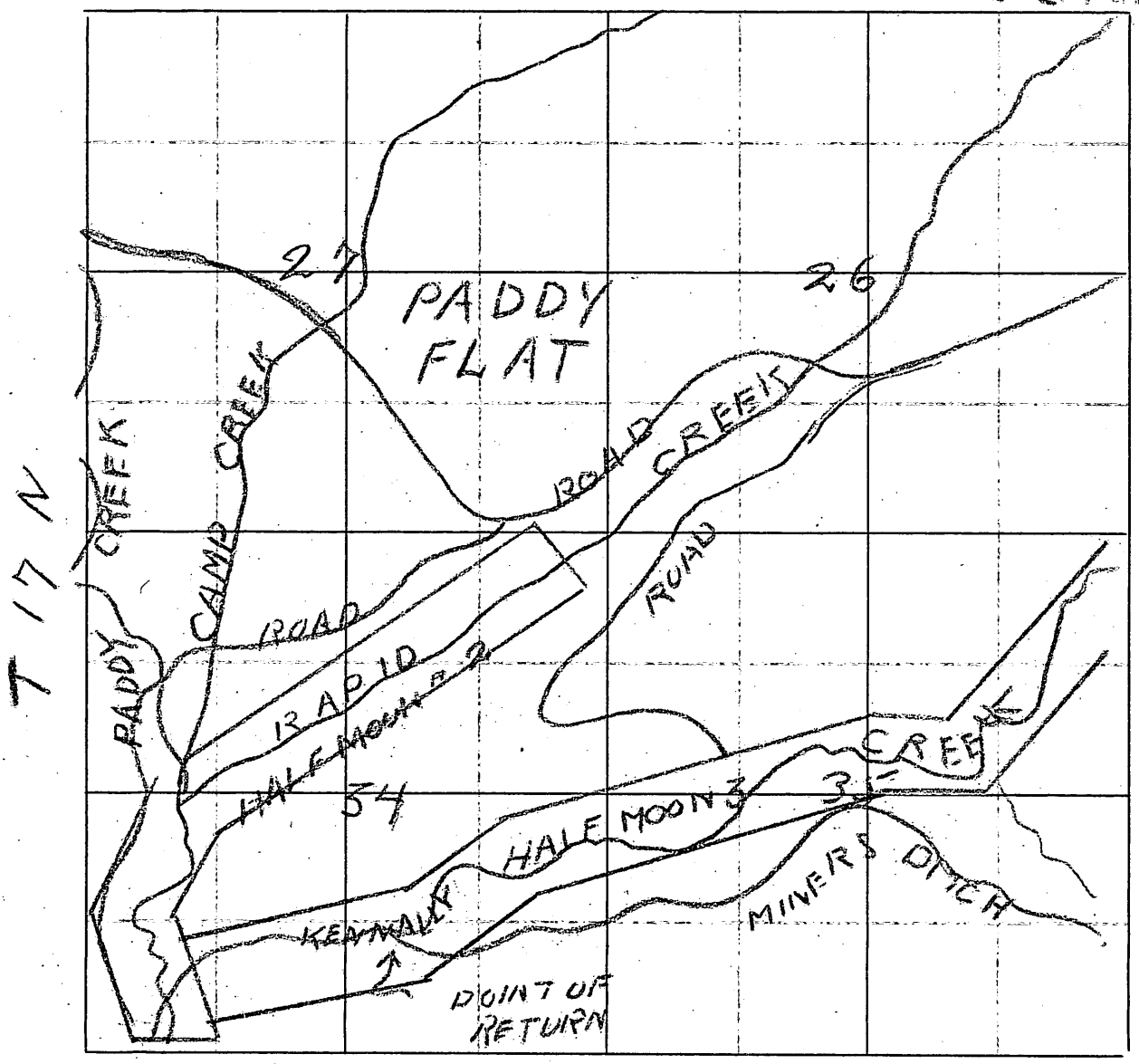
FRESNO CALIF



SCALE 3" = 1 MILE

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
157 HOWARD ST.
Spokane 8, Wash.

