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Region V
2908 Colfax Avenue South
Minneapolis I, Minnesota

August 5, 1953

Memorandum

To: Operating Committee, Defense Minerals Exploration Administration, Interior Building, Washington 25, D.C.

From: Executive Officer, Field Team, Region V

Subject: Docket DMEA-3012, Contract Idm E-555, C. E. Weir and Associates

Reference is made to your letter of July 20, 1953.

Please insert in the copies of the subject contract under article 3, "The Operator, within 20 days from the date of this contract, et cetera . . . . ."

/s/

A. B. Needham
Executive Officer, Field Team
Region V

MF-200 (A)
(February 1952)

DOCKET NO. DMEA 3012

COMMODITY Uranium

Docket Copy

IDM-E 555

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

EXPLORATION PROJECT CONTRACT[1]

(Short Form)

IT IS AGREED this 23rd day of June, 1953, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and[2] C. E. Weir, L. A. Henderson, and J. H. Schuh, partners
c/o C. E. Weir
628 South Dakota Avenue
Sioux Falls, South Dakota

hereinafter called the "Operator," as follows: all as stated in Annex I and Annex II

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 South Dakota, County of Custer, described as follows:[3] in Annex I and shown on map Exhibit "B", entitled "Custer County South Dakota Sec's. 10-14-15 - TWP. 6-S. R-1-E - IAll 2-53", both attached to and made a part hereof

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 and subordinate to the following encumbrances or encumbrances as to which the subordination agreement of the holders 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 20 days from the date of this contract shall commence work on a project of exploration for[5] Uranium

in or upon the described land; and shall bring the project to completion within a period of 3 months 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. The work shall be performed by the Operator or by independent contractor or contractors efficiently, expertly, in a workmanlike manner, in accordance with good mining standards and State regulations for health and safety and for workmen's compensation and employers' liability insurance, with suitable and adequate equipment, materials, and labor, to bring the project to completion within the time fixed. 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 4. *Costs of the project.*—The agreed, estimated costs of performing the work, expressed in terms of units of work to be performed (per foot of drifting, per foot of drilling, per cubic yard of material to be moved, etc.) are set forth in Exhibit "A," attached hereto. The Government will pay 90 percent of these agreed, estimated costs, as they accrue, for units of work actually performed that conform with the description or specifications for the work set forth in this contract, in an aggregate total amount not in excess of $9,933.30, which is 90 percent of $11,037.00 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 check or 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. The Government may, as it sees fit, make payments direct to the Operator's independent contractors, if any, for the account of the Operator, rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(*a*) *Progress reports.* The Operator shall provide the Government with monthly reports of units of work performed 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 units of work performed 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.

[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*) *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 the units of work performed, which the Government may inspect and audit at any time. The Government may at any time require a check of the work performed and an audit of the Operator's records and accounts, by a certified public accountant or otherwise, 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 and statement of work performed to accompany his final report.

ARTICLE 6. *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: See Annex II, substituted for that part of 6(a) preceding the colon.

(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 the 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 7. *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 8. *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.

ARTICLE 9. *Changes and added provisions* The repayment provisions of Article 6 shall apply also to any amounts received as bonuses, premiums, or allowances, in addition to the sale price or market value of the minerals.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. E. Weir
(Operator) C. E. Weir (Partner)

By L. A. Henderson
L. A. Henderson (Partner)

By J. H. Schuh
J. H. Schuh (Partner)

By C. F. Mittendorf
Administrator, Defense Minerals Exploration Administration

Robin Chamberlain

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—66329-1

C. E. WEIR, L. A. HENDERSON, & J. H. SCHUH, PARTNERS
EXPLORATION PROJECT CONTRACT
DOCKET NO. DMEA-3012

ANNEX I

The following unpatented lode mining claims are located in Sections 10, 14 and 15 in Township 6 South, Range 1 East, Black Hills Base Meridian, and recorded in the office of Register of Deeds, Custer County, South Dakota.

Name of Claim	Book	Page
Pete No. 2	17	557
Darker No. 2	17	558
Elkhorn No. 2	17	561
Elkhorn No. 1	17	560
Surprise No. 2	17	562
Surprise No. 1	17	561
Lost Interest No. 3	17	504
Lost Interest No. 2	17	496
Lost Interest No. 1	17	494
Dee Cee No. 3	17	503
Dee Cee No. 2	17	503
Dee Cee No. 1	17	502
Last Chance No. 3	17	583
Last Chance No. 2	17	582
Last Chance No. 1	17	582

C. E. WEIR, E. A. HENDERSON, & J. E. SCHUH, PARTNERS
EXPLORATION PROJECT CONTRACT
DOCKET NO. DMA-5012

ANNEX II

The following provisions are in lieu of all of paragraph (a) of Article 6 which precedes the colon:

If at any time the Government considers that a discovery or 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 final report and final account required by the exploration project contract, may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development. The Operator, or his successor in interest, shall pay to the Government a royalty on all minerals mined or produced from the land which is the subject of the exploration project contract, as follows: (1) Regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification of discovery or development, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first, unless the Government waives its right to a royalty; or (2) if the Government makes a certification of discovery or development, for a period of ten years (or other period fixed by the contract) from the date of the contract, or until the total net amount contributed by the Government, without interest, is fully repaid, whichever occurs first. Said royalty shall be a percentage of 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, as follows:

C. E. WEIR, L. A. HENDERSON, & J. H. SCHUH, PARTNERS
EXPLORATION PROJECT CONTRACT
DOCKET NO. DMEA-3012

EXHIBIT "A"

Description of the Work

The purpose of the work is to explore two mineralized paralleling horizons of Dakota Sandstone, that are 15 to 30 feet apart, for Uranium bearing ore. The exploration shall be done by trenching along and across the mineralized horizons; and by drilling holes from the surface through these mineralized horizons with a wagon mounted percussion drill.

The work is divided into two stages. The work under Stage I shall be performed first. If, in the opinion of the Government, the results of Stage I warrant it, and the Government approves it in writing in advance, a part or all of Stage II shall be undertaken.

The trenching shall be done in areas where favorable "anomalies" have been determined by Geiger Counter or Scintillometer survey. The drilling shall be done in the most favorable mineralized horizons indicated as a result of the trenching and other surface exposures.

The approximate location and extent of the trenching is shown on the attached map Exhibit "B". However, the location and extent of the trenching, as well as all drilling, shall have the prior approval of the Government.

Trenching shall be done with a Model D-8 Caterpillar Tractor with angle dozer, or an equivalent size unit.

All drill hole diameters shall be not less than 2-¼" at the bottom of each hole.

The drill hole depths, the method of all sampling and the method of recovering drill cuttings, are all subject to the approval of the Government. At the request of the Government, the Operator shall furnish it with such samples as it requires.

The work to be done consists of the following: -

Stage I

Mining Claims	Trench Length-ft.	Number of drill holes	Approx. Avg. drill hole depth-ft.	Grid Spacing-ft.	Drill Hole footage
Darker No. 2 Surprise No. 1	300	16	40	100	630
Elkhorn No. 2 Elkhorn No. 1 Dee Cee No. 1	300	25	40	100	1000
Surprise No. 2 Dee Cee No. 3	450	15	40	100	600
Lost Interest Nos. 1, 2 and 3	150	12	40	100	470
Total	1200	68			2,700

Stage II

Not to exceed 6000 feet of drilling shall be performed, a part of which may be offset holes drilled with a grid spacing 50 feet apart surrounding holes drilled in Stage I which contain encouraging mineralization.

Agreed Unit Costs

Stage I

2700 feet of wagon drill hole @ $1.06/ft.	$2,862.00	
30 sample analyses, including freight, @ $3.50/each	105.00	
120 hours of trenching with tractor-dozer @ $12.50/hr.	1,500.00	
Total Stage I		$4,467.00

Stage II

6000 ft. of wagon drill hole @ $1.06/ft.	$6,360.00	
60 sample analyses, including freight, @ $3.50/each	210.00	
Total Stage II		$6, 570.00

* * * * *

Total Estimated Cost of Project	$11,037.00
Government Participation @ 90%	$ 9,933.30

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 S.Dakota, County of Custer, described as follows:1/ Unpatented lode mining claims as follows,

NAME	RECORDED, BOOK	PAGE
Last Chance # 1-2-3	17	582
Dee Cee # 1-2-3	17	502-503
Lost Interest 1-2-3	17	494-496-504
Surprise # 1-2	17	561-562
Elk Horn # 1-2	17	560-561
Pete # 2	17	557
Darker # 2	17	558

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/ C.E.Weir of 628 South Dakota Ave. Sioux Falls, S.Dakota * L.A.Henderson of Newcastle, Wyoming * Henry Schuh of Faith S.Dakota * (Partners)

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/$ 16920.00, or ten years have elapsed from the date of the 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 said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Earl Vangor
E. H. Cook

Dated this _____ day of _____, 195 ___.

_____ [Seal]

_____ [Seal]

_____ [Seal]

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.

DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 3012

DO NOT DETACH THIS SLIP

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

This document has been recorded as

Exploration Assistance

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.

Copies to USBM, USGS, and retained in Reg. V

Routing Slip

To:	Code 700, Rm. 4640	Date	4/30/53
To:	Open Com	Date	6-22-53
To:	Mails & Files	Date	7-13-53
To:	Open Com	Date	7-17-53
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CONTROLLED DOCUMENT

700

Docket
Surr
F. L. Knouse
Ellis
Falby
Mittendorf

JAN 22 1954

C. E. Weir, L. A. Henderson, and
J. H. Schuh, partners
c/o C. E. Weir
628 South Dakota Avenue
Sioux Falls, South Dakota

Re: Docket No. DMEA-3012 (Uranium)
Contract No. Ldm-8555
Dee Cee, Darker, Elkhorn, Surprise,
and Lost Interest claim group
Custer County, South Dakota

Gentlemen:

This is with reference to the subject Exploration Contract between you and the Government.

The final audit of the contract expenditures and the final reports of the Operator and of the Field Team have been received and accepted by this Administration. Of the total amount of $11,037.00 approved under the contract, the sum of $4,387.44 was expended, 90 percent of which, or $3,948.70, represented the Government's share. There were no unused materials, supplies or equipment to be disposed of for the joint account of the Operator and the Government. The exploration work was completed in a satisfactory manner.

Because the results of the exploration were unfavorable, it is not our intention to make a certification of discovery or development which would create a lien against the subject property. We are, therefore, closing our books and records with respect to this project. Your attention is called, however, to Article 5 (d) of the Contract which requires the Operator to "keep and preserve said records and accounts for at least 3 years after the completion of the project or the termination of this contract".

Your interest in the Exploration Program of the Defense Minerals Exploration Administration and your willingness to participate therein are appreciated.

FLKnouse/gla/foc
1-21-54

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

cc to: Adm. Reading File
Operating Committee
Docket
Messrs. HDKeiser, Rm. 3641
APButler, Jr., Rm. 5212, GSA
Ellis
Knouse
DMEA Field Team, Region V (2)

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

Project Summary Report

By: F. L. Knouse January 21, 1954

1. DMEA Docket No. 3012 (Uranium)
Contract No. Idm-E555
Property - Dee Cee, Darker, Elkhorn, Surprise and Lost Interest claim group - 15 unpatented lode mining claims in separate groups of three and twelve claims each.
Custer County, South Dakota.
Both groups are held by the Operator under a single lease agreement with the owners, Earl Darrow and E. G. Cook of Dewey, South Dakota (MF-203, Owner's Consent to Lien).

Operator - C. E. Weir, L. A. Henderson, and J. M. Schuh, partners
c/o C. E. Weir
628 South Dakota Avenue,
Sioux Falls, South Dakota

2. Contract dated June 23, 1953.

Work authorized -

Government authorized	$11,037.00
Government participation at 90%	9,933.30
8700 ft. of wagon drilling at $1.06/ft	$ 9,222.00
90 sample analyses at $3.50 each	315.00
120 hours of trenching with tractor-dozer at $12.50/hr.	1,500.00
	$11,037.00

Amendments - None

Work completed -

2724 ft. of wagon drilling at $1.06/ft.	$2,887.44
120 hrs. trenching with tractor-dozer at $12.50/hr. (6500 Yds.^{3} excavated).	1,500.00
Total	$4,387.44
Government participation at 90%	$3,948.70

3. Audit Certificate - Report of Review, dated January 5, 1954.

Total cost as billed by Contractor	$4,387.44
No exceptions; Total Accepted Cost	same
Government participation at 90%	$3,948.70

4. Certification - None

With completion of Stage I, it was decided by mutual agreement between the Field Team representatives and the Operator that the property did not warrant additional wagon drilling and that Stage II would not be undertaken. The Field Team concludes that the project did not result in a discovery of any deposits of either minable size or grade and recommends that a certification of discovery not be issued for the project.

Production - None

5. Except for some minor difficulties with equipment at the start of the drilling operations, the project was carried on in an efficient manner and the supervision of the work was satisfactory. No equipment was purchased for the project.

The project was established to explore for uranium in the subsurface areas where encouraging surface radiometric anomalies exist. In all, a total of 60 holes were drilled and four substantial dozer trenches explored all the areas of anomalies with discouraging results. None of the drill holes or trenches indicated the presence or location of ore grade uranium deposits within the contract area. All of the anomalies are in the lower 50 feet of Lower Cretaceous Fall River sandstone.

Future possibilities - Discouraging.

F. L. Knouse

F. L. Knouse

Original - Docket
cc to: Adm. Reading File
Division contract file
Mr. Knouse
Operating Committee

STANDARD FORM NO. 64

Office Memorandum • UNITED STATES GOVERNMENT

TO : E. Wm. Ellis, DMEA Member, Uranium Commodity Committee

DATE: January 15, 1954

Defense Minerals Administration
RECEIVED
JAN 19 1954

FROM : Arthur P. Butler, Jr., USGS Member, Uranium Commodity Committee

SUBJECT: Final Field Team Report, DMEA Docket 3012 (Uranium), Contract Idm-E555, C. E. Weir and associates, contractors, Newcastle, Wyoming; Dee Cee, Darker, Elkhorn, Surprise and Lost Interest claim groups, Custer County, South Dakota

The Final Field Team Report on the results of exploration at the property identified in the subject has been reviewed.

Exploration was confined to Stage 1 of the contract and consisted of excavating 6,531 yards of rock in 16 trenches, and drilling 2,724 feet of hole by wagon drill in 60 holes. The amount expended was $4,377.44 out of a total of $11,037 authorized by the contract for both stages.

The exploration was carried out to explore the Fall River sandstone for uranium in the vicinity of radioactivity anomalies. Although a slight amount of radioactivity was noted in some of the exploration openings or intersections, and some weakly mineralized rock was discovered on the Darker No. 2 claim, no ore was found by the exploration.

The data presented by the Field Team also suggest that there is no appreciable amount of sub-ore grade ~~mineral~~ material present although the examiners do not comment specifically on this point.

Because of the unpromising results in Stage 1, the contractor and the Field Team examiners agreed that the work planned for Stage 2 was not warranted. They recommend that a certification of discovery not be made.

I concur in the Field Team's conclusions with respect to Stage 2, and that no ore was discovered.

Copies to: E. Wm. Ellis (2)

Arthur P. Butler, Jr.

E. Wm. Ellis, RMEA Member, Uranium Commodity Committee

January 15, 1954

Arthur P. Butler, Jr., USGS Member, Uranium Commodity Committee

Final Field Team Report, RMEA Docket 3012 (Uranium), Contract Idm-R555, C. E. Weir and associates, contractors, Newcastle, Wyoming; Bee Cee, Darker, Elkhorn, Surprise and Lost Interest claim groups, Custer County, South Dakota

The Final Field Team Report on the results of exploration at the property identified in the subject has been reviewed.

Exploration was confined to Stage 1 of the contract and consisted of excavating 6,531 yards of rock in 16 trenches, and drilling 2,724 feet of hole by wagon drill in 60 holes. The amount expended was $4,377.84 out of a total of $11,037 authorized by the contract for both stages.

The exploration was carried out to explore the Fall River sandstone for uranium in the vicinity of radioactivity anomalies. Although a slight amount of radioactivity was noted in some of the exploration openings or intersections, and some weakly mineralized rock was discovered on the Darker No. 2 claim, no ore was found by the exploration.

The data presented by the Field Team also suggest that there is no appreciable amount of sub-ore grade ~~mineral~~ material present although the examiners do not comment specifically on this point.

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I concur in the Field Team's conclusions with respect to Stage 2, and that no ore was discovered.

Copies to: E. Wm. Ellis (2)

FILE COPY
SURNAME:

Talbert
Chambers

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

JAN - 6 1954

Mr. A. E. Needham
Executive Officer
DMTA Field Team, Region V
2908 Colfax Avenue, South
Minneapolis, Minnesota

Re: Idm-E555, DMTA-3012
C. E. Weir, L. A. Henderson
& J. H. Schuh

Dear Mr. Needham:

Enclosed herewith are the regional copies of a Report of Review covering the referenced Exploration Project Contract. Distribution should be effected in accordance with section 3 of Supplement No. 4 to DMTA Circular 19.

Since this contract was on an agreed unit cost basis and the Field Team's final report confirms the performance of the work claimed by the Operator, a visit to your office was not required for the preparation of this Report of Review.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

Enclosure

EDTalbert/wb
January 6, 1954

Copy to: Docket
Admr. Reading File
Mr. Chambers

1-6-54

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
Region V
2908 Colfax Avenue South
Minneapolis 8, Minnesota

U.S. DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 17 1953

December 15, 1953

Memorandum

To: Operating Committee, Defense Minerals Exploration Administration, Washington, D. C.

From: Executive Officer, Field Team, Region V

Subject: Docket 3012, Contract Idm E-555, C. E. Weir and Associates

Here are the original and three copies of the Field Team Final Report on the subject project.

The Operator's Final Report was sent to you on September 12.

A. B. Needham
A. B. NEEDHAM

Attachments

Reviewed by
DMEA OPERATING COMMITTEE
12-28-53
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 17 1953

UNITED STATES

DEPARTMENT OF THE INTERIOR

DOUGLAS McKAY, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

FINAL REPORT

The C. E. Weir, L. A. Henderson, and J. H. Schuh Property

Custer County, South Dakota

E. O. Binyon, Mining Engineer
U. S. Bureau of Mines

W. A. Braddock, Geologist
U. S. Geological Survey

December 4, 1953

Reviewed by
DMEA OPERATING COMMITTEE
12-28-53
(date)

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
DEC 17 1953

FINAL REPORT

on

EXPLORATION OF THE C. E. WEIR, L. A. HENDERSON, AND J. H. SCHUH PROPERTY

Custer County, South Dakota

by

E. C. Binyon, Mining Engineer
U. S. Bureau of Mines

W. A. Braddock, Geologist
U. S. Geological Survey

DMEA Docket No.: 3012
Contract No.: Idm E-555
Commodity: Uranium
Operator: C. E. Weir, L. A. Henderson, and J. H. Schuh, a partnership, addressed in care of L. A. Henderson, Newcastle, Wyo.