U. S. GEOLOGICAL SURVEY
157 HOWARD ST.
Spokane 8, Wash.

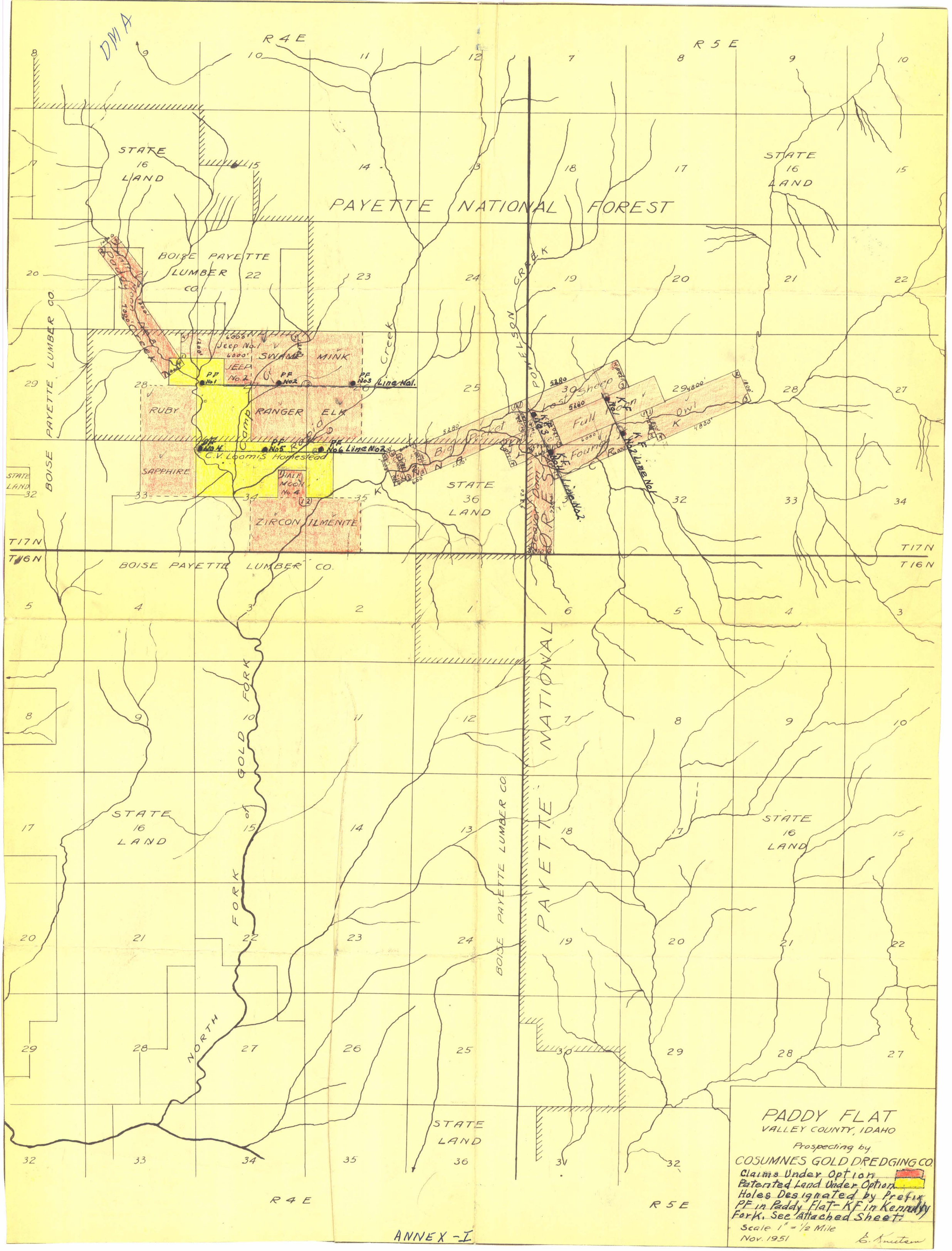
OFFICIAL BUSINESS

PAYMENT OF POSTAGE $300
(PMG)

SPOKANE
AUG 7
9 PM
1952
WASH.