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

The property, locally known as the "Weir Property," comprises sixteen unpatented lode mining claims in separate groups of three and thirteen claims each. Both groups are held by the operator under a single lease agreement with the owners, Earl Darrow and E. G. Cook of Dewey, S. Dak. The claims of the smaller group, the Lost Interest No. 1, No. 2 and No. 3, are in sec. 10, T. 6 S., R. 1 E. and are approximately 1/4 mile north of the northernmost claim of the larger group. The claims of this group are the Last Chance Nos. 1, 2 and 3, Dee Cee Nos. 1, 2, and 3, Surprise No. 1 and No. 2, Elkhorn No. 1 and No. 2, Pete No. 2, Darker No. 2 and Dark No. 1, and as shown on the accompanying map, are in secs. 14 and 15, T. 6 S., R. 1 E., B.H.B.M. of Custer County, S. Dak.

Only fifteen claims are included under the contract as the Dark No. 1 was expressly excluded.

Reviewed by
DMEA OPERATING COMMITTEE
12-28-53
(date)

Access to the property from Dewey, a rail point on the Chicago, Burlington and Quincy Railroad, 20 miles northwest of Edgemont and 28 miles southwest of Custer, is by way of 3 miles of county road and 1/2 mile of dozer constructed dirt road. The 1/2 mile of dirt road is in poor condition and the property is practically inaccessible during periods of even moderate rain or snowfall.

Exploration of the property was by trenching and wagon drilling. Stage I under the contract included both trenching with bulldozer and wagon drilling and was started July 8 and completed September 24, 1953. Under Stage I sixteen trenches, having an aggregate total of 1,900 linear feet, were dug, and approximately 6,500 cubic yards was moved in the 120 hours allotted. Also, 60 wagon drill holes with a total of 2,724 feet were drilled.

The location of the trenches and wagon drill holes are shown on the accompanying map.

A list of the drill holes on each claim, with depths and a radiometric log, is included.

Total expenditures for the project are as follows:

Trenching:	120 hours @ $12.50 per hour	$ 1,500.00
Wagon Drilling:	2,724 feet @ $1.06 per ft.	2,877.44
	Total	$ 4,377.44

With the completion of Stage I the project was recessed to permit the operator to assemble the data on the work. On September 28 the property was visited in company with L. A. Henderson, the operator, in order to study and discuss the results of the exploration under Stage I and to decide on the feasibility of additional exploration. It was decided by mutual agreement that the property did not warrant additional wagon drilling and that Stage II would not be undertaken.

From the results of the exploratory work completed under Stage I the field team is of the opinion that the additional exploration allotted under Stage II of the contract is not warranted and that the project be terminated. The operator is in agreement with this conclusion.

The field team concludes that the project did not result in a discovery of any deposits of either minable size or grade and it is recommended that a certification of discovery not be issued for the project.

DESCRIPTION OF THE WORK

Stage I of the project was started July 8, 1953 with trenching by bulldozer on anomalies on the Darker No. 2 claim. On this claim five trenches, with a total linear footage of 500 feet, were dug and approximately 2,400 cubic yards was moved. The depths varied from 1 to a maximum of 7 feet in each of the trenches.

On the Elkhorn No. 1 and No. 2, and Dee Cee No. 1 claims (as grouped in the contract) two trenches were dug, one near the north end of the Elkhorn No. 1 and the other near the northeast corner of the Dee Cee No. 1. The trench on the Elkhorn No. 1 was approximately 150' x 12' x 7' and that on the Dee Cee No. 1, 90' x 60' x 10'. A total of approximately 2,000 cubic yards was moved.

In all, seven trenches were dug on the Surprise No. 2, Dee Cee No. 2 and Dee Cee No. 3 claims, two on the Surprise No. 2, three on the Dee Cee No. 2, and two on the Dee Cee No. 3. The trenches on the Surprise No. 2 were 150' x 10' x 3' and 100' x 12' x 3' and a total of 280 cubic yards was moved.

On the Dee Cee No. 2 two short trenches, 30' x 10' x 4' and 50' x 21' x 4', and one 210' x 10' x 5' were dug and the aggregate total yardage moved was 1,080 cubic yards.

Four trenches were dug on the Lost Interest No. 1, No. 2 and No. 3 claims, two being dug on the No. 3. The trench on No. 1 was 50' x 10' x 4' and that on No. 3 was 110' x 30' x 7'. A total of 1,050 cubic yards was moved.

The unit for payment on trenching was on an hourly basis of $12.50 per hour and the total time spent was 120 hours which, with the total of 6,531 cubic yards, gives an average of 54 cubic yards moved per hour, or a cost of 23 cents per yard.

The anomalies disclosed or eliminated by the trenching, as well as other geologic data, are discussed under the section on Geology, and the accompanying map shows the location of the trenches.

After the trenching had been completed, the field team made an examination to check the results of the work and, in agreement with L. A. Henderson, the operator, discussed the location of the wagon drilling or second phase of Stage I.

It was decided that wagon drilling would be confined to the anomalies on the Darker No. 2, the Dee Cee Nos. 1, 2 and 3, the Elkhorn No. 2 and Surprise No. 2, and the area on the Lost Interest Claims, as shown on the map.

In all, a total of 60 holes with an aggregate total footage of 2,724 feet, were drilled. The number of holes on each claim, the depths, and radiometric probe results are given on the attached sheets. The location of each hole is shown on the map.

GEOLOGY

Results of Exploration

None of the results of the drilling give any indication as to the presence or location of ore grade deposits of uranium minerals within the contract area.

All of the radiometric anomalies, except one, which were known to the operators were explored by either bulldozer trenching or by wagon drilling or by both methods. All of these anomalies are in the lower 50 feet of the Lower Cretaceous Fall River sandstone. On the Darker No. 2 claim two surface anomalies were explored. These anomalies lie on a west-trending ridge. A small ravine draining south cuts across the ridge between the anomalies. The trenching done on the western anomalies exposed very small amounts of yellow carnotite-like uranium minerals occurring with slight amounts of argillaceous material primarily along bedding planes in a fine-grained buff sandstone. This bulldozer work explored the anomaly to a maximum depth of 10 feet. Upon the completion of the trenching nine 40-foot holes and two 16-foot holes were drilled on or close to the surface anomaly. In only two of these holes did the rock penetrated show any appreciable radioactivity, and this radioactivity was considerably below that which would indicate ore grade material. The depth of anomaly in these holes was approximately 8 feet and is at the same level as the very low grade mineralization disclosed in the trenches. The deeper holes which were drilled penetrated the sandstone to a depth of 40 feet. The base of this sandstone unit was not reached. The second anomaly lying to the east on the gently ridged crest was explored by seven holes 41 feet deep. As before, the radioactivity encountered was very low and did not extend to any depth. All of these holes were drilled in the same fine-grained sandstone and did not penetrate to the base of the unit.

On the Dee Cee, Surprise, and Elkhorn claims nine anomalies were explored by shallow bulldozer trenching. Prior to the trenching the operators located these anomalies by the use of a scintillometer. After the

cuts had been made the field team checked them, using their own scintillator. With the exception of the two cuts on the Dee Cee No. 3, no appreciable anomaly could be detected in the trenches. The sandstone in the cuts on the Dee Cee No. 3 were radioactive, but no visable mineralization could be found. Four 40-foot holes and one 30-foot hole were drilled near the common corner of the Dee Cee No. 3 and the Dee Cee No. 1 claims, but the operator reported no radioactivity in any of the holes.

On the Lost Interest Nos. 1, 2 and 3 claims four anomalous areas were explored by trenching and drilling. These anomalies have the highest radioactivity of any within the contract area. They are, however, due to radioactive material within a thin, heavily iron-cemented sandstone. This radioactive material is apparently primarily the daughter products of the uranium disintegration series and contains only traces of uranium. This fact was known to the field team prior to the drilling, but it was hoped that this phenomenon might indicate the presence of uranium in equilibrium at a greater depth. Unfortunately, no horizons of radioactivity were encountered below the iron-cemented sandstone within the maximum depth of 45 feet drilled in this area.

On the Last Chance No. 1 claim the operators found an anomalous horizon near the top of the Lakota sandstone. This anomaly is most pronounced near the center of the Last Chance No. 1 claim. The mineralization is at the base of a 10- to 20-foot thick, coarse- to very coarse-grained sandstone composed of quartz, clay grains, chert and rock fragments. This sandstone bed is tentatively believed to be the upper unit of the Lakota sandstone. The mineralization exposed in the rim outcrop is very low grade and quite discontinuous. This horizon is overlain by at least 100 feet of sediments, and no attempt was made to penetrate it during the course of the exploration.

EXPENDITURES

The total amount of the contract was $11,037.00; of this, $4,467.00 was for Stage I, trenching and wagon drilling, and $6,570.00 was for wagon drilling under Stage II. The government's share at 90 percent participation amounts to $9,933.30.

For the work completed under Stage I the expenditures are as follows:

Total expenditure	$ 4,387.44
Government's share @ 90%	3,948.70
Government's share of the contract	9,933.30
Less Government's share of expenditures	3,948.70
Balance of Government's share of the contract	$ 5,984.60

No equipment was purchased for the project and there are no outstanding bills or obligations against the project for which the government is liable. Also, no shipments or sales of ore were made from the property, either during or after the project was shut down.

Except for some minor difficulties with equipment at the start of the drilling operations, the project was carried on in an efficient manner and the supervision of the work was satisfactory.

Bureau of the Interior
Bureau Mines's Administration
RECEIVED
DEC 1 7 1953

LOG OF WAGON DRILL HOLES

Stage I

Claim	Hole No.	Depth Feet	Samples Sacked Every	Sacked Samples Start	Sacked Samples End	G.M. Counter Reading Background	Scale
Darker No. 2	12	42'	3'	3'	42'	BG-	5
	13	21'	3'	3'	21'	BG-	5
	14	42'	3'	3'	42'	BG+ 12 at 19'6"	5
	15	24'	3'	3'	24'	BG+ 7 at 19'	5
	16	30'	3'	3'	30'	BG+ 17 at 1' 10 at 18'	5
	17	33'	3'	3'	33'	BG+ 12 at 2' 17 at 3'6"	5
	18	24'	3'	3'	24'	BG+ 22 at 1' 22 at 3'	5
	19	24'	3'	3'	24'	BG-	5
Dee Cee No. 1	2	40'	3'	3'	40'	BG	5
	3	40'	3'	3'	40'	BG	5
	4	40'	3'	3'	40'	BG	5
	5	40'	3'	3'	40'	BG	5
	6	40'	3'	3'	40'	BG	5
	7	40'	3'	3'	40'	BG	5
	8	30'	3'	3'	30'	BG	5
	9	40'	3'	3'	40'	BG	5
	10	40'	3'	3'	40'	BG	5
	11	40'	3'	3'	40'	BG	5
	12	41'	3'	3'	41'	BG	5
	13	41'	3'	3'	41'	BG	5
	14	41'	3'	3'	41'	BG	5
	15	41'	3'	3'	41'	BG	5
	16	41'	3'	3'	41'	BG	5
	17	41'	3'	3'	41'	BG	5
	18	41'	3'	3'	41'		
Elk Horn No. 1	2	40'	3'	3'	40'		
Elk Horn No. 2	1	40'	3'	3'	40'		
	2	40'	3'	3'	40'		
	4	20'	3'	3'	20'		
	5	20'	6'	Drill steel in hole			

LOG OF WAGON DRILL HOLES (cont.)

Stage I

Claim	Hole No.	Depth Feet	Samples Sacked Every	Sacked Samples Start	Sacked Samples End	G.M. Counter Reading Background	Scale
Dee Cee No. 3	4	48'	3'	3'	48'		
	5	41'	3'	3'	41'		
	6	41'	3'	3'	41'		
	7	41'	3'	3'	41'		
	8	41'	3'	3'	41'		
	9	41'	3'	3'	41'		
Dee Cee No. 2	1	41'	3'	3'	41'		
	2	41'	3'	3'	41'		
Surprise No. 2	1	20'	3'	3'	20'		
	2	40'	3'	3'	40'		
	3	41'	3'	3'	41'		
	4	18'	3'	3'	18'		
	5	24'	3'	3'	24'		
	6	42'	3'	3'	42'		
	7	18'	3'	3'	18'		
Lost Interest No. 1	1	41'	3'	3'	41'		
	2	42'	3'	3'	42'		
	3	42'	3'	3'	42'		
	4	42'	3'	3'	42'		
	5	42'	3'	3'	42'		
	6	40'	3'	3'	40'		
Lost Interest No. 2	1	42'	3'	3'	42'		
	2	24'	3'	3'	24'	BG+ at surface	5
	3	18'	3'	3'	18'	BG+ 60 at surface	4
	4	30'	3'	3'	30'		
	5	45'	3'	3'	45'		
	6	36'	3'	3'	36'		
	8	39'	3'	3'	39'		
	9	42'	3'	3'	42'		
Lost Interest No. 3	1						

Total Feet, Stage I - 2,724

700

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

DOCKET COPY

NOV 3 1953

G. E. Cole, E. A. Henderson,
and E. E. Cobb, Partners,
[illegible] North Dakota Avenue
Grand Forks, North Dakota

Re: Docket No. [illegible]-3012 (Uranium)
Contract No. [illegible]-155
Pierce County, North Dakota

Gentlemen:

Reference is made to your above-named Exploration Project Contract for uranium. You are probably aware that in some similar cases it has been found that some part or all of the land which is the subject of the exploration project contract consists of claims located on land which was subject to prior Federal oil and gas leases. The validity of such claims is doubtful, and in some cases the Atomic Energy Commission has issued a lease to the land for whatever benefit that may afford in curing the invalidity as far as uranium is concerned.

By the recent act of Congress approved August 12, 1953 (Public Law 250, 83d Cong.), mining claims located between July 31, 1939, and January 1, 1953, on United States Lands which were then subject to oil and gas leases, may be validated by the owners of such claims, if, not later than December 10, 1953, they

> ".... post on such claim in the manner required for posting notice of location of mining claims and file for record in the office where the notice or certificate of location of such claim is of record an amended notice of location of such claim, stating that such notice is filed pursuant to the provisions of this Act and for the purpose of obtaining the benefits thereof."

If any of the land which is the subject of your Exploration Project Contract includes a located claim or claims, the validity of which might be questioned on account of a previous oil and gas lease, the statute cited is called to your attention so that you may validate your rights as above indicated, if you consider this to be in your interest. This Agency deems such validation to be desirable even though the land in question may be covered by a lease from the Atomic Energy Commission.

Sincerely yours,

C. D. Mattendorf

Administrator

FLKrouse/db
10-30-53
cc to: Docket File
Region V (2)
Division Contract File

50811

FILE COPY
SURNAME:

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

NOV 2 1953

Mr. [illegible] Meetham
Executive Officer
[illegible] Field Team, Region V
2908 Colfax Ave., South
Minneapolis 8, Minnesota

Re: Docket No. [illegible]-3012 (Uranium)
Contract No. [illegible]
[illegible] Weir, [illegible] Henderson
and J. [illegible] Schah
Hurter County, South Dakota

Dear Mr. Meetham:

In order for us to keep our records current, kindly advise when we may expect the final Field Team's report for the captioned project. In this connection please also furnish your recommendations concerning the issuance of a certificate of discovery.

Sincerely yours,

George C. Selfridge

(GCS)

Chairman, Operating Committee

Concur:

J. H. Hedges (GCS)
Member, Bureau of Mines

T. P. Thayer (GCS)
Member, Geological Survey

FLKnouse/db
10-27-53
cc to: Adm. Reading File
Operating Committee
Docket
Messrs: [illegible] Meiser, Rm. 3641
A.P.Butler, Jr., Rm. 3212, GSA
Ellis
Knouse

R.C.S.
11-2-53

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Region V
2908 Colfax Avenue South
Minneapolis 8, Minnesota

RECEIVED
DEC 2 - 1953

November 30, 1953

Memorandum

To: Operating Committee, Defense Minerals Exploration Administration, Washington, D. C.

From: Executive Officer, Field Team, Region V

Subject: Docket DMEA 3012, Contract Idm-E-555, C. E. Weir and Associates

Reference is made to your letter of November 2 on the subject project. The final Geological report by Mr. Redden of the Survey has been prepared, but the portion of the report by Mr. Binyon of the Bureau of Mines has not as yet been completed. It is, however, now being assembled, and will be transmitted to you as soon as possible.

This office has been advised that the Field Team will recommend that no certification be made since only a few of the holes showed only a very slight mineralization, indicating no extension in size or increase in grade in the area drilled.

A. B. Needham

A. B. NEEDHAM

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
OCT 16 1953

~~WASHINGTON 25, D.C.~~
Region V
2908 Colfax Avenue South
Minneapolis 8, Minnesota

October 12, 1953

Memorandum

To: Operating Committee, Defense Minerals Exploration Administration, Interior Building, Washington 25, D. C.

From: Executive Officer, Field Team, Region V

Subject: Docket DMEA-3012, Contract Idm E-555, C. E. Weir & Assoc.

Stage 1 of the subject contract has been completed and Stage 2 will not be done because no further work is warranted. The operator agrees with the field team in the conclusion.

Total amount of contract	$11,037.00
Government's share (90%)	9,933.30
Total amount spent	4,387.44
Government's share	3,948.70
Available for general fund	5,984.60

A. B. Needham
Executive Officer
Field Team, Region V

FILE COPY
SURNAME: 96 200

Adams

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

AUG 1 0 1953

Mr. A. B. Needham
Executive Officer
Region V
2908 Colfax Avenue, South
Minneapolis 8, Minnesota

Dear Mr. Needham:

3012

Attached herewith is one copy of contract Idm-E555. This "extra copy" is for use of your office in making a report on this project.

Sincerely yours,

C. O. Mittendorf (fw)

Administrator

Enclosure
REAdams/meb
8-7-53
cc to: Adm.Reading File
Mails & Files Br.

R.C.G. 8-10-53

FILE COPY
SURNAME: JB

Docket.
F. Knowlse
Ruling
W. Kane
Selfridge.

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

Mr. A. F. Needham
Executive Officer
DMA Field Team, Region V
2908 Colfax Avenue South
Minneapolis 8, Minnesota

JUL 20 1953

Re: Docket No. DMA-3012 (Uranium)
Contract No. Km-6555
C. E. Weir, L. A. Henderson
and J. M. Schuh.
Barker and Fete Group of Claims
Custer County, South Dakota

Dear Mr. Needham:

This will acknowledge your memorandum of July 8, returning the signed "Government", "Docket", and "Division" copies of the subject contract.

It is noted that the period of time within which the Operator is required to begin work has not been inserted in Article 3 of these copies of the contract in accordance with the instructions contained in our transmittal letter of June 23, 1953. If the period of time was inserted in the "Field Team", "Finance Office" and "Operator's" copies kindly advise us of the period of time that was allowed.

If, however, the period of time was not inserted and the Operator has not commenced the contract work, an amendment should be drafted and executed by your office to cover this provision. If the Operator has officially started the work no amendment is required. Please advise this office of the project status.

Your prompt attention to this matter will be appreciated.

Sincerely yours,

George C. Selfridge (GCS)
Chairman, Operating Committee

APPROVED:

J. H. Hodges (GCS)
Member, Bureau of Mines

A. R. Kinkel, Jr. (GCS)
Member, Geological Survey

HCRubin/FLKnouse/db
7/15/53
cc to: Adm. Reading File
Operating Committee
Docket
Messrs: H.D.Keiser, Rm. 3641
A.P.Butler, Jr., Rm. 3206, GSA
Chambers, Rm. 4542
Rubin, Rm. 4628

MDS 7-20-53

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Region V
2908 Colfax Avenue South
Minneapolis 8, Minnesota

July 8, 1953

Memorandum

To: Operating Committee, Defense Minerals Exploration Administration, Interior Building, Washington 25, D. C.

From: Executive Officer, Field Team, Region V

Subject: Docket DMEA-3012, Contract Idm E-555, C. E. Weir and Associates

Here are the Government, docket and division copies of the subject contract, duly executed.

The field team copy has been retained and the finance copy transmitted to the finance section.

A. B. Needham
Executive Officer, Field Team
Region V

Attachments

Cae
7-10-53

FILE COPY
SURNAME:

Docket
FLKnouse
Ellis
Knouse
Selfridge
Kinkel

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

JUN 23 1953

Mr. A. P. Needham
Executive Officer
DMEA Field Team, Region V
2908 Colfax Ave., South
Minneapolis 8, Minnesota

Re: Docket No. DMEA-3012 (Uranium)
C.E.Weir, L.A.Henderson and J.H.Sebuh
Last Chance, Doe Coe, Surprise, Elkhorn,
Parker and Pete Group of Claims
Custer County, South Dakota

Dear Mr. Needham:

Enclosed are the original and five copies of the captioned contract signed by the Government, with attachments.

If the terms and conditions of this contract meet with the approval of your office and the Operator, insert in Article 3 of each copy of the contract the period of time within which the Operator will be required to begin work; then the original and all copies are to be signed by the three parties concerned. Upon obtaining their signatures, kindly make the usual distribution of the copies of the contract.

If any part of this contract does not meet with the approval of your office or the Operator, the original and all copies of the contract are to be returned to this office with the proposed changes for consideration.

The application was for a total amount of $19,500.00. The Field Team recommended $10,983.00, and the contract is for a total amount of $11,037.00. The difference in the amount of the contract and the amount recommended by the Field Team is due to the separation of the cost of sample analyses from the unit cost of wagon drilling.

Sincerely yours,

George C. Selfridge
Chairman, Operating Committee

A.N. 6-23-53

Enclosures:

APPROVED:

J. H. Hedges
Member, Bureau of Mines

A. R. Kinkel, Jr.
Member, Geological Survey

FLKnouse/db
6-18-53
cc to: Adm. Reading File
Operating Committee
Docket
Messrs: H.D.Keiser, Rm.3641
A.P.Butler, Jr., Rm.3206, GSA
Ellis
Knouse

6/24/53 gla

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
Region V
2908 Colfax Avenue South
Minneapolis 8, Minnesota

June 22, 1953

Memorandum

To: Operating Committee, Defense Minerals Exploration Administration, Interior Building, Washington 25, D. C.

From: Executive Officer, Field Team, Region V

Subject: Urova and C. E. Weir dockets 3054 3012

Under separate cover are three prints each of proposed holes for the subject dockets to be included in their respective applications.

Also for your information about payroll tax items, there is attached a copy of a letter from our engineer and geologist in the field.

A. B. Needham
Executive Officer, Field Team
Region V

Attachment - 1

5/14/53

This contract is waiting for the map and data requested from Needham as per following memo of fone conversation.

Schmidt

Description of the Work

The object of the project is to explore for uranium ore by surface work. in the Dakota sandstone
The work will be divided into 2 stages. The performance of the second stage is dependent on the results obtained in the first and it shall not be started without the approval of the Government engineers.

The exploration targets which will govern the location of the work have been determined by " anomalies" found by Geiger counter or Scintillometer.

Stage 1

The work as shown on Exhibit A attached hereto and made a part hereof will consist of drilling 68 located holes by percussion drill known as "wagon drilling" These holes will have a total length of 2,700 feet and should not be spaced less than 50 feet apart

~~Thxxx~~ The work will also consist of bulldozing trenches following the outcrop of the mineral bearing formation for a length of approdimately 1,200 feet based on 120 hours work.

Access roads leading to the drill sites and the preparation of the drill sites will be part of the work and the costs thereof are included in the cost of the drilling

Stage 2

The work of Stage 2 will be done only if the Government engineers determine that the results obtained in Stage 1 justify the exploration of the additional anomalies.

The work will consist of drilling apprlximately 6,000 feet of wagon drill hole.

Cost of the Work

Stage 1

~~Wagon drilling 2700 feet~~

68 Wagon drill holes 2,700 feet at $1.09 per foot rounded to 1/	$2,940.00	
Trenching 15 days or 120 hours at $12.50 per hour 1/	1,500.00	
	$ 4,440.00	$ 4,440.00

Stage 2

Wagon drilling 6,000 feet at $1.09 per foot 1/	$6,540.00	6,540.00

Total Cost of Contract	10,980.00
Government participation 90%	9,882.00

1/ Includes drill site preparation, accessroads, supervision, consultants all pay roll taxes, accounting, sampling and assaying

DMEA 3012

Legal Notes

Owners Consent to Lien is not dated

The Operators h ve a lease but no option to buy. Royalties do not apply on any purchase price as is usually the caze.

Lease dated 11/12/52 for 1 year with extension for 5 additional years provided conditions lived up to.

In Field Team report page 7 is suggestion that we have ore buyer pay us royalty direct. This is a new one for thewe government contracts but is common in mining practice. should this be discussed??

The work is to be done by Weir on contract for the partnership and he is one of the partners.

Analysis of work proposed in Field Team Report page 7

Claims	Trench length ft	No drill holes	Ave depth	grid	Formation Length drilled	Drill footage
Darker #2 Surpirse #1	300	16	40	100	1500	640
Elkhorn #2 " 1 Dee Cee #1	300	25	40	100	2400	1,000
Surprise #2 DeeCee #3	450	15	40	100	1400	600
Lost Interest 1-2-3	150	12	40	100	1100	480
	1,200	68				2,720

Geological Notes from Field Team report

There are 2 horizons in the Dakota formation and one below in the Lakota.

Upper horizon is within 10 feet of the surface shown on the following claims

Surpirse 1-2 Elkhorn 1-2 Dee Cee 1-2 and Darker 2

The lower horizon is 15 to 30 feet below the upper and is shown on

Dark 1 Lost interest 1-2-3 and Dee Cee 3 Its best exposure is on Dark 1

Lower horizon is within 40 feet of the surface therefore the drill holes should average 40 ft deep and the spacing should be 100 feet.

DMEA 3012 Weir C.E. 5/8/53

Fone to Needham. Region V Minneapolis

Discrepancies in Field Team Report

Page 1 R 1 E
4 ~~R 2 E~~
Map R 2 E

Page 2 V3 08 .09 % to .21% V205 .17% to .28%
6 V308 .09% to 21% V205 .17% to 28%

V308 is probably U3 08 and the 21% and the 28% are probably .21% and .28%

Wanted a better map. Should show claim lines so that there is no confusion as in the present one where in the area of Surprise No.2 it is impossible to tell just what the claim lines are

Show location of the proposed work namely show dots for the drill holes proposed, and the lines where trenching is to be done and the access roads

~~Show Stage 2 involving 6,000 feet of drilling~~

What will be the size of the drill hole to correspond with the estimate of cost. of $1.09 per foot.

What size bulldozer is to be used for the rate of $12.50 per hour

Schmidt

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
~~WASHINGTON 25, D.C.~~
Region V
2950 Dollax Avenue South
Minneapolis 5, Minnesota

May 29, 1953

Memorandum

To: Operating Committee, Defense Minerals Exploration Administration, Interior Building, Washington 25, D. C.

From: Executive Officer, Field Team, Region V

Subject: Docket 3012, C. E. Weir & Associates
Docket 2984, C. E. Weir & Associates
All in Fall River County, S. Dak.

Pursuant to a telephone call some weeks ago from Mr. Keating regarding discrepancies in the above docket examination report, here are copies of letters from our field representatives at Rapid City, S. Dak., clarifying as near as possible the points in question.

A. B. Needham
Executive Officer, Field Team
Region V

Attachments

cc to: C. E. Dutton
E. O. Binyon
J. A. Redden

C
O
P
Y

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
Rapid City Field Office
School of Mines Campus
Rapid City, South Dakota

May 26, 1953

Memorandum

To: A. B. Needham, Executive Officer, DMEA, Region V

From: E. O. Binyon, Rapid City Field Office

Subject: Application Docket No. 3012, Lost Interest Group, C. E. Weir, L. A. Henderson and Henry Schuh, Custer County, S. Dak.

The claims are in sec. 10, 14, and 15, T. 6 S., R. 1 E., B.H.B.M., Custer County, S. Dak. I overlooked the difference in the range in the report as well as on the map.

For the symbols and grade these are typographical errors that were missed. Obviously the V_3O8 should have been U_3O_8. The grades should read .09 to .21 U_3O_8 and .17 to .28 V_2O_5 on both page 2 and 6.

Perhaps I misunderstand the paragraph mentioning redrawing of the map. If it means a new map with more detail then it is questionable whether or not the applicant can be requested to go to the expense of making such a map as the cost would be excessive. There are no topographic or geologic maps of the area available except a small scale (1:125000) prepared in 1900. The AEC in Hot Springs has no map of this area. On May 19th the field team requested the applicant to send 5 additional copies of his map (we have no copy in this office) and he agreed to do so as soon as possible. To date, the maps have not been received.

If additional data, such as blocks, grid patterns, etc., are what Washington requires then these will be put on the maps as soon as we get them. The claim boundaries, as I remember, overlapped and there was a fraction or two but there seems to have been no conflict with other claims.

Roads and drill site preparations are to be done with a D-8 caterpillar which will also be used for the trenching. The amount of road and drill site preparation is relatively small, only 2 days being allowed in the cost estimate. However, some allowance had to be made as short stretches of road to some of the drill sites and some leveling may be necessary.

Wagon drill holes are to be a minimum size of 2-3/8" to 2-1/4".

As the Urova Co.'s property is in the same general area, 2-1/2 miles southeast, the paragraphs on the maps also apply to this company's application.

/s/ E. O. Binyon

cc: Reg. Director, Region V
J. A. Redden
files

5/13/53 gla

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

May 12, 1953

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee, Room 4640

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 13 1953

From: H. D. Keiser, Bureau of Mines Member
Uranium Commodity Committee

Subject: Field Team Report, DMEA Docket No. 3012, C. E. Weir, 628 South Dakota Ave., Sioux Falls, S. Dak.; L. A. Henderson, Newcastle, Wyo.; and Henry Schuh, Faith, S. Dak.

I have reviewed the subject report and discussed it with Arthur P. Butler, Gelogical Survey Member, and Joseph O. Hosted, representative of the Atomic Energy Commission.

It is recommended that the report be approved, and that action be taken looking toward the execution of a contract as recommended in the report.

H D Keiser
H. D. Keiser

Attachment

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

May 12, 1953

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee, Room 4640

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 13 1953

From: H. D. Keiser, Bureau of Mines Member
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Subject: Field Team Report, DMEA Docket No. 3012, C. E. Weir, 628 South Dakota Ave., Sioux Falls, S. Dak.; L. A. Henderson, Newcastle, Wyo.; and Henry Schuh, Faith, S. Dak.

I have reviewed the subject report and discussed it with Arthur P. Butler, Gelogical Survey Member, and Joseph O. Hosted, representative of the Atomic Energy Commission.

It is recommended that the report be approved, and that action be taken looking toward the execution of a contract as recommended in the report.

Sig

H. D. Keiser

Attachment

STANDARD FORM NO. 64

5/13/53 gla

Office Memorandum • UNITED STATES GOVERNMENT

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 13 1953

TO : E. Wm. Ellis, DMEA Member
Uranium Commodity Committee

DATE: May 11, 1953

FROM : Arthur P. Butler, Jr., USGS Member, Uranium Commodity Committee

SUBJECT: Application and Field Team report, DMEA Docket 3012 (Uranium) C. W. Weir, L. A. Henderson and Henry Schuh (Parties), 628 South Dakota Avenue, Sioux Falls, S. Dak, applicants: Last Interest, Dee Cee, Elkhorn, Darker and adjoining claims, Secs. 10, 14, and 15, T. 6S., R. 1E., Custer Co., S. Dakota.

I have reviewed the application and Field Team report on the property described in the subject above. The applicant proposed to explore possibly uranium-bearing parts of the Dakota sandstone by 12,000 feet of wagon drilling and 4,000 feet of trenching. As a result of examining the property and after consulting with geologists of the Geological Survey and Atomic Energy Commission engaged in study of the uranium deposits in the general area, the Field Team recommends exploration in two phases as follows:

Phase I...1,200 feet of trenching and 2,700 feet of wagon drilling at a total cost of $4,443.00.

Phase II..6,000 feet of wagon drilling at a total cost of $6,540.00.

The Dakota sandstone, rather than the Lakota as stated in the application, is the formation which underlies much of both groups of claims and exhibits the radioactivity anomalies shown on the map. One anomaly, however, located stratigraphically below the Dakota is apparently in the Lakota formation. The applicant has shipped approximatly 100 tons of ore containing 0.09 to 0.21 percent U_3O_8 and 17 to 28 percent V_2O_5 from the open cuts on Dark No. 1 claim. The presence of ore on one group of claims and weak anomalous radioactivity at several points suggests that exploration may reveal other ore bodies.

The Field Team defines the amount of trenching to be done on various subgroups of claims, but does not indicate specifically where particular cites for trenches are to be or by whom the cite selection will be made. I think these points should be clarified.

Subject to resolution of the points made in the preceding paragraph, I concur with the recommendations of the Field Team that Government assistance for exploration be granted in the Government's proportionate share of a total amount of $10,983.00 for exploration in two phases as set forth in the Field Team report.

Arthur P. Butler, Jr.

Arthur P. Butler, Jr.

Copy to: E. Wm. Ellis

IN REPLY REFER TO:

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

E. Wm. Ellis, DMEA Member
Uranium Commodity Committee

May 11, 1953

Arthur P. Butler, Jr., USGS Member, Uranium Commodity Committee

Application and Field Team report, DMEA Docket 2012 (Uranium) C. W. Weir, L. A. Henderson and Henry Schuh (Parties), 628 South Dakota Avenue, Sioux Falls, S. Dak, applicants: Last Interest, Dee Cee, Elkhorn, Darker and adjoining claims, Secs. 10, 14, and 15, T. 6S., R. 1E., Custer Co., S. Dakota.

I have reviewed the application and Field Team report on the property described in the subject above. The applicant proposed to explore possibly uranium-bearing parts of the Dakota sandstone by 12,000 feet of wagon drilling and 4,000 feet of trenching. As a result of examining the property and after consulting with geologists of the Geological Survey and Atomic Energy Commission engaged in study of the uranium deposits in the general area, the Field Team recommends exploration in two phases as follows:

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Phase II..6,000 feet of wagon drilling at a total cost of $6,540.00.

The Dakota sandstone, rather than the Lakota as stated in the application, is the formation which underlies much of both groups of claims and exhibits the radioactivity anomalies shown on the map. One anomaly, however, located stratigraphically below the Dakota is apparently in the Lakota formation. The applicant has shipped approximatly 100 tons of ore containing 0.09 to 0.21 percent U_3O_8 and 17 to 28 percent V_2O_5 from the open cuts on Dark No. 1 claim. The presence of ore on one group of claims and weak anomalous radioactivity at several points suggests that exploration may reveal other ore bodies.

The Field Team defines the amount of trenching to be done on various subgroups of claims, but does not indicate specifically where particular cites for trenches are to be or by whom the cite selection will be made. I think these points should be clarified.

Subject to resolution of the points made in the preceding paragraph, I concur with the recommendations of the Field Team that Government assistance for exploration be granted in the Government's proportionate share of a total amount of $10,983.00 for exploration in two phases as set forth in the Field Team report.

Arthur P. Butler, Jr.

Copy to: E. Wm. Ellis

5/6/53 glc

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

May 5, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 5 1953

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee, Room 4640

From: H. D. Keiser, Bureau of Mines Member
Uranium Commodity Committee

Subject: DMEA Docket No. 3012, C. E. Weir, 628 South Dakota Ave., Sioux Falls, S. Dak.; L. A. Henderson, Newcastle, Wyo.; and Henry Schuh, Faith, S. Dak.

I have reviewed the application included in the subject docket and discussed it with Arthur P. Butler, Geological Survey Member, and Joseph O. Hosted, representative of the Atomic Energy Commission.

It is recommended that the application be referred to the field team for investigation and report, and that the field team be requested to consult with representatives of the Atomic Energy Commission and the Geological Survey at Hot Springs, South Dakota.

H D Keiser

H. D. Keiser

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

May 5, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
MAY 5 1953

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee, Room 4640

From: H. D. Keiser, Bureau of Mines Member
Uranium Commodity Committee

Subject: DMEA Docket No. 3012, C. E. Weir, 628 South Dakota Ave., Sioux Falls, S. Dak.; L. A. Henderson, Newcastle, Wyo.; and Henry Schuh, Faith, S. Dak.

I have reviewed the application included in the subject docket and discussed it with Arthur P. Butler, Geological Survey Member, and Joseph O. Hosted, representative of the Atomic Energy Commission.

It is recommended that the application be referred to the field team for investigation and report, and that the field team be requested to consult with representatives of the Atomic Energy Commission and the Geological Survey at Hot Springs, South Dakota.

Signed

H. D. Keiser

May 1, 1953

Mr. C. E. Weir
628 South Dakota Avenue
Sioux Falls, South Dakota

Subject: DMEA-3012
Re: Exploration Assistance
Last Chance, etc.

My dear Mr. Weir:

The receipt of your application dated February 19, 1953 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-3012 and referred to the Rare and Miscellaneous Metals Division.

Kindly refer to DMEA-3012 in any future correspondence relating to your application.

Sincerely yours,

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
Region V
2908 Colfax Avenue South
Minneapolis 8, Minnesota

April 28, 1953

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 30 1953

Memorandum

To: Operating Committee, Defense Minerals Exploration Administration, Interior Building, Washington 25, D. C.

From: Executive Officer, Field Team, Region V

Subject: Weir, Henderson, and Schuh Property, Custer County, S. Dak.

Here are three copies of an application for exploration of uranium in South Dakota, together with the original and three copies of the Field Team's Report which recommends exploration by means of trenching and wagon drilling and that it be done in two phases, which is considerably less in scope than was proposed by the applicant.