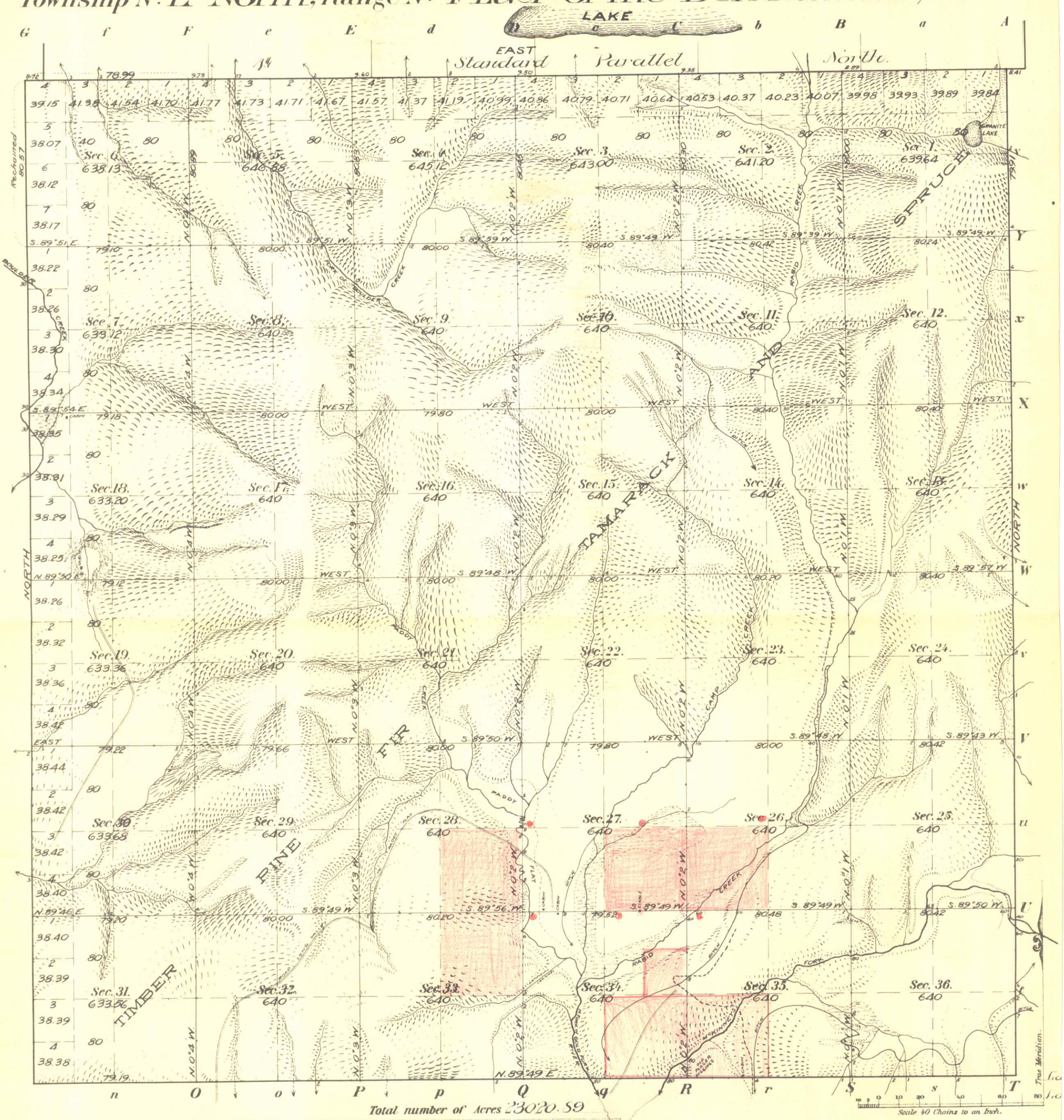
SPOKANE
AUG 7
9 PM
1952
WASH.

MR. FRANK E. JOHNSON
CHAIRMAN, OPERATING COMMITTEE
DEFENSE MINERALS EXPLORATION ADMINISTRATION
DEPARTMENT OF THE INTERIOR
WASHINGTON 25, D. C.


DMA
R4E
R5E
STATE 16 LAND
PAYETTE NATIONAL FOREST
BOISE PAYETTE LUMBER CO.
Kennedy Fork
Jeep No.1
JEEP No.2
SWAMP
MINK
PF No1
PF No2
PF No3
Line No1.
RUBY
RANGER
ELK
Camp
PF No4
PF No5
PF No6
Line No2
C.V. Loomis Homestead
SAPPHIRE
HALF MOON No.4
ZIRCON
ILMENITE
STATE 36 LAND
Big Pocket
Lost Sheep
Full Moon
Owl
Fountain
Beaver Dam
Line No2
POWELSON CREEK
BOISE PAYETTE LUMBER CO.
STATE LAND
T17N
T16N
GOLD FORK
NORTH FORK
PAYETTE NATIONAL FOREST
STATE LAND
PADDY FLAT
VALLEY COUNTY, IDAHO
Prospecting by
COSUMNES GOLD DREDGING CO.
Claims Under Option
Patented Land Under Option
Holes Designated by Prefix
PF in Paddy Flat - KF in Kennedy Fork. See Attached Sheet.
Scale 1" = 1/2 Mile
Nov. 1951
E. Knutsen

ANNEX - I

Township No. 17 North, Range No. 4 East of the Boise Meridian, Idaho.



Total number of Acres 23020.59

Surveys Designated	By Whom Surveyed	Date of Contract No.		Amount of Surveys M.	Ch.s	Lk.s	When Surveyed	Mean Declination
East Township lines	Johnson & Rands	156	May 6, 1897	5	79	91	July 30-Aug. 1, 1897	
Subdivisions	" "	"	"	60	01	05	Aug. 24-Sep. 17, 1897	20° 28' E.
Standard	" "	"	"	6	00	31	July 1-3, 1897	
Connections	" "	"	"		64	20	July 1-Sep. 17, 1897	
S. boundary	Rhoades & Simmel	162	May 19, 1894	5	79	19	Octob. 26-27, 1894	
W. boundary	Allen & Thompson	81	June 14, 1880	6	00	57	Sept. 5-6, 1880	

The above Map of Township No. 17 North of the Boise Meridian, Idaho, is notes of the survey thereof on file in this Office, which h

Surveyor General's Office,
Boise City, Idaho,
September 3rd 1895.

Joseph C