A. B. Needham
Executive Officer, Field Team
Region V

Attachments 7

DMEA-3012

6/19/53

UNITED STATES
DEPARTMENT OF THE INTERIOR
DOUGLAS McKAY, SECRETARY

DEPARTMENT OF THE INTERIOR
Defense Minerals Administration
RECEIVED
APR 30 1953

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION V

C.E. Weir, L.A. Henderson, & J.H. Schuh Property

Custer County, South Dakota

E. O. Binyon, Mining Engineer
U. S. Bureau of Mines

J. A. Redden, Geologist
U. S. Geological Survey

April 24, 1953

DEFENSE MINERALS EXPLORATION ADMINISTRATION
Report of Field Examination

by

E. O. Binyon, Mining Engineer
U. S. Bureau of Mines

J. A. Redden, Geologist
U. S. Geological Survey

Docket No:

Applicant: C.E. Weir, L.A. Henderson, & J.H. Schuh (A partnership) Edgemont, S. Dak.

Commodity: Uranium (Carnotite)

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

The applicant, a partnership between C. E. Weir, L. A. Henderson, and J. H. Schuh is addressed in care of C. E. Weir, 628 South Dakota Ave., Sioux Falls, S. Dak., or locally in care of L. A. Henderson, New Castle, Wyoming.

The property comprises a total of 16 unpatented lode mining claims divided into two separate groups of 3 and 13 claims each. Only 15 claims are included in this application, the Dark No. 1 claim which is in the larger group being specifically excluded. *

Both groups of claims are held by the applicant under a single lease agreement and are in sections 10, 14, and 15, T. 6 S., R. 1 E., B.H.B.M., Custer County, S. Dak. and are accessible the year around by fair to good country roads except for a few weeks in mid-winter and early spring.

A preliminary examination of the property was made by the field team in company with Messers. Weir, Henderson, and Schuh and approximately three hours were spent mainly in discussing the procedure for filing the application and the methods to be used for exploration. The applicant was in agreement with the suggestions by the field team as to the amount and methods of exploration, and the use of a short form contract for the proposed work. The application was submitted the early part of February, but owing to adverse weather conditions the property was inaccessible until the end of March.

* already explored & productive

Another examination was made by the field team on March 23, 1953 in company with William Braddock and Arthur Rose of the U.S.G.S., who are assigned to the AEC office in Hot Springs. Approximately 4 hours were spent on the examination and in discussing the merits of property; whether or not exploration was warranted, the most feasible methods of exploration, and the amount of work required to explore the property.

H. S. Stafford, Chief of the AEC Hot Springs office considered the property as being in a somewhat favorable location and warranting exploration.

The Dakota sandstone, rather than the Lakota, as stated in the application, is the formation which in general covers both groups of claims and the anomalies, as indicated on the map, are found in two horizons in the Dakota formation. An anomaly located a considerable distance below the two horizons in the Dakota is apparently in the Lakota sandstone and not in the upper Sundance as stated by the applicant.

The upper of the two horizons forms a soil covered dip slope on the Surprise No. 1 and 2 claims, the Elkhorn No. 1 and 2 and the Dee Cee No. 1 and 2 claims, and on the Darker No. 2 where it is dissected by gulleys. Mineralization in this horizon can be assumed to be within about 10 feet of the surface. The lower horizon is from 15 to 30 feet below the upper and is found on the Dark No. 1 claim, the Lost Interest group and the Dee Cee No. 3 claim. The best exposures of mineralization are seen in the lower horizon on the Dark No. 1 claim, and occur as small high pockets as well as disseminated low grade beds immediately beneath the massive bed. Apparently carnotite is the principal ore mineral, however, autunite is reported and other uranium minerals are probably present.

The Last Chance claims, east of the rim which is formed by the Dakota sandstone, have a relief of about 300 feet and on these claims the Fuson shale, Lakota sandstone and Morrison formation outcrop. The Lost Interest No. 1 of the Lost Interest group is crossed by the rim of the Dakota sandstone.

Approximately 100 tons of ore with a grade varying from .09 to .21 V_3O_8 and containing from .17 to .28 V_2O_5 have been shipped from the open cuts on Dark No. 1.

The anomalies were checked and found to be as indicated on the accompanying map except for those shown on the Last Chance No. 1, 2, and 3 where no anomalies could be located. On several of the claims the anomalies did not register much more than double the background with a conventional gieger counter, and on others where a scintillometer was probably used for the original survey, the counter registered even less.

The number and scattered location of the anomalies throughout the area included by the claims mentioned above, and the ore deposit exposed on the Dark No. 1 claim indicate that the area is well mineralized and that some exploration is warranted. Also this part of the Edgemont district has had a relatively minor amount of exploration compared to what has been done in the Red, Coal, and Craven Canyons areas where the indication of mineralization in much of the area is no more favorable than the area under consideration.

From the information now available it is concluded that the property does not warrant exploration on the scale proposed by the applicant but the evidence of mineralization is sufficient to require a limited amount of exploration, particularly in those areas where the most favorable anomalies occur. As stated, the applicant has specifically excluded the area included by the Dark No. 1 claim from the application.

It is recommended that the property be explored by means of trenching and wagon drilling and that exploration be done in two phases. Under Phase I the work is to be confined to the favorable areas on the Elkhorn No. 1 and No. 2, Surprise No. 1 and No. 2, the Darker No. 2, Dee Cee No. 1 and No. 3 and the Lost Interest No. 1, 2, and 3 claims.

If the results of Phase I are favorable then additional exploration by wagon drilling would be done under Phase II.

Under Phase I, the proposed exploration is to consist of a total of 1,200 feet of trenching by bull dozer and 2,700 feet of wagon drilling and is to be distributed over the various claims as outlined in the text. For Phase II 6,000 feet of wagon drilling is recommended. The location, depth and grid spacing of the drilling under Phase II is to be determined by the results of Phase I.

The estimated cost of the work is as follows:

Phase I	
Estimated time - 15 days or 120 hrs.	
1,200 feet trenching @ $12.50/hr. (Variable depth)	$ 1,500.00
2,700 feet wagon drilling @ $1.09/ft.	2,943.00
Phase II	
6,000 feet wagon drilling @ $1.09/ft.	6,540.00
Total	$10,983.00
Total government participation @ 90%	$ 9,884.70

It is also recommended that before the contract is let the applicant be required to make an assignment to the AEC purchasing depot

at Edgemont, or to any purchaser to permit deduction of royalty payments on any ore mined and sold from the property as a direct or indirect result of the exploration and that such assignment would apply on ore sold both during and subsequent to the actual exploration under the contract.

NAME, LOCATION, AND DESCRIPTION OF THE PROPERTY

The property, known locally only as the "Weir Property", comprises 16 unpatented lode mining claims which are divided into two groups of 3 and 13 claims each. The groups are approximately 1/4 mile apart.

The Lost Interest No. 1, 2 and 3 claims make up the smaller group and are in section 10, T. 6 S., R. 2 E., B.H.B.M., Custer County, S. Dak. The claims in the larger group are the Last Chance No. 1, 2, and 3, Dee Cee Nos. 1, 2, and 3, Surprise No. 1 and 2, Elk Horn No. 1 and 2, the Pete No. 2, Darker No. 2, and Dark No. 1. (The Dark No. 1 claim is not included in the application.) The group is located as shown on the map in section 14 and 15, T. 6 S., R. 2 E., B.H.B.M., Custer County, S. Dak.

The claims are approximately 20 miles northwest of Edgemont, Fall River County, and 28 miles southwest of Custer, the local supply centers. Dewey, a small rail point on the Chicago, Burlington, and Quincy railroad, is about 3 miles due west of the property.

Access to Dewey from either Edgemont or Custer is by way of unimproved dirt roads which are maintained by the county. From these, the roads to and on the property have been constructed with a bull dozer, and at best are in only fair condition. Without considerable improvement the roads would, with only moderate snow or rain fall, become practically impassible.

A greater part of the area included by both groups of claims is flat to gently sloping mesa, country cut by a few small canyons or gullies. On the Last Chance Claims, which is the eastern boundary of the property, the area covered is a steep sloping canyon wall and drops off to the east from the rim of Dakota sandstone about 300 feet into Pass Creek Valley.

PROPERTY RIGHTS

The applicant holds the entire property; two groups of a total of 16 unpatented claims, under a single lease agreement. Earl Darrow and E. G. Cook, of Dewey, Custer County, S. Dak. are joint lessors of the property. All claims are recorded at the Register of Deeds office in Custer, S. Dak., in Location Book No. 17, Pages 494 - 496 - 502 - 503 - 504 - 557 - 558 - 560 - 561 - 582. The Owner's

Consent to Lien accompanies the application. Included with the application are all agreements pertaining to arrangements between C. E. Weir, J. H. Schuh, and L. A. Henderson as to the amount either, in services or funds, each party is to contribute and to the division of any profits derived from the property.

It seems that there might be some question as to the right of one of the members of the partnership, the applicent, to contract for the proposed work to be done for the partnership under an Exploration Project Contract. The matter has not been discussed with the applicants as the field team is of the opinion that it does not have the authority to rule on such matters.

GEOLOGY

Two horizons in the Dakota sandstone contain anomalies. The lower of these, including the ore on the Dark No. 1 claim, is about 15 to 30 feet below the upper horizon. The upper horizon forms a soil covered dip slope on the Surprise No. 1 and No. 2 claims, Elkhorn No. 1 and No. 2 claims and Dee Cee No. 1 and No. 2 claims. The Darker No 2 claim contains this same dip slope horizon but is dissected by small gulleys. Most of the Dee Cee No. 3 claim covers the exposures of the lower horizon exposed on the Dark No. 1 claim. The Lost Interest claims are apparently in the lower horizon and are dissected by larger gulleys. The Last Chance claims are east of the rim formed by a outcrop of the Dakota sandstone and have a relief of about 300 feet. The Fuson shale, Lakota sandstone and Morrison formation crop out on these 3 claims. The rim of the Dakota sandstone continues to the north and crosses the Lost Interest No. 1 claim.

The observed mineralization is in the Dakota sandstone rather than the Lakota sandstone as indicated by the applicants. The lower anomaly stated by the applicants to be in the upper Sundance formation is apparently in the Lakota sandstone which is relatively thin in this area.

The mineralization is best exposed on the Dark No. 1 claim where the applicants have discovered several hundred tons of ore. The exposed mineralization occurs in a 1-foot thick bed of massive sandstone, and in thin argillaceous beds immediately beneath the massive bed. Carnotite is probably the most abundant mineral, but autunite has also been reported from the area. Other uranium minerals are probably present.

Small, high grade pockets of ore are present as well as disseminated low grade ore. Considerable ore has been lost in the stripping operations -- apparently due to the unfamiliarity of the operators with the ore occurrence.

Anomalies on the Lost Interest claims are apparently associated with a thin massive sandstone bed similar to the Dark No. 1 claim. The anomaly is about twice background count on the conventional geiger counter. Shallow jack hammer holes on these claims have about the same count as the sandstone bed. Anomalies on the other claims were probably detected by scintillometer and are not as strong. Mineralization was not observed on the Last Chance claims.

At present an estimate of ore reserves on the property is not feasible as it cannot be made with any degree of accuracy.

PAST OPERATIONS

Exploratory work done by the applicants consist of an extensive shallow open cut on the Dark No. 1 claim and small trenches on all but the Last Chance and Lost Interest claims. A few shallow jack hammer holes have been drilled on the Lost Interest group.

As reported by the applicant ore shipments totaling approximately 100 tons have been made to the Edgemont buying station. The ore which was mined from the open cut on the Dark No. 1 claim varied in grade from .09% - .21% V_3O_8 and .17% - .28% V_2O_5 *

U_3O_8

DESCRIPTION OF THE PROJECT

The exploratory work, as outlined in the application, is planned to be done on all claims except the Last Chance No. 1, 2, and 3, and the Dark No. 1 claim, which is not included in the application. Rim cutting would be confined to the Lost Interest No. 2, and No. 3 and Dee No. 1, No. 2 and No. 3 and the Darker No. 3 claims.

Also, on these and the remaining claims the applicant has proposed to explore the anomalies in both horizons by wagon drilling.

In the opinion of the field team the applicants proposal is logical but for the present it is too extensive. It is believed that the property can be adequately explored by relatively shallow trenching and for the first phase by less drilling footage than is proposed by the applicant.

It is recommended that the trenching and wagon drilling be restricted to those areas with the most favorable anomalies, and that the amount and location of the work be limited as outlined below. The mineralization, if any, is assumed to be within 10 feet of the surface in the upper horizon in the Dakota sandstone. Due to the nearness of the horizons to the surface and the occurrence of anomalies on dip slope topography, the most favorable anomalies can be checked by a small amount of work. If they are unfavorable, no additional work need be done, and some of the wagon drilling probably

* See pg. [illegible] .09% - .21% V_3O_8 [illegible]

would be necessary if trenching fails to expose mineralization. However, as there is the possibility that ore might occur in the lower, favorable (?) horizon this horizon should be checked.

The lower horizon should be within a depth of 40 feet of the surface and drill holes should average about this depth and in general be spaced on a 100 foot grid pattern. In some instances the grid pattern may have to be altered to fit particular conditions and the hole spacing may be reduced or some skip drilling may be desirable. However, under Phase I the minimum grid pattern should, in no instance, be less than 50 feet.

If for any reason a closer spacing is necessary, the additional holes can be drilled after the designated areas have been explored on the larger pattern. Any drilling footage not used under Phase I in the initial exploration of the areas could be applied to the extra holes and if necessary some of the footage allowed for Phase II could be used.

The anomaly in the Lakota sandstone is not sufficiently strong to explore as yet.

Claim	Trenching (feet)	Wagon drilling (feet)
Darker #2	300	640
Surprise #1 Elkhorn #2 Elkhorn #1	300	1,000
Dee Cee #1 Surprise #2	450	600
Dee Cee #3 Lost Interest, 1, 2, and 3	150	480
Totals	1,200	2,700

The above work should be considered as Phase I of the exploration. In the event of promising results, another 6,000 feet of wagon drilling could be set aside for more thorough exploration in Phase II.

As stated by the applicant work can be started within 30 days after signing of the contract. The trenching and wagon drilling can be carried on simutaneously and it is estimated that not more than 3 months will be required to complete the project.

If it can be arranged with the AEC purchasing depot at Edgemont, it is recommended that the applicant be required to assign authority to the purchasers's of the ore to deduct royalty payments during and following completion of the project, on any ore mined from the claims included in the application as a direct or indirect result of the exploration. By such an assignment the payment and collection of royalties would be facilitated.

ESTIMATE OF COSTS

Wagon Drilling Phase I & II

		Cost Total	Cost Per. ft.
6(a)	Independent Contracts		
	Wagon Drilling 8,700 feet @ .75/ft.	$ 6,525.00	0.750
	Drill Site preparation, 2 days @ $100/day	200.00	0.023
(b)	Labor Supervision and Consultons		
	Labor, none	-	-
	Superintendent, 3 months @ $450/mo.	1,350.00	0.155
	Engineer - Geologist 1½ months @ $550/mo.	825.00	0.095
(c)	Operating Supplies	-	-
(d)	Operating Equipment		
	Ford Pick-up Truck		
	Transportation for superintendent		
	4,000 miles @ .05/mile	200.00	0.023
(e)	Initial Rehabilitation and Repair	-	-
(f)	New buildings, etc.	-	-
(g)	Payroll taxes - compensation and Liability Insurance assumed by operator	-	-
(h)	Analyses, 90 samples @ $3.50/sample	315.00	0.036
(i)	Contengencies	100.00	0.011
	Total	$9,515.00	1.093

Trenching Phase I and II

		Cost Total	Cost Per Hr.
(a)	Independent Contracts		
	15 days or 120 hrs. @ $12.50/hr. (1,200 linear ft. of trench of variable depth.)	$ 1,500.00	$12.50
(b) through (h)	Not applicable or included under items for wagon drilling as work is to be carried simultaneously	-	-
	Total	$1,500.00	$12.50

PHASE I		
Wagon Drilling - 2,700 feet @ $1.09/ft.	$2,943.00	2,940
Trenching - 15 days or 120 hrs. @ $12.50/hr.	1,500.00	1,500
Total	$4,443.00	[illegible]
PHASE II		
Wagon Drilling - 6,000 feet @ $1.09/ft.	$6,540.00	6,540
Total cost of project	$10,983.00	10,980
Total government participation @ 90%	$ 9,884.70	[illegible]

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

May 1, 1953

Memorandum

To: Executive Officer, DMEA Field Team, Region V.

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 V.

DMEA - 3012 - Weir, C. E.

ROBERT E. ADAMS

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

38226

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

COPY

Region V
2908 Colfax Avenue South
Minneapolis 8, Minnesota

April 28, 1953

[DMEA-3012, Uranium]

Memorandum

To: Operating Committee, Defense Minerals Exploration Administration, Interior Building, Washington 25, D. C.

From: Executive Officer, Field Team, Region V

Subject: Weir, Henderson, and Schuh Property, Custer County, S. Dak.

Here are three copies of an application for exploration of uranium in South Dakota, together with the original and three copies of the Field Team's Report which recommends exploration by means of trenching and wagon drilling and that it be done in two phases, which is considerably less in scope than was proposed by the applicant.

/s/ A. B. Needham
Executive Officer, Field Team

Attachments 7

NOTED
MAY 8 1953
T E P C O

Reviewed by
DMEA OPERATING COMMITTEE

(date)

DMEA - 3012

UNITED STATES
DEPARTMENT OF THE INTERIOR
DOUGLAS McKAY, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION V

C.E. Weir, L.A. Henderson, & J.H. Schuh Property

Custer County, South Dakota

E. O. Minyon, Mining Engineer
U. S. Bureau of Mines

J. A. Redden, Geologist
U. S. Geological Survey

April 24, 1953

DMEA OPERATING COMMITTEE

(date)

DEFENSE MINERALS EXPLORATION ADMINISTRATION
Report of Field Examination

by

E. G. Bingen, Mining Engineer
U. S. Bureau of Mines

J. A. Madden, Geologist
U. S. Geological Survey

Docket No:

Applicant: G.E. Weir, L.A. Henderson, & J.H. Schuh (A partnership) Edgemont, S. Dak.

Commodity: Uranium (Carnotite)

SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS

The applicant, a partnership between G. E. Weir, L. A. Henderson, and J. H. Schuh is addressed in care of G. E. Weir, 628 South Dakota Ave., Sioux Falls, S. Dak., or locally in care of L. A. Henderson, New Castle, Wyoming.

The property comprises a total of 16 unpatented lode mining claims divided into two separate groups of 3 and 13 claims each. Only 15 claims are included in this application, the Dark No. 1 claim which is in the larger group being specifically excluded.

Both groups of claims are held by the applicant under a single lease agreement and are in sections 10, 14, and 15, T. 6 S., R. 1 E., B.H.B.M., Custer County, S. Dak. and are accessible the year around by fair to good country roads except for a few weeks in mid-winter and early spring.

A preliminary examination of the property was made by the field team in company with Messrs. Weir, Henderson, and Schuh and approximately three hours were spent mainly in discussing the procedure for filing the application and the methods to be used for exploration. The applicant was in agreement with the suggestions by the field team as to the amount and methods of exploration, and the use of a short form contract for the proposed work. The application was submitted the early part of February, but owing to adverse weather conditions the property was inaccessible until the end of March.

Another examination was made by the field team on March 23, 1953 in company with William Braddock and Arthur Rose of the U.S.G.S., who are assigned to the AEC office in Hot Springs. Approximately 4 hours were spent on the examination and in discussing the merits of property; whether or not exploration was warranted, the most feasible methods of exploration, and the amount of work required to explore the property.

H. S. Stafford, Chief of the AEC Hot Springs office considered the property as being in a somewhat favorable location and warranting exploration.

The Dakota sandstone, rather than the Lakota, as stated in the application, is the formation which in general covers both groups of claims and the anomalies, as indicated on the map, are found in two horizons in the Dakota formation. An anomaly located a considerable distance below the two horizons in the Dakota is apparently in the Lakota sandstone and not in the upper Sundance as stated by the applicant.

The upper of the two horizons forms a soil covered dip slope on the Surprise No. 1 and 2 claims, the Elkhorn No. 1 and 2 and the Dee Cee No. 1 and 2 claims, and on the Darker No. 2 where it is dissected by gulleys. Mineralization in this horizon can be assumed to be within about 10 feet of the surface. The lower horizon is from 15 to 30 feet below the upper and is found on the Dark No. 1 claim, the Lost Interest group and the Dee Cee No. 3 claim. The best exposures of mineralization are seen in the lower horizon on the Dark No. 1 claim, and occur as small high pockets as well as disseminated low grade beds immediately beneath the massive bed. Apparently carnotite is the principal ore mineral, however, autunite is reported and other uranium minerals are probably present.

The Last Chance claims, east of the rim which is formed by the Dakota sandstone, have a relief of about 300 feet and on these claims the Fusen shale, Lakota sandstone and Morrison formation outcrop. The Lost Interest No. 1 of the Lost Interest group is crossed by the rim of the Dakota sandstone.

Approximately 100 tons of ore with a grade varying from .09 to .21 V_2O_5 and containing from .17 to .28 V_2O_5 have been shipped from the open cuts on Dark No. 1.

The anomalies were checked and found to be as indicated on the accompanying map except for those shown on the Last Chance No. 1, 2, and 3 where no anomalies could be located. On several of the claims the anomalies did not register much more than double the background with a conventional gieger counter, and on others where a scintillometer was probably used for the original survey, the counter registered even less.

The number and scattered location of the anomalies throughout the area included by the claims mentioned above, and the ore deposit exposed on the Dark No. 1 claim indicate that the area is well mineralized and that some exploration is warranted. Also this part of the Ridgemont district has had a relatively minor amount of exploration compared to what has been done in the Red, Coal, and Craven Canyons areas where the indication of mineralization in much of the area is no more favorable than the area under consideration.

From the information now available it is concluded that the property does not warrant exploration on the scale proposed by the applicant but the evidence of mineralization is sufficient to require a limited amount of exploration, particularly in those areas where the most favorable anomalies occur. As stated, the applicant has specifically excluded the area included by the Dark No. 1 claim from the application.

It is recommended that the property be explored by means of trenching and wagon drilling and that exploration be done in two phases. Under Phase I the work is to be confined to the favorable areas on the Elkhorn No. 1 and No. 2, Surprise No. 1 and No. 2, the Darter No. 2, Dee Cee No. 1 and No. 3 and the Lost Interest No. 1, 2, and 3 claims.

If the results of Phase I are favorable then additional exploration by wagon drilling would be done under Phase II.

Under Phase I, the proposed exploration is to consist of a total of 1,200 feet of trenching by bull dozer and 2,700 feet of wagon drilling and is to be distributed over the various claims as outlined in the text. For Phase II 6,000 feet of wagon drilling is recommended. The location, depth and grid spacing of the drilling under Phase II is to be determined by the results of Phase I.

The estimated cost of the work is as follows:

Phase I

Estimated time - 15 days or 120 hrs.	
1,200 feet trenching @ $12.50/hr. (Variable depth)	$ 1,500.00
2,700 feet wagon drilling @ $1.09/ft.	2,943.00
Phase II	
6,000 feet wagon drilling @ $1.09/ft.	6,540.00
Total	$10,983.00

Total government participation @ 90% $ 9,884.70

It is also recommended that before the contract is let the applicant be required to make an assignment to the AEC purchasing depot

at Edgemont, or to any purchaser to permit deduction of royalty payments on any ore mined and sold from the property as a direct or indirect result of the exploration and that such assignment would apply on ore sold both during and subsequent to the actual exploration under the contract.

NAME, LOCATION, AND DESCRIPTION OF THE PROPERTY

The property, known locally only as the "Weir Property", comprises 16 unpatented lode mining claims which are divided into two groups of 3 and 13 claims each. The groups are approximately 1/2 mile apart.

The Last Interest No. 1, 2 and 3 claims make up the smaller group and are in section 10, T. 6 S., R. 2 E., B.H.B.M., Custer County, S. Dak. The claims in the larger group are the Last Chance No. 1, 2, and 3, Bee Gee Nos. 1, 2, and 3, Surprise No. 1 and 2, Kit Kara No. 1 and 2, the Pete No. 2, Durham No. 2, and Dark No. 1. (The Dark No. 1 claim is not included in the application.) The group is located as shown on the map in sections 14 and 15, T. 6 S., R. 2 E., B.H.B.M., Custer County, S. Dak.

The claims are approximately 20 miles northwest of Edgemont, Fall River County, and 20 miles southwest of Custer, the local supply centers. Dewey, a small rail point on the Chicago, Burlington, and Quincy railroad, is about 3 miles due west of the property.

Access to Dewey from either Edgemont or Custer is by way of unimproved dirt roads which are maintained by the county. From these, the roads to and on the property have been constructed with a bull dozer, and at best are in only fair condition. Without considerable improvement the roads would, with only moderate snow or rain fall, become practically impassible.

A greater part of the area included by both groups of claims is flat to gently sloping mesa, country cut by a few small canyons or gullies. On the Last Chance Claims, which is the eastern boundary of the property, the area covered is a steep sloping canyon wall and drops off to the west from the rim of Dakota sandstone about 300 feet into Pass Creek Valley.

PROPERTY RIGHTS

The applicant holds the entire property; two groups of a total of 16 unpatented claims, under a single lease agreement. Earl Durham and E. G. Cook, of Dewey, Custer County, S. Dak. are joint lessors of the property. All claims are recorded at the Register of Deeds office in Custer, S. Dak., in Location Book No. 17, Pages 494 - 496 - 502 - 503 - 504 - 557 - 558 - 560 - 561 - 582. The Owner's

Consent to Lien accompanies the application. Included with the application are all agreements pertaining to arrangements between C. E. Weir, J. H. Schuh, and L. A. Henderson as to the amount either, in services or funds, each party is to contribute and to the division of any profits derived from the property.

It seems that there might be some question as to the right of one of the members of the partnership, the applicant, to contract for the proposed work to be done for the partnership under an Exploration Project Contract. The matter has not been discussed with the applicants as the field team is of the opinion that it does not have the authority to rule on such matters.

GEOLOGY

Two horizons in the Dakota sandstone contain anomalies. The lower of these, including the ore on the Dark No. 1 claim, is about 15 to 30 feet below the upper horizon. The upper horizon forms a soil covered dip slope on the Surprise No. 1 and No. 2 claims, Elkhorn No. 1 and No. 2 claims and Dee Cee No. 1 and No. 2 claims. The Darker No 2 claim contains this same dip slope horizon but is dissected by small gulleys. Most of the Dee Cee No. 3 claim covers the exposures of the lower horizon exposed on the Dark No. 1 claim. The Last Interest claims are apparently in the lower horizon and are dissected by larger gulleys. The Last Chance claims are east of the rim formed by a outcrop of the Dakota sandstone and have a relief of about 300 feet. The Fuson shale, Lakota sandstone and Morrison formation crop out on these 3 claims. The rim of the Dakota sandstone continues to the north and crosses the Last Interest No. 1 claim.

The observed mineralization is in the Dakota sandstone rather than the Lakota sandstone as indicated by the applicants. The lower anomaly stated by the applicants to be in the upper Sundance formation is apparently in the Lakota sandstone which is relatively thin in this area.

The mineralization is best exposed on the Dark No. 1 claim where the applicants have discovered several hundred tons of ore. The exposed mineralization occurs in a 1-foot thick bed of massive sandstone, and in thin argillaceous beds immediately beneath the massive bed. Carnotite is probably the most abundant mineral, but autunite has also been reported from the area. Other uranium minerals are probably present.

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At present an estimate of ore reserves on the property is not feasible as it cannot be made with any degree of accuracy.

PAST OPERATIONS

Exploratory work done by the applicants consist of an extensive shallow open cut on the Dark No. 1 claim and small trenches on all but the Last Chance and Lost Interest claims. A few shallow jack hammer holes have been drilled on the Lost Interest group.

As reported by the applicant ore shipments totaling approximately 100 tons have been made to the Edgemont buying station. The ore which was mined from the open cut on the Dark No. 1 claim varied in grade from .09% - .21% V_2O_5 and .17% - 28% V_2O_5

DESCRIPTION OF THE PROJECT

The exploratory work, as outlined in the application, is planned to be done on all claims except the Last Chance No. 1, 2, and 3, and the Dark No. 1 claim, which is not included in the application. Rim cutting would be confined to the Lost Interest No. 2, and No. 3 and Dee No. 1, No. 2 and No. 3 and the Darkar No. 1 claims. ?

Also, on these and the remaining claims the applicant has proposed to explore the anomalies in both horizons by wagon drilling.

In the opinion of the field team the applicants proposal is logical but for the present it is too extensive. It is believed that the property can be adequately explored by relatively shallow trenching and for the first phase by less drilling footage than is proposed by the applicant.

It is recommended that the trenching and wagon drilling be restricted to those areas with the most favorable anomalies, and that the amount and location of the work be limited as outlined below. The mineralization, if any, is assumed to be within 10 feet of the surface in the upper horizon in the Dakota sandstone. Due to the nearness of the horizons to the surface and the occurrence of anomalies on dip slope topography, the most favorable anomalies can be checked by a small amount of work. If they are unfavorable no additional work need be done, and some of the wagon drilling probably

would be necessary if trenching fails to expose mineralization. However, as there is the possibility that ore might occur in the lower, favorable (?) horizon this horizon should be checked.

The lower horizon should be within a depth of 40 feet of the surface and drill holes should average about this depth and in general be spaced on a 100 foot grid pattern. In some instances the grid pattern may have to be altered to fit particular conditions and the hole spacing may be reduced or some skip drilling may be desirable. However, under Phase I the minimum grid pattern should, in no instance, be less than 50 feet.

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The anomaly in the Lakota sandstone is not sufficiently strong to explore as yet.

Claim	Trenching (feet)	Wagon drilling (feet)
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Elkhorn #2	 300	1,000
Elkhorn #1		
Dee Cee #1		
Surprise #2	 450	600
Dee Cee #3		
Lost Interest,	 150	460
1, 2, and 3		
Totals	1,200	2,700

The above work should be considered as Phase I of the exploration. In the event of promising results, another 6,000 feet of wagon drilling could be set aside for more thorough exploration in Phase II.

As stated by the applicant work can be started within 30 days after signing of the contract. The trenching and wagon drilling can be carried on simultaneously and it is estimated that not more than 3 months will be required to complete the project.

If it can be arranged with the AEC purchasing depot at Edgemont, it is recommended that the applicant be required to assign authority to the purchasers's of the ore to deduct royalty payments during and following completion of the project, on any ore mined from the claims included in the application as a direct or indirect result of the exploration. By such an assignment the payment and collection of royalties would be facilitated.

ESTIMATE OF COSTS

Wagon Drilling Phase I & II

	Cost Total	Cost Per. Ft.
(a) Independent Contracts		
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Wagon Drilling - 6,000 feet @ $1.09/ft.	$6,540.00
Total cost of project	$10,983.00
Total government participation @ 90%	$ 9,884.70

5/11/53 gla

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON, D.C.~~
Region V
2908 Colfax Avenue South
Minneapolis 8, Minnesota

April 28, 1953

[DMEA-3012, Uranium]

Memorandum

To: Operating Committee, Defense Minerals Exploration Administration, Interior Building, Washington 25, D. C.

From: Executive Officer, Field Team, Region V

Subject: Weir, Henderson, and Schuh Property, Custer County, S. Dak.

Here are three copies of an application for exploration of uranium in South Dakota, together with the original and three copies of the Field Team's Report which recommends exploration by means of trenching and wagon drilling and that it be done in two phases, which is considerably less in scope than was proposed by the applicant.

A. B. Needham
Executive Officer, Field Team
Region V

Attachments 7

Reviewed by
DMEA OPERATING COMMITTEE
5-8-53
(date)

DMEA-3012

UNITED STATES
DEPARTMENT OF THE INTERIOR
DOUGLAS McKAY, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION V

C.E. Weir, L.A. Henderson, & J.H. Schuh Property

Custer County, South Dakota

E. O. Binyon, Mining Engineer
U. S. Bureau of Mines

J. A. Redden, Geologist
U. S. Geological Survey

April 24, 1953

Reviewed by
DMEA OPERATING COMMITTEE

5-8-53
(date)

Dmea - 3012

DEFENSE MINERALS EXPLORATION ADMINISTRATION
Report of Field Examination

by

E. O. Bizyon, Mining Engineer
U. S. Bureau of Mines

J. A. Redden, Geologist
U. S. Geological Survey

Docket No: 3012

Applicant: C.E. Weir, L.A. Henderson, & J.H. Schuh (A partnership) Edgemont, S. Dak.

Commodity: Uranium (Carnotite)

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Reviewed by
DMEA Operations Committee
5-9-53
(date)

Another examination was made by the field team on March 23, 1953 in company with William Braddock and Arthur Rose of the U.S.G.S., who are assigned to the AEC office in Hot Springs. Approximately 4 hours were spent on the examination and in discussing the merits of property; whether or not exploration was warranted, the most feasible methods of exploration, and the amount of work required to explore the property.

H. S. Stafford, Chief of the AEC Hot Springs office considered the property as being in a somewhat favorable location and warranting exploration.

The Dakota sandstone, rather than the Lakota, as stated in the application, is the formation which in general covers both groups of claims and the anomalies, as indicated on the map, are found in two horizons in the Dakota formation. An anomaly located a considerable distance below the two horizons in the Dakota is apparently in the Lakota sandstone and not in the upper Sundance as stated by the applicant.

The upper of the two horizons forms a soil covered dip slope on the Surprise No. 1 and 2 claims, the Elkhorn No. 1 and 2 and the Dee Cee No. 1 and 2 claims, and on the Darker No. 2 where it is dissected by gulleys. Mineralization in this horizon can be assumed to be within about 10 feet of the surface. The lower horizon is from 15 to 30 feet below the upper and is found on the Dark No. 1 claim, the Lost Interest group and the Dee Cee No. 3 claim. The best exposures of mineralization are seen in the lower horizon on the Dark No. 1 claim, and occur as small high pockets as well as disseminated low grade beds immediately beneath the massive bed. Apparently carnotite is the principal ore mineral, however, autunite is reported and other uranium minerals are probably present.

The Last Chance claims, east of the rim which is formed by the Dakota sandstone, have a relief of about 300 feet and on these claims the Fuson shale, Lakota sandstone and Morrison formation outcrop. The Lost Interest No. 1 of the Lost Interest group is crossed by the rim of the Dakota sandstone.

Approximately 100 tons of ore with a grade varying from .09 to .21 V_3O_8 and containing from .17 to .28 V_2O_5 have been shipped from the open cuts on Dark No. 1.

The anomalies were checked and found to be as indicated on the accompanying map except for those shown on the Last Chance No. 1, 2, and 3 where no anomalies could be located. On several of the claims the anomalies did not register much more than double the background with a conventional Geiger counter, and on others where a scintillometer was probably used for the original survey, the counter registered even less.

The number and scattered location of the anomalies throughout the area included by the claims mentioned above, and the ore deposit exposed on the Dark No. 1 claim indicate that the area is well mineralized and that some exploration is warranted. Also this part of the Edgemont district has had a relatively minor amount of exploration compared to what has been done in the Red, Coal, and Graves Canyons areas where the indication of mineralization in much of the area is no more favorable than the area under consideration.

From the information now available it is concluded that the property does not warrant exploration on the scale proposed by the applicant but the evidence of mineralization is sufficient to require a limited amount of exploration, particularly in those areas where the most favorable anomalies occur. As stated, the applicant has specifically excluded the area included by the Dark No. 1 claim from the application.

It is recommended that the property be explored by means of trenching and wagon drilling and that exploration be done in two phases. Under Phase I the work is to be confined to the favorable areas on the Kitchens No. 1 and No. 2, Surprise No. 1 and No. 2, the Darkar No. 2, Bar Cee No. 1 and No. 3 and the Lost Interest No. 1, 2, and 3 claims.

If the results of Phase I are favorable then additional exploration by wagon drilling would be done under Phase II.

Under Phase I, the proposed exploration is to consist of a total of 1,200 feet of trenching by bull dozer and 2,700 feet of wagon drilling and is to be distributed over the various claims as outlined in the text. For Phase II 6,000 feet of wagon drilling is recommended. The location, depth and grid spacing of the drilling under Phase II is to be determined by the results of Phase I.

The estimated cost of the work is as follows:

Phase I

Estimated time - 15 days or 120 hrs.	
1,200 feet trenching @ $12.50/hr. (variable depth)	$ 1,500.00
2,700 feet wagon drilling @ $1.09/ft.	2,943.00
Phase II	
6,000 feet wagon drilling @ $1.09/ft.	6,540.00
Total	$10,983.00
Total government participation @ 90%	$ 9,884.70

It is also recommended that before the contract is let the applicant be required to make an assignment to the AEC purchasing depot

at Edgemont, or to any purchaser to permit deduction of royalty payments on any ore mined and sold from the property as a direct or indirect result of the exploration and that such assignment would apply on ore sold both during and subsequent to the actual exploration under the contract.

NAME, LOCATION, AND DESCRIPTION OF THE PROPERTY

The property, known locally only as the "Hair Property", comprises 16 unpatented lode mining claims which are divided into two groups of 3 and 13 claims each. The groups are approximately 1/2 mile apart.

The Last Interest No. 1, 2 and 3 claims make up the smaller group and are in section 10, T. 6 S., R. 2 E., B.H.M., Custer County, S. Dak. The claims in the larger group are the Last Chance No. 1, 2, and 3, Dee Ess Mag. 1, 2, and 3, Surprise No. 1 and 2, Elk Horn No. 1 and 2, the Pete No. 2, Bunker No. 2, and Dark No. 1. (The Dark No. 1 claim is not included in the application.) The group is located as shown on the map in sections 14 and 15, T. 6 S., R. 2 E., B.H.M., Custer County, S. Dak.

The claims are approximately 20 miles northwest of Edgemont, Fall River County, and 24 miles northwest of Custer, the local supply centers. Dewey, a small rail point on the Chicago, Burlington, and Quincy railroad, is about 3 miles due west of the property.

Access to Dewey from either Edgemont or Custer is by way of unimproved dirt roads which are maintained by the county. From there, the roads to and on the property have been constructed with a bull dozer, and at best are in only fair conditions. Without considerable improvement the roads would, with only moderate snow or rain fall, become practically impassible.

A greater part of the area included by both groups of claims is flat to gently sloping open, country cut by a few small canyons or gullies. On the Last Chance Claims, which is the eastern boundary of the property, the area covered is a steep sloping canyon wall and drops off to the east from the rim of Dakota sandstone about 300 feet into Pass Creek Valley.

PROPERTY RIGHTS

The applicant holds the entire property; two groups of a total of 16 unpatented claims, under a single lease agreement. Earl Darrow and E. G. Cook, of Dewey, Custer County, S. Dak. are joint lessors of the property. All claims are recorded at the Register of Deeds office in Custer, S. Dak., in Location Book No. 17, Pages 494 - 496 - 502 - 503 - 504 - 557 - 558 - 560 - 561 - 562. The Owner's

Consent to Lien accompanies the application. Included with the application are all agreements pertaining to arrangements between C. E. Weir, J. H. Schuh, and L. A. Henderson as to the amount either, in services or funds, each party is to contribute and to the division of any profits derived from the property.

It seems that there might be some question as to the right of one of the members of the partnership, the applicant, to contract for the proposed work to be done for the partnership under an Exploration Project Contract. The matter has not been discussed with the applicants as the field team is of the opinion that it does not have the authority to rule on such matters.

GEOLOGY

Two horizons in the Dakota sandstone contain anomalies. The lower of these, including the ore on the Dark No. 1 claim, is about 15 to 30 feet below the upper horizon. The upper horizon forms a soil covered dip slope on the Surprise No. 1 and No. 2 claims, Kilbourn No. 1 and No. 2 claims and Dee Cee No. 1 and No. 2 claims. The Darkow No 2 claim contains this same dip slope horizon but is dissected by small gulleys. Most of the Dee Cee No. 3 claim covers the exposures of the lower horizon exposed on the Dark No. 1 claim. The Last Interest claims are apparently in the lower horizon and are dissected by larger gulleys. The Last Chance claims are east of the rim formed by a outcrop of the Dakota sandstone and have a relief of about 300 feet. The Fuson shale, Lakota sandstone and Morrison formation crop out on these 3 claims. The rim of the Dakota sandstone continues to the north and crosses the Last Interest No. 1 claim.

The observed mineralization is in the Dakota sandstone rather than the Lakota sandstone as indicated by the applicants. The lower anomaly stated by the applicants to be in the upper Sundance Formation is apparently in the Lakota sandstone which is relatively thin in this area.

The mineralization is best exposed on the Dark No. 1 claim where the applicants have discovered several hundred tons of ore. The exposed mineralization occurs in a 1-foot thick bed of massive sandstone, and in thin argillaceous beds immediately beneath the massive bed. Carnotite is probably the most abundant mineral, but autunite has also been reported from the area. Other uranium minerals are probably present.

Small, high grade pockets of ore are present as well as disseminated low grade ore. Considerable ore has been lost in the stripping operations -- apparently due to the unfamiliarity of the operators with the ore occurrence.

Anomalies on the Last Interest claims are apparently associated with a thin massive sandstone bed similar to the Park No. 1 claim. The anomaly is about twice background count on the conventional geiger counter. Shallow jack hammer holes on these claims have about the same count as the sandstone bed. Anomalies on the other claims were probably detected by scintillometer and are not as strong. Mineralization was not observed on the Last Chance claims.

At present an estimate of ore reserves on the property is not feasible as it cannot be made with any degree of accuracy.

PAST OPERATIONS

Exploratory work done by the applicants consist of an extensive shallow open cut on the Park No. 1 claim and small trenches on all but the Last Chance and Last Interest claims. A few shallow jack hammer holes have been drilled on the Last Interest group.

As reported by the applicant ore shipments totaling approximately 180 tons have been made to the Edgemont buying station. The ore which was mined from the open cut on the Park No. 1 claim varied in grade from .09% - 21% V_2O_5 and .17% - 20% V_2O_5

DESCRIPTION OF THE PROJECT

The exploratory work, as outlined in the application, is planned to be done on all claims except the Last Chance No. 1, 2, and 3, and the Park No. 1 claim, which is not included in the application. Rim cutting would be confined to the Last Interest No. 2, and No. 3 and Red No. 1, No. 2 and No. 3 and the Bunker No. 3 claims.

Also, on these and the remaining claims the applicant has proposed to enclose the anomalies in both horizons by wagon drilling.

In the opinion of the field team the applicants proposal is logical but for the present it is too extensive. It is believed that the property can be adequately explored by relatively shallow trenching and for the first phase by less drilling footage than is proposed by the applicant.

It is recommended that the trenching and wagon drilling be restricted to those areas with the most favorable anomalies, and that the amount and location of the work be limited as outlined below. The mineralization, if any, is assumed to be within 10 feet of the surface in the upper horizon in the Dakota sandstone. Due to the nearness of the horizons to the surface and the occurrence of anomalies on dip slope topography, the most favorable anomalies can be checked by a small amount of work. If they are unfavorable no additional work need be done. Had some of the wagon drilling probably

would be necessary if trenching fails to expose mineralization. However, as there is the possibility that ore might occur in the lower, favorable (?) horizon this horizon should be checked.

The lower horizon should be within a depth of 40 feet of the surface and drill holes should average about this depth and in general be spaced on a 100 feet grid pattern. In some instances the grid pattern may have to be altered to fit particular conditions and the hole spacing may be reduced or some skip drilling may be desirable. However, under Phase I the minimum grid pattern should, in no instance, be less than 50 feet.

If for any reason a closer spacing is necessary, the additional holes can be drilled after the designated areas have been explored on the larger pattern. Any drilling footage not used under Phase I in the initial exploration of the areas could be applied to the extra holes and if necessary some of the footage allowed for Phase II could be used.

The anomaly in the Lakota sandstone is not sufficiently strong to explore as yet.

Claim	Trenching (feet)	Wagon drilling (feet)
Darlor #2	 300	640
Surprise #1		
Elkhorn #2	 300	1,000
Elkhorn #1		
Dee Cee #1		
Surprise #2	 450	600
Dee Cee #3		
Lost Interest,	 150	460
1, 2, and 3		
Totals	1,200	2,700

The above work should be considered as Phase I of the exploration. In the event of promising results, another 6,000 feet of wagon drilling could be set aside for more thorough exploration in Phase II.

As stated by the applicant work can be started within 30 days after signing of the contract. The trenching and wagon drilling can be carried on simultaneously and it is estimated that not more than 3 months will be required to complete the project.

If it can be arranged with the AEC purchasing depot at Edgemont, it is recommended that the applicant be required to assign authority to the purchasers's of the ore to deduct royalty payments during and following completion of the project, on any ore mined from the claims included in the application as a direct or indirect result of the exploration. By such an assignment the payment and collection of royalties would be facilitated.

ESTIMATE OF COSTS

Wagon Drilling Phase I & II

	Cost Total	Cost Per. Ft.
6(a) Independent Contracts		
Wagon Drilling 8,700 feet @ .75/ft.	$ 6,525.00	0.750
Drill Site preparation, 2 days @ $100/day	200.00	0.023
(b) Labor Supervision and Consultons		
Labor, none	-	-
Superintendent, 3 months @ $450/mo.	1,350.00	0.155
Engineer - Geologist 1½ months @ $550/mo.	825.00	0.095
(c) Operating Supplies	-	-
(d) Operating Equipment		
Ford Pick-up Truck		
Transportation for superintendent		
4,000 miles @ .05/mile	200.00	0.023
(e) Initial Rehabilitation and Repair	-	-
(f) New buildings, etc.	-	-
(g) Payroll taxes - Compensation and Liability Insurance assumed by operator	-	-
(h) Analyses, 90 samples @ $1.50/sample	135.00	0.016
(i) Contingencies	108.00	0.012
Total	$9,515.00	1.093

Trenching Phase I and II

	Cost Total	Cost Per Hr.
(a) Independent Contracts		
15 days or 120 hrs. @ $12.50/hr. (1,200 linear ft. of trench of variable depth.)	$ 1,500.00	$12.50
(b) through (h) Not applicable or included under items for wagon drilling as work is to be carried simultaneously	-	-
Total	$1,500.00	$12.50

PHASE I		
Wagon Drilling - 2,700 feet @ $1.09/ft.		$2,943.00
Trenching - 15 days or 120 hrs. @ $12.50/hr.		1,500.00
	Total	$4,443.00
PHASE II		
Wagon Drilling - 6,000 feet @ $1.09/ft.		$6,540.00
	Total cost of project	$10,983.00
	Total government participation @ 90%	$ 9,884.70

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
Defense Minerals Administration
RECEIVED
APR 30 1953

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-3012
Metal or Mineral
Date Received 4/30/53
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: C. E. Weir & 628 South Dakota Ave. Sioux Falls, S. Dak. * L. A. Henderson Newcastle, Wyoming * Henry Schuh Faith, S. Dak. (Partners)

(*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 Unpatented Lode Mining ~~XXXXX~~ Claims (See Map And Attached Sheets)

(*b*) State any mine name by which the property is known. See map and attached sheets

(*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. Attached

(*e*) If you own the land, describe any liens or encumbrances on it None

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. See attached sheets

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

Carnotite type Uranium Minerals

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

(*c*) The work will start within 30 days and be completed within 5 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 Feb 19, 1953

(Applicant)

By C E Weir

L A Henderson

Henry Schuh

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

MF-203

OWNER'S CONSENT TO LIEN

WHEREAS, the undersigned, as owner~~s XXXXXXX~~, lessor, ~~XXXXXX~~ has an interest in certain property in the State of S. Dakota, County of Custer, described as follows: 1/ Unpatented lode mining claims as follows, Last Chance # 1-# 2-# 3 Recorded in book 17 page 582, Dee Cee # 1-# 2-# 3, Recorded in book book 17, page 502-503, Lost Interest # 1-# 2-# 3, ~~Recorded in book 17, page 494-496-504, Surprise # 1-#2,~~ recorded in book 17, page 561-562, Elk Horn # 1-# 2, Recorded ~~in book 17, page 560-561, Pete # 2 Book 17 page 557 Darker~~ # 2, Book 17 Page 558.

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/ C.E.Weir & of 628 S.Dakota Ave. Sioux Falls, S.Dakota and L.A.Henderson of Newcastle, Wyoming

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/$ ~~31,561.60~~ 1692.00, or ten years have elapsed from the date of the 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 said contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned.

Earl Dancer
E. L. Cook

Dated this _____ day of _____, 195 ___.

_____ [Seal]

_____ [Seal]

_____ [Seal]

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.

3 - A*B*F*
See Attached Map. Unpatented lode mining claims as follows:

NAME		RECORDED IN BOOK	PAGE
LAST CHANCE	# 1-2-3	17	582
BEE CEE	#1-2-3	17	502-503
Lost Interest	#1-2-3	17	494-496-504
SURPRISE	#1-2	17	561-562
ELK HORN	#1-2	17	560-561
PETE	#2	17	557
DARKER	#2	17	558

3 - C
Lessee

3 - D
Applicants control the above described property by lease as per attached copies.

3 - E
None.

4 - A*B
There has been no actual mining on the above described property but considerable geophysical work has been done with a scintillometer and geiger counter that has indicated a number of radioactive anomalies at two levels in the Lakota Sandstone. (See attached map).

Fouteen truck loads of carnotite type uranium ore was hauled to the American Smelting & Refining company's ore buying station at Edgemont, South Dakota during the first part of January, 1953, by the applicants. Loads averaged seven tons each and assayed from .09% to .21% U_3O_8 and .17 V_2O_5 to .28 V_2O_5. This ore was mined open pit method from Dark # 1, a claim in the north center of the above listed group (see map). In this deposit the overburden averaged about one and a half feet thick. An estimated 250 short tons of unmined ore still remains in this one orebody. This orebody ran one foot to three feet in thickness.

The stripping of this deposit was accomplished with a D-8 tractor and bulldozer and the loading of the trucks was done with a D-2 tractor and front end loader.

All claims are easily accessable (see map) and have been examined during the second week of January, 1953, by Mr. E. O. Binyon of the U. S. Bureau of Mines from the School of Mines at Rapid City, South Dakota and by Mr. Jack Redden of the U. S. Geological Survey from Custer South Dakota.

4 - C
The Lakota sandstone dips gently to the southwest with the highest points on the north and east of the claims except for the Last Chance group which lie on the east side of Pass Creek Canyon (see map). The whole area is cut with a number of small gulches but no cliffs are exposed to show the formation layers in place. The carnotite so far discovered came from Dark #1 (see map) but radio active anomalies have been found and marked on all claims. Known mineralization in the area consists of a yellow coating of the sand grains and filling between same. Mineralization occurs in a find grain, white to brown sandstone, thin bedded, and between layers of gray shale and in slightly courser sandstone that is massive and from white to brown in color. Some small concentrated pockets of carnonite have been found in brown concretionary rolls three or four feet in diameter and several times that long, and have assayed as high as 6.56 % U_3O_8. The anomalies in the area seem to indicate two horizons of mineralization in the Lakota sandstone. On the Last Chance group good anomlies have been found in the Sundance sandstone where carbonatious inclusions are associated with the soft white sandstone and gray shale. This exploration is for the purpose of revealing other ore bodies that are thought to underlie the areas marked on the map for drilling and rim cutting.

4 - D
An access road has been built by the applicants from the Custer-Dewey county road to the north end of Dark #1(see map). Some additional roads will be needed to reach exploration areas.

4 - E
Manpower, materials, supplies, equipment and etc. are obtainable in Edgemont and other nearby towns.

5 - A
Carnotite type uranium minerals.

5 - B
Proposed exploration work consists of 12,000 linear feet of wagon drill holes, spaced fifty to one hundred feet apart, of an average depth of thirty five feet, and also 4,000 linear feet of rim cutting with a bulldozer. Ninty-Five percent (95%) of exploration will be confined to the Lakota sandstone being this formation has been the muneral producer in this area.

5 -C
Work can be started within thirty days and completed in five months of the date of completed contract.

5 - D
The drilling contracted to

Rim cutting will be contracted to Weir Construction Company of 226 Kresge Building, Sioux Falls, South Dakota. This firm has been in this and similar types of business for twenty five years. Copy of contract attached. Mr. A. L. Henderson, who will supervise the placing of the rim cuts and the drilling data is a compentent man with fifteen years Geological experience in the field. Mr Henry Schuh will supervise the maintainance of the machinery and equipment. He has operated in this capacity in several western States, Alaska and Canada.

6 - A ESTIMATE OF COSTS,

TOTAL ITEM COST		PER FOOT COST
Drilling	$9000.00	$ 0.75
Superintendent	1350.00	0.135
Bookkeeper	300.00	0.03
Drill Sight preparation	1000.00	0.10
Analytical Work	300.00	0.03
Superintendent TRANSPORTATION	200.00	0.02
Office Rent	100.00	0.01
Contingencies.....T	200.00	0.02
TOTALS	$12450.00	$ 1.095
Rim Cutting	$6000.00	$ 1.50
Superintendent	900.00	0.22
Bookkeeper	100.00	0.02
Superintendent TRANSPORTATION	100.00	0.02
Analytical	100.00	0.02
Office Rent	50.00	0.01
Contingencies	100.00	0.02
TOTALS	$6350.00	$ 1.57

Total time estimated for drilling and rim cutting is five months. Costs are based on three months for drilling and two months for rim cutting.

6 - A ESTIMATE OF COSTS,

TOTAL ITEM COST		PER FOOT COST
Drilling.....	$ 9000.00	$ .75
Sup. Sal. 3 months.....	1350.00	.135
Drill Site Prep.		
Contracted to Weir Construction Co.....:		
1000' @ $1.40 Pr. Ft.....	1400.00	.14
Analy. Work 60 assays @ $5.00.....	300.00	.03
Trans. for Sup. @ 07¢ Pr. Mi.....	200.00	.02
Contingencies.....	200.00	.02
	$12450.00	$1.095
Rim Cutting.....	$ 5600.00	$1.40
Sup. Sal. 2 months @ $450.00.....	900.00	.22
Trans. For Sup. @.07¢ Pr. Mi.	100.00	.02
Analytical Work 20 assays @ $5.00.....	100.00	.02
Contingencies (2% of costs).....	100.00	.02
	$ 6800.00	$
	12450.00	1.68
Prep. of Final Report.....	150.00	
Pay Roll Tax 5% $2400.00.....	120.00	
	$19520.00	

1000 Ft. of Drill Site Prep.
Contracted to Weir Construction Co.
At $1.40 Pr. Ft. Also Trans. for Sup. 1050 Mi. at 07¢ Pr. Mi.

MINING LEASE

This agreement, made and entered into this 12th day of November, 1952, by and between EARL DARROW and E. G. COOK of Dewey, Custer County, South Dakota, Parties of the First Part, and hereinafter designated as Lessors, and C. E. Wier of 226 Kriege Building, Sioux Falls, South Dakota, Party of the Second Part, and hereinafter designated as Lessee, in manner and form following:

WITNESSETH:

WHEREAS, the Lessors are the owners and holders of the following described mining claims situated in the County of Custer and State of South Dakota, to-wit:

DARK NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 504.

PETE NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17, of Locations, Page 557.

DARKER NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer, County, South Dakota, in Book 17 of Locations, Page 558.

ELKHORN NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 561.

ELKHORN NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17, of Locations, Page 560.

SURPRISE NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 562.

SURPRISE NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 561.

LOST INTEREST NO 3 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 504.

LOST INTEREST No. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 496.

LOST INTEREST NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 494.

DEE CEE NO. 3 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 503.

DEE CEE NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota in Book 17 of Locations, Page 503.

DEE CEE NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 502.

LAST CHANCE No. 3 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota in Book 17 of Locations, Page 583.

LAST CHANCE NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 582.

LAST CHANCE NO 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 582.

and

WHEREAS, Lessors are desirous of securing the mining development of the above described premises and the mineral production therefrom, and the Lessee is desirous of leasing said premises for such purposes;

NOW, THEREFORE, for and in consideration of the payments hereinafter set out, and performance of the covenants herein contained, the Parties hereto agree and contract with each other as follows, to-wit:

1. Lessors do hereby lease and give possession unto Lessee of all and each parcel of the above described property with all rights, privileges and appurtances thereunto appertaining, with the exclusive right to mine and develop said property and to remove therefrom the mineral content thereof in accordance with the terms of this lease and the Government rules and regulations pertaining thereto. The term of this Lease to be for a period of one (1) year from the date hereof, unless earlier terminated by surrender or forfeiture or otherwise, all according to the conditions herein set forth, and subject to earlier termination as hereinafter stated:

2. Within ninety (90) days from the date of the execution of this Lease, Lessee shall commence and continue with reasonable continuity agreed mining operations on the property leased hereby; otherwise, Lessee shall surrender this Lease in its entirety to the Lessors. Said operations when so commenced, shall thereafter be continued with due diligence, and same shall be conducted in a good, miner-like manner and according to the standard approved methods and practice, to the end that the recoverable mineral content of said property shall be produced and marketed as rapidly as practicable for the mutual advantage of the parties hereto. Upon termination of Lessee's estate hereunder, whether by forfeiture, surrender, or otherwise, Lessee shall have the right to remove from said within leased premises all mining machinery, trucks, and tools, owned by him, on or in said property, and all pumping equipment placed underground; but in any such case all other properties of Lessee except camp buildings, equipment, and supplies, shall be left where located as thep property of the Lessors without claim against them in favor of Lessee by way of reclamation or otherwise. The property herein stated which Lessee shall have the right to remove shall be removed within thirty days (30) from the date of termination of this Lease.

3. The Lessee shall do work or make improvements on the above described property during the term of this Agreement and extension thereof sufficient in amount to at all times cover the annual assessment work required to be performed on all of the above described mining claims , in accordance with the Statutory requirements.

4. Lessee has heretofore paid to the Lessors the sum of One Thousand Dollars, receipt of which is hereby acknowledged, and has, in addition, on the date of the execution of this Agreement, paid to the Lessors the sum of One Thousand Dollars ($1000.00), receipt of which is hereby acknowledged, and shall on or before the 1st day of December 1952, pay to the Lessors the sum of Two Thousand Dollars ($2000.00), and shall thereafter pay as royalty Fifty per cent (50 %) , based on

the gross return from the mills and any other marketing sources for the account of all tonnage and minerals produced and marketed from said leased property, with no deductions except as set out below, until such time as Lessors shall have been paid from such royalty payments the sum of Six Thousand Dollars ($6000.00), and thereafter, shall pay Fifteen per cent(15 %), based on the gross return from mills and any other marketing sources for the account and tonnage of all minerals produced and marketed from said leased property, with no deductions except as set out below. In addition to the royalty payments, Lessee shall pay to the Lessors Fifty per cent (50%) of any discovery bonus paid by the United States Government to the Lessee. Royalty payments hereunder shall be made by the Lessee to the Lessors within five (5) days after receipt by the Lessee of the proceeds for all minerals produced and marketed from the above described premises, and without deduction except Lessors' share of the validly levied production taxes or other legal burdens, if any, imposed upon the mineral production and returns by any legally constituted authority, and payment on discovery bonus shall be made by Lessee to Lessor within five (5) days from the date of receipt of any such bonus from the United States Government.

5. Lessee shall have the right and privilege of surrendering this Lease in its entirety at any time by recording in the office of the Register of Deeds of Custer County, State of South Dakota, of proper instrument conveying to Lessors all rights of Lessee hereunder, and upon such recording and upon serving notice in writing of such surrender upon Lessors by Lessee, all obligations hereunder shall be deemed terminated and cancelled insofar as his obligatory future matters shall be concerned, but no surrender shall relieve Lessee from any liability on account of royalties accrued prior to date of such surrender instrument, nor from any labor or other liability previously incurred in connection with the Lessee's operation of the said property, but Lessee shall not be obligated in any such case further than the obligations by him previously incurred.

6. Failure on the part of the Lessee to comply with all and several of the terms hereof shall not thereby render this Lease null and void, but in such case, Lessors shall promptly notify Lessee of such breach by written instrument addressed to Lessee at latter's last known post office address left with Lessors for such purposes. Lessee shall have a period of fifteen (15) days following such service in which to remedy such breach so complained of, or in case same cannot be remedied within such period through exercise of due diligence and proper methods, then, a reasonable period in which to correct such default, not in excess of thirty (30) days, shall be allowed, Upon expiration of the applicable relief period if Lessee shall not have made correction of the default so complained of, Lessors shall have the option to then terminate all rights of Lessee hereunder by Notice to such effect served upon Lessee. It is expressly understood, however, that no relief period provided under the provisions of this paragraph shall apply to or be considered as extending the time limits hereinabove specified for the commencement of initial mining work or due dates for royalty or other payments accruing to Lessors. Delay on the part of Lessors in working cancellation or forfeiture on account of default by Lessee shall in no case be deemed waiver of Lessors' right to thereafter proceed on account of such or any subsequent defaults by Lessee. The within leased property may be sold by Lessors at any time during the term of this Lease, but any sale shall be subject to the terms of this Lease, and Lessors shall immediately upon sale notify Lessee in writing of such sale.

7. The Lessee shall have the right and privilege, provided that the terms of this Lease have been complied with by him, to an extension of this Lease for a period of not in excess of five (5) years under the terms as herein set out, provided that Lessee shall notify Lessors in writing of his election to exercise right of extension at least fifteen (15) days prior to the expiration of the one (1) year period, notice to be either delivered personally to the Lessors or mailed to them at their post office address as set out in this Lease.

8. Lessee shall pay as due, all expenses, costs, and all other liabilities connected in any manner with this operation, liquable or otherwise; will at all times protect Lessors and all said property from

establishment of any liability so payable by Lessee; ;essee shall keep currently in effect all Workmen's Compensation and other adequate public liabilty and property damage insurance protecting his operations hereunder in full compliance with all statutes of the State of South Dakota and other legal authority with jurisdiction, and all his operations hereunder shall be conducted in full compliance with all valid, related requirements of all such authorities.

9. Lessors, by duly authorized representatives, shall have at all times full right to be present at and inspect all operations of Lessee hereunder, and during office hours the right to inspect all records and other paper work of Lessee connected with such operations, and the right to take copies thereof at will at Lessors' expense, but all such rights will be exercised by Lessors in a reasonable manner so as to cause minimum inconvenience.

10. Lessee's operations hereunder shall be subject to delays caused by the elements, strikes, inability to secure supplies, man-power, fuel, or other things necessary for operation purposes, Acts of God and other causes wholly without Lessee's control, but in case of such delay, Lessee shall use due diligence and proper methods to eliminate such delay as rapidly as practicable; provided that the provisions of this paragraph shall in no case be claimed or construed as extending periods specifically limited by express terms and conditions hereinabove.

11. All taxes validly levied and assessed against Lessee's property shall be paid by him as due, and all such validy levied and assessed against the property of Lessors shall be paid by them as due, and all other production or similar taxes, if any, shall be paid by parties hereto as their relative interest appear herein, respectively.

12. Time and manner of performance are of the essence of this Agreement between the parties hereto; all terms and conditions of which are co-dependent for the benefit of and binding upon the parties hereto, their respective successors, legal representatives, heirs, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Earl Darrow

E. G. Cook

LESSORS

STATE OF SOUTH DAKOTA)
;ss
COUNTY OF CUSTER)

On this 12th day of November, 1952, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Earl Darrow, E. G. Cook and C. E. Wier, well-known to me to be the persons who are described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

George V. Lampert
NOTARY PUBLIC

(S E A L)

My commission Expires Nov 12, 1955.

A G R E E M E N T

THIS AGREEMENT, made this 12th day of November, 1952, by and between C. E. WIER of Sioux Falls, South Dakota, hereinafter called Party of the First Part, and L. A. HENDERSON, of Newcastle, Wyoming, hereinafter called Party of the Second Part:

WHEREAS, Party of the First Part is the owner of certain excavating and mining equipment; and

WHEREAS, Party of the First Part has secured a leasehold for the purpose of mining Carnotite and other valuable ores and minerals on the premises described as, situated in the County of Custer, State of South Dakota, to-wit:

Dark No.1, Dee Cee No. 1, Dee Cee No. 2, Dee Cee No. 3, Lost Interest No. 1, Lost Interest No. 2, Lost Interest No. 3, Surprise No. 1, Surprise No. 2, Elkhorn No. 1, Elkhorn No. 2, Barker No. 2, Pete No. 2, Lode Mining Claims, and three additional Lode Mining Claims adjoining the Dee Cee No. 2 and Dark No. 1 Claims;

WHEREAS, Party of the First Part has heretofore advanced the sum of Two Hundred Fifty Dollars ($250.00) to the Party of the Second Part for the purpose of negotiating for the aforesaid leasehold and prospecting thereon; and

WHEREAS, Party of the First Part is desirous of developing the aforesaid leasehold into a profitable commercial mining business; and

WHEREAS, Party of the Second Part represents that he is qualified by experience and training to do prospecting for valuable ores and minerals, and to aid in the development, management, and operation of the general commercial mining business at a profit; and

WHEREAS, Party of the Second Part desires to enter into a partnership venture with Party of the First Part in the mining business and lacks the funds and equipment to do so;

NOW, THEREFORE, it is mutually agreed as follows:

The parties hereto associate themselves together for the purpose of prospecting, developing and carrying on a mining business upon the aforesaid leasehold or any other leasehold that may be obtained by the mutual approval of the parties hereto for such purpose;

Party of the First Part is to furnish any equipment he now owns and which in his opinion can and may be used in the said mining business, and for which he is to receive reasonable rental therefor out of the profits, not in excess of rentals ordinarily charged for similar machinery and equipment, and is to advance the necessary funds to obtain said leasehold and commence said mining operations;

Party of the Second Part shall devote his time and experience to testing, prospecting, organizing, managing and developing the aforesaid mining business and as compensation shall receive twenty-five per cent (25%) of all the net profits of the operating income of said mining business, after allowing a reasonable rental for Party of the First Part's equipment;

Party of the Second Part is to purchase a twenty-five percent (25%) interest in the aforesaid mining business, which interest shall be paid for by Party of the Second Part from his share of the net profits as specified in the preceding paragraph, said amount shall be credited toward 25% of the total advanced by Party of the First Part in within mining business, all before any money of net profits may be withdrawn by the Party of the Second Part, except a reasonable living expense account, not in excess of Two Hundred Fifty Dollars ($250.00) per month. The spirit and intent being to reimburse the Party of the First Part for any money by him advanced for and on behalf of the Party of the Second Part's interest, including the money advanced by the Party of the First Part for the within leasehold;

It is further agreed that as equipment and other items are purchased for within business, such shall be paid for in the said parties respective shares, and such shall be owned by the parties in such shares;

It is further agreed that in the event this leasehold is sold for a profit, each party's net profit shall be in said proportions after deducting any amount due on the party's interest;

Neither party hereto shall be entitled to any wages or salaries hereunder unless mutually agreed to by the parties hereto, however, the net profits shall be in all cases twenty-five (25) per cent to Party of the Second Part and Seventy-five (75) per cent to Party of the First Part.

C. E. Vier
Party of the First Part

L. A. Henderson
Party of the Second Part

WITNESSES:

George Lampert

Betty Guild

AGREEMENT

THIS AGREEMENT, made this _____ day of February, 1953, by and between C. E. Weir, L. A. Henderson, and J. H. Schuh, hereafter called first parties, and C. E. Weir doing business as the Weir Construction Company, hereinafter called second party, WITNESSETH,

Whereas, first parties have certain mining interests for mining Carnotite and other valuable ores and minerals on the premises described as situated in the County of Custer, State of South Dakota, to wit:

Dark No. 1, Dee Cee No. 2, Dee Cee No. 3, Lost Interest No. 1, Lost Interest No. 2, Lost Interest No. 3, Surprise No. 1, Surprise No. 2, Elkhorn No. 1, Elkhorn No. 2, Darker No. 2, Pete No. 2, Lode Mining Claims, and three additional Lode Mining Claims adjoining the Dee Cee No. 2 and Dark No. 1 Claims;

And Whereas, said first parties desires to have certain work performed on said premises to prepare and explore the same for Carnotite Ore, and

Whereas, the second party has the necessary and proper equipment to perform such work,

NOW, THEREFORE, second party agrees that he will enter upon the lands afore-described and begin the exploration for said Carnotite Ore with the proper and necessary drilling equipment and men to operate the same, and for which drilling the first parties shall pay to second party the sum of Seventy-Five Cents (75¢) a foot for the depth of each hole drilled by second party for such exploration.

And second party agrees to furnish the necessary equipment and labor for the required rim cutting, and the price charged for such rim cutting by second party shall be One Dollar Forty Cents ($1.40) per lineal foot and shall include rim cutting for drill site preparation.

And second party shall at his own expense carry the necessary workmen's compensation insurance while performing aforesaid work.

At the end of each calendar month, during which work as specified herein performed by the second party, second party shall submit an invoice of the work by him so performed, to first parties, and which invoice shall then be paid by first parties.

IN WITNESS WHEREOF, the parties hereto have the date above written subscribed their names.

_____

_____

_____
First parties

_____
Second party

A G R E E M E N T

THIS AGREEMENT, Made and ejtered into the 5th day of January, 1953, by and between C. E. Wier, party of the first part, and J. H. Schuh, party of the second part.

WITNESSETH: That whereas, C. E' Wier, party of the first part is lessee and holder of a group of lode mining claims hereinafter described, as follows:

DARK No. 1, PETE NO. 2, DARKER No. 2, ELKHORN No. 2, ELK HORN No. 1, SURPRISE No. 2, SURPRISE No. 1, LOST INTEREST NO. 3, LOST INTEREST No. 2, LOST INTEREST No. 1, DEE CEE NO. 3, DEE CEE NO. 2, DEE CEE No. 1, LAST CHANCE NO. 3, LAST CHANCE No. 2, LAST CHANCE No. 1

under a mining lease dated November 12, 1952,

AND WHEREAS, said C. E. Wier has a 75% interest in said lease, 25 % being held by another party,

NOW THEREFORE, it is understood and agreed by and between the parties hereto, that both parties shall own equally and participate in the 75% interest held in the name of C. E. Wier in the above mentioned mining lease. Both parties shall contribute equally towards the costs of operating and mining said claims, and shall divide equally any and all profits derived from this 75% interest.

IN WITNESS WHEREOF, both parties hereto have hereunto set their hands and seals the day and year first above written.

C. E. Wier,
Party of the First Part.

J. H. Schuh
Party of the Second Part

STATE OF SOUTH DAKOTA)
:ss.
COUNTY OF FALL RIVER)

On this the 5th day of January, 1953, before me, the undersigned, a Notary Public within and for said County and State, personally appeared C. E. Wier and J. H. Schuh, known to me to be the persons who are described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

Paul H. Russell
Notary Public

) S E A L)

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
Defense Minerals Administration
RECEIVED
APR 30 1953

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-3012
Metal or Mineral
Date Received 4/30/53
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: C.E.Weir 628 South Dakota Ave. Sioux Falls, S.Dak. * L.A.Henderson Newcastle, Wyoming * Henry Schuh Faith, S.Dak. (Partners)

(*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 Unpatented Lode Mining ~~XXXX~~ Claims (See Map and Attached Sheets)

(*b*) State any mine name by which the property is known. See Map and Attached Sheets

(*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. Attached

(*e*) If you own the land, describe any liens or encumbrances on it None

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. See Attached Sheets

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*) [redacted]te the mineral or minerals for which you wi[redacted]o explore

Carnotite type uranium minerals

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

See attached sheets

(*c*) The work will start within 30 days and be completed within 5 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 Feb 19, 1953

(Applicant)

By C E Weir,
L A Henderson
Henry Schuh

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

3 - A*B*F*
See Attached Map. Unpatented lode mining claims as follows:

NAME		RECORDED IN BOOK	PAGE
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BEE CEE	#1-2-3	17	502-503
Lost Interest	#1-2-3	17	494-496-504
SURPRISE	#1-2	17	561-562
ELK HORN	#1-2	17	560-561
PETE	#2	17	557
DARKER	#2	17	558

3 - C
Lessee

3 - D
Applicants control the above described property by lease as per attached copies.

3 - E
None.

4 - A*B
There has been no actual mining on the above described property but considerable geophysical work has been done with a scintillometer and geiger counter that has indicated a number of radioactive anomalies at two levels in the Lakota Sandstone. (See attached map).

Fouteen truck loads of carnotite type uranium ore was hauled to the American Smelting & Refining company's ore buying station at Edgemont, South Dakota during the first part of January, 1953, by the applicants. Loads averaged seven tons each and assayed from .09% to .21% U_3O_8 and .17 V_2O_5 to .28 V_2O_5. This ore was mined open pit method from Dark # 1, a claim in the north center of the above listed group (see map). Im this deposit the overburden averaged about one and a half feet thick. An estimated 250 short tons of unmined ore still remains in this one orebody. This orebody ran one foot to three feet in thickness.

The stripping of this deposit was accomplished with a D-8 tractor and bulldozer and the loading of the trucks was done with a D-2 tractor and front end loader.

All claims are easily accessable (see map) and have been examined during the second week of January, 1953, by Mr. E. O. Binyon of the U. S. Bureau of Mines from the School of Mines at Rapid City, South Dakota and by Mr. Jack Redden of the U. S. Geological Survey from Custer South Dakota.

4 - C

The Lakota sandstone dips gently to the southwest with the highest points on the north and east of the claims except for the Last Chance group which lie on the east side of Pass Creek Canyon (see map). The whole area is cut with a number of small gulches but no cliffs are exposed to show the formation layers in place. The carnotite so far discovered came from Dark #1 (see map) but radio active anomalies have been found and marked on all claims. Known mineralization in the area consists of a yellow coating of the sand grains and filling between same. Mineralization occurs in a find grain, white to brown sandstone, thin bedded, and between layers of gray shale and in slightly courser sandstone that is massive and from white to brown in color. Some small concentrated pockets of carnonite have been found in brown concretionary rolls three or four feet in diameter and several times that long, and have assayed as high as 6.56 % U_3O_8. The anomalies in the area seem to indicate two horizons of mineralization in the Lakota sandstone. On the Last Chance group good anomlies have been found in the Sundance sandstone where carbonatious inclusions are associated with the soft white sandstone and gray shale. This exploration is for the purpose of revealing other ore bodies that are thought to underlie the areas marked on the map for drilling and rim cutting.

4 - D

An access road has been built by the applicants from the Custer-Dewey county road to the north end of Dark #1(see map). Some additional roads will be needed to reach exploration areas.

4 - E

Manpower, materials, supplies, equipment and etc. are obtainable in Edgemont and other nearby towns.

5 - A

Carnotite type uranium minerals.

5 - B
Proposed exploration work consists of 12,000 linear feet of wagon drill holes, spaced fifty to one hundred feet apart, of an average depth of thirty five feet, and also 4,000 linear feet of rim cutting with a bulldozer. Ninty-Five percent (95%) of exploration will be confined to the Lakota sandstone being this formation has been the mineral producer in this area.

5 -C
Work can be started within thirty days and completed in five months of the date of completed contract.

5 - D
The drilling contracted to

. Rim cutting will be contracted to Weir Construction Company of 226 Kresge Building, Sioux Falls, South Dakota. This firm has been in this and similar types of business for twenty five years. Copy of contract attached. Mr. A. L. Henderson, who will supervise the placing of the rim cuts and the drilling data is a compentent man with fifteen years Geological experience in the field. Mr Henry Schuh will supervise the maintainance of the machinery and equipment. He has operated in this capacity in several western States, Alaska and Canada.

6 - A ESTIMATE OF COSTS.

TOTAL ITEM COST		PER FOOT COST
Drilling	$9000.00	$ 0.75
Superintendent	1350.00	0.135
Bookkeeper	300.00	0.03
Drill Sight preparation	1000.00	0.10
Analytical Work	300.00	0.03
Superintendent TRANSPORTATION	200.00	0.02
Office Rent	100.00	0.01
Contingencies T	200.00	0.02
TOTALS	$12450.00	$ 1.095
Rim Cutting	$6000.00	$ 1.50
Superintendent	900.00	0.22
Bookkeeper	100.00	0.02
Superintendent TRANSPORTATION	100.00	0.02
Analytical	100.00	0.02
Office Rent	50.00	0.01
Contingencies	100.00	0.02
TOTALS	$6350.00	$ 1.57

Total time estimated for drilling and rim cutting is five months. Costs are based on three months for drilling and two months for rim cutting.

6 - A ESTIMATE OF COSTS,

TOTAL ITEM COST		PER FOOT COST
Drilling.....	$ 9000.00	$ .75
Sup. Sal. 3 months.....	1350.00	.135
Drill Site Prep.		
Contracted to Weir Construction Co.....		
1000' @ $1.40 Pr. Ft.....	1400.00	.14
Analy. Work 60 assays @ $5.00.....	300.00	.03
Trans. for Sup. @ 07¢ Pr. Mi.....	200.00	.02
Contingencies.....	200.00	.02
	$12450.00	$1.095
Rim Cutting.....	$ 5600.00	$1.40
Sup. Sal. 2 months @ $450.00.....	900.00	.22
Trans. For Sup. @.07¢ Pr. Mi.	100.00	.02
Analytical Work 20 assays @ $5.00.....	100.00	.02
Contingencies (2% of costs).....	100.00	.02
	$ 6800.00	$
	12450.00	1.68
Prep. of Final Report.....	150.00	
Pay Roll Tax 5% $2400.00.....	120.00	
	$19520.00	

1000 Ft. of Drill Site Prep.
Contracted to Weir Construction Co.
At $1.40 Pr. Ft. Also Trans. for Sup. 1050 Mi. at 07¢ Pr. Mi.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

RECEIVED
APR 30 1953

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 - 3012
Metal or Mineral
Date Received 4/30/53
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: C.E.Weir 628 South Dakota Ave. Sioux Falls, S.Dak. * L.A.Henderson Newcastle, Wyoming * Henry Schuh Faith, S.Dak. (Partners)

(*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 Unpatented Lode Mining Claims See Map and attached sheets

(*b*) State any mine name by which the property is known. See map and attached sheets

(*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. Attached

(*e*) If you own the land, describe any liens or encumbrances on it None

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. See attached sheets

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 Carnotite type uranium minerals

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

(*c*) The work will start within 30 days and be completed within 5 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.

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Drill Sight preparation	1000.00	0.10
Analytical Work	300.00	0.03
Superintendent TRANSPORTATION	200.00	0.02
Office Rent	100.00	0.01
Contingencies T	200.00	0.02
TOTALS	$12450.00	$ 1.095
Rim Cutting	$6000.00	$ 1.50
Superintendent	900.00	0.22
Bookkeeper	100.00	0.02
Superintendent TRANSPORTATION	100.00	0.02
Analytical	100.00	0.02
Office Rent	50.00	0.01
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Total time estimated for drilling and rim cutting is five months. Costs are based on three months for drilling and two months for rim cutting.

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Rim Cutting.....	$ 5600.00	$1.40
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Analytical Work 20 assays @ $5.00.....	100.00	.02
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	$ 6800.00	$
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Prep. of Final Report.....	150.00	
Pay Roll Tax 5% $2400.00.....	120.00	
	$19920.00	

1000 Ft. of Drill Site Prep.
Contracted to Weir Construction Co.
At $1.40 Pr. Ft. Also Trans. for Sup. 1050 Mi. at 07¢ Pr. Mi.

MINING LEASE

This agreement, made and entered into this 12th day of November, 1952, by and between EARL DARROW and E. G. COOK of Dewey, Custer County, South Dakota, Parties of the First Part, and hereinafter designated as Lessors, and C. E. Wier of 226 Kriege Building, Sioux Falls, South Dakota, Party of the Second Part, and hereinafter designated as Lessee, in manner and form following:

WITNESSETH:

WHEREAS, the Lessors are the owners and holders of the following described mining claims situated in the County of Custer and State of South Dakota, to-wit:

DARK NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 504.

PETE NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17, of Locations, Page 557.

DARKER NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer, County, South Dakota, in Book 17 of Locations, Page 558.

ELKHORN NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 561.

ELKHORN NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17, of Locations, Page 560.

SURPRISE NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 562.

SURPRISE NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 561.

LOST INTEREST NO. 3 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 504.

LOST INTEREST No. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 496.

LOST INTEREST NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 494.

DEE CEE NO. 3 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 503.

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DEE CEE NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 502.

LAST CHANCE No. 3 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota in Book 17 of Locations, Page 583.

LAST CHANCE NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 582.

LAST CHANCE NO 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 582.

and

WHEREAS, Lessors are desirous of securing the mining development of the above described premises and the mineral production therefrom, and the Lessee is desirous of leasing said premises for such purposes;

NOW, THEREFORE, for and in consideration of the payments hereinafter set out, and performance of the covenants herein contained, the Parties hereto agree and contract with each other as follows, to-wit:

1. Lessors do hereby lease and give possession unto Lessee of all and each parcel of the above described property with all rights, privileges and appurtances thereunto appertaining, with the exclusive right to mine and develop said property and to remove therefrom the mineral content thereof in accordance with the terms of this lease and the Government rules and regulations pertaining thereto. The term of this Lease to be for a period of one (1) year from the date hereof, unless earlier terminated by surrender or forfeiture or otherwise, all according to the conditions herein set forth, and subject to earlier termination as hereinafter stated.

2. Within ninety (90) days from the date of the execution of this Lease, Lessee shall commence and continue with reasonable continuity agreed mining operations on the property leased hereby; otherwise, Lessee shall surrender this Lease in its entirety to the Lessors. Said operations when so commenced, shall thereafter be continued with due diligence, and same shall be conducted in a good, miner-like manner and according to the standard approved methods and practice, to the end that the recoverable mineral content of said property shall be produced and marketed as rapidly as practicable for the mutual advantage of the parties hereto. Upon termination of Lessee's estate hereunder, whether by forfeiture, surrender, or otherwise, Lessee shall have the right to remove from said within leased premises all mining machinery, trucks, and tools, owned by him, on or in said property, and all pumping equipment placed underground; but in any such case all other properties of Lessee except camp buildings, equipment, and supplies, shall be left where located as the property of the Lessors without claim against them in favor of Lessee by way of reclamation or otherwise. The property herein stated which Lessee shall have the right to remove shall be removed within thirty days (30) from the date of termination of this Lease.

3. The Lessee shall do work or make improgements on the above described property during the term of this Agreement and extension thereof sufficient in amount to at all times cover the annual assessment work required to be performed on all of the above described mining claims , in accordance with the Statutory requirements.

4. Lessee has heretofore paid to the Lessors the sum of One Thousand Dollars, receipt of which is hereby acknowledged, and has, in addition, on the date of the execution of this Agreement, paid to the Lessors the sum of One Thousand Dollars ($1000.00), receipt of which is hereby acknowledged, and shall on or before the 1st day of December 1952, pay to the Lessors the sum of Two Thousand Dollars ($2000.00), and shall thereafter pay as royalty Fifty per cent (50 %) , based on

the gross return from the mills and any other marketing sources for the account of all tonnage and minerals produced and marketed from said leased property, with no deductions except as set out below, until such time as Lessors shall have been paid from such royalty payments the sum of Six Thousand Dollars ($6000.00), and thereafter, shall pay Fifteen per cent(15 %), based on the gross return from mills and any other marketing sources for the account and tonnage of all minerals produced and marketed from said leased property, with no deductions except as set out below. In addition to the royalty payments, Lessee shall pay to the Lessors Fifty per cent (50%) of any discovery bonus paid by the United States Government to the Lessee. Royalty payments hereunder shall be made by the Lessee to the Lessors within five (5) days after receipt by the Lessee of the proceeds for all minerals produced and marketed from the above described premises, and without deduction except Lessors' share of the validly levied production taxes or other legal burdens, if any, imposed upon the mineral production and returns by any legally constituted authority, and payment on discovery bonus shall be made by Lessee to Lessor within five (5) days from the date of receipt of any such bonus from the United States Government.

5. Lessee shall have the right and privilege of surrendering this Lease in its entirety at any time by recording in the office of the Register of Deeds of Custer County, State of South Dakota, of proper instrument conveying to Lessors all rights of Lessee hereunder, and upon such recording and upon serving notice in writing of such surrender upon Lessors by Lessee, all obligations hereunder shall be deemed terminated and cancelled insofar as his obligatory future matters shall be concerned, but no surrender shall relieve Lessee from any liability on account of royalties accrued prior to date of such surrender instrument, nor from any labor or other liability previously incurred in connection with the Lessee's operation of the said property, but Lessee shall not be obligated in any such case further than the obligations by him previously incurred.

6. Failure on the part of the Lessee to comply with all and several of the terms hereof shall not thereby render this Lease null and void, but in such case, Lessors shall promptly notify Lessee of such breach by written instrument addressed to Lessee at latter's last known post office address left with Lessors for such purposes. Lessee shall have a period of fifteen (15) days following such service in which to remedy such breach so complained of, or in case same cannot be remedied within such period through exercise of due diligence and proper methods, then, a reasonable period in which to correct such default, not in excess of thirty (30) days, shall be allowed, Upon expiration of the applicable relief period if Lessee shall not have made correction of the default so complained of, Lessors shall have the option to then terminate all rights of Lessee hereunder by Notice to such effect served upon Lessee. It is expressly understood, however, that no relief period provided under the provisions of this paragraph shall apply to or be considered as extending the time limits hereinabove specified for the commencement of initial mining work or due dates for royalty or other payments accruing to Lessors. Delay on the part of Lessors in working cancellation or forfeiture on account of default by Lessee shall in no case be deemed waiver of Lessors' right to thereafter proceed on account of such or any subsequent defaults by Lessee. The within leased property may be sold by Lessors at any time during the term of this Lease, but any sale shall be subject to the terms of this Lease, and Lessors shall immediately upon sale notify Lessee in writing of such sale.

7. The Lessee shall have the right and privilege, provided that the terms of this Lease have been complied with by him, to an extension of this Lease for a period of not in excess of five (5) years under the terms as herein set out, provided that Lessee shall notify Lessors in writing of his election to exercise right of extension at least fifteen (15) days prior to the expiration of the one (1) year period, notice to be either delivered personally to the Lessors or mailed to them at their post office address as set out in this Lease.

8. Lessee shall pay as due, all expenses, costs, and all other liabilities connected in any manner with this operation, lienable or otherwise; will at all times protect Lessors and all said property from

establishment of any liability so payable by Lessee; :essee shall keep currently in effect all Workmen's Compensation and other adequate public liabilty and property damage insurance protecting his operations hereunder in full compliance with all statutes of the State of South Dakota and other legal authority with jurisdiction, and all his operations hereunder shall be conducted in full compliance with all valid, related requirements of all such authorities.

9. Lessors, by duly authorized representatives, shall have at all times full right to be present at and inspect all operations of Lessee hereunder, and during office hours the right to inspect all records and other paper work of Lessee connected with such operations, and the right to take copies thereof at will at Lessors' expense, but all such rights will be exercised by Lessors in a reasonable manner so as to cause minimum inconvenience.

10. Lessee's operations hereunder shall be subject to delays caused by the elements, strikes, inability to secure supplies, manpower, fuel, or other things necessary for operation purposes, Acts of God and other causes wholly without Lessee's control, but in case of such delay, Lessee shall use due diligence and proper methods to eliminate such delay as rapidly as practicable; provided that the provisions of this paragraph shall in no case be claimed or construed as extending periods specifically limited by express terms and conditions hereinabove.

11. All taxes validly levied and assessed against Lessee's property shall be paid by him as due, and all such validy levied and assessed against the property of Lessors shall be paid by them as due, and all other production or similar taxes, if any, shall be paid by parties hereto as their relative interest appear herein, respectively.

12. Time and manner of performance are of the essence of this Agreement between the parties hereto; all terms and conditions of which are co-dependent for the benefit of and binding upon the parties hereto, their respective successors, legal representatives, heirs, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Earl Darrow

E. G. Cook

LESSORS

STATE OF SOUTH DAKOTA)
:ss
COUNTY OF CUSTER)

On this 12th day of November, 1952, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Earl Darrow, E. G. Cook and C. E. Wier, well-known to me to be the persons who are described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

George V. Lampert
NOTARY PUBLIC

(S E A L)

My commission Expires Nov 12, 1955.

A G R E E M E N T

THIS AGREEMENT, made this 12th day of November, 1952, by and between C. E. WIER of Sioux Falls, South Dakota, hereinafter called Party of the First Part, and L. A. HENDERSON, of Newcastle, Wyoming, hereinafter called Party of the Second Part:

WHEREAS, Party of the First Part is the owner of certain excavating and mining equipment; and

WHEREAS, Party of the First Part has secured a leasehold for the purpose of mining Carnotite and other valuable ores and minerals on the premises described as, situated in the County of Custer, State of South Dakota, to-wit:

Dark No.1, Dee Cee No. 1, Dee Cee No. 2, Dee Cee No. 3, Lost Interest No. 1, Lost Interest No. 2, Lost Interest No. 3, Surprise No. 1, Surprise No. 2, Elkhorn No. 1, Elkhorn No. 2, Darker No. 2, Pete No. 2, Lode Mining Claims, and three additional Lode Mining Claims adjoining the Dee Cee No. 2 and Dark No. 1 Claims;

WHEREAS, Party of the First Part has heretofore advanced the sum of Two Hundred Fifty Dollars ($250.00) to the Party of the Second Part for the purpose of negotiating for the aforesaid leasehold and prospecting thereon; and

WHEREAS, Party of the First Part is desirous of developing the aforesaid leasehold into a profitable commercial mining business; and

WHEREAS, Party of the Second Part represents that he is qualified by experience and training to do prospecting for valuable ores and minerals, and to aid in the development, management, and operation of the general commercial mining business at a profit; and

WHEREAS, Party of the Second Part desires to enter into a partnership venture with Party of the First Part in the mining business and lacks the funds and equipment to do so;

NOW, THEREFORE, it is mutually agreed as follows:

The parties hereto associate themselves together for the purpose of prospecting, developing and carrying on a mining business upon the aforesaid leasehold or any other leasehold that may be obtained by the mutual approval of the parties hereto for such purpose;

Party of the First Part is to furnish any equipment he now owns and which in his opinion can and may be used in the said mining business, and for which he is to receive reasonable rental therefor out of the profits, not in excess of rentals ordinarily charged for similar machinery and equipment, and is to advance the necessary funds to obtain said leasehold and commence said mining operations;

Party of the Second Part shall devote his time and experience to testing, prospecting, organizing, managing and developing the aforesaid mining business and as compensation shall receive twenty-five per cent (25%) of all the net profits of the operating income of said mining business, after allowing a reasonable rental for Party of the First Part's equipment;

Party of the Second Part is to purchase a twenty-five percent (25%) interest in the aforesaid mining business, which interest shall be paid for by Party of the Second Part from his share of the net profits as specified in the preceding paragraph, said amount shall be credited toward 25% of the total advanced by Party of the First Part in within mining business, all before any money of net profits may be withdrawn by the Party of the Second Part, except a reasonable living expense account, not in excess of Two Hundred Fifty Dollars ($250.00) per month. The spirit and intent being to reimburse the Party of the First Part for any money by him advanced for and on behalf of the Party of the Second Part's interest, including the money advanced by the Party of the First Part for the within leasehold;

It is further agreed that as equipment and other items are purchased for within business, such shall be paid for in the said parties respective shares, and such shall be owned by the parties in such shares;

It is further agreed that in the event this leasehold is sold for a profit, each party's net profit shall be in said proportions after deducting any amount due on the party's interest;

Neither party hereto shall be entitled to any wages or salaries hereunder unless mutually agreed to by the parties hereto, however, the net profits shall be in all cases twenty-five (25) per cent to Party of the Second Part and Seventy-five (75) per cent to Party of the First Part.

C. E. Wier
Party of the First Part

L. A. Henderson
Party of the Second Part

WITNESSES:

George Lampert

Betty Guild

AGREEMENT

THIS AGREEMENT, made this _____ day of February, 1953, by and between C. E. Weir, L. A. Henderson, and J. H. Schuh, hereafter called first parties, and C. E. Weir doing business as the Weir Construction Company, hereinafter called second party, WITNESSETH,

Whereas, first parties have certain mining interests for mining Carnotite and other valuable ores and minerals on the premises described as situated in the County of Custer, State of South Dakota, to wit:

Dark No. 1, Dee Cee No. 2, Dee Cee No. 3, Lost Interest No. 1, Lost Interest No. 2, Lost Interest No. 3, Surprise No. 1, Surprise No. 2, Elkhorn No. 1, Elkhorn No. 2, Darker No. 2, Pete No. 2, Lode Mining Claims, and three additional Lode Mining Claims adjoining the Dee Cee No. 2 and Dark No. 1 Claims;

And Whereas, said first parties desires to have certain work performed on said premises to prepare and explore the same for Carnotite Ore, and

Whereas, the second party has the necessary and proper equipment to perform such work.

NOW, THEREFORE, second party agrees that he will enter upon the lands afore-described and begin the exploration for said Carnotite Ore with the proper and necessary drilling equipment and men to operate the same, and for which drilling the first parties shall pay to second party the sum of Seventy-Five Cents (75¢) a foot for the depth of each hole drilled by second party for such exploration.

And second party agrees to furnish the necessary equipment and labor for the required rim cutting, and the price charged for such rim cutting by second party shall be One Dollar Forty Cents ($1.40) per lineal foot.

And second party shall at his own expense carry the necessary workman's compensation insurance while performing aforesaid work.

At the end of each calendar month, during which work as specified herein performed by the second party, second party shall submit an invoice of the work by him so performed, to first parties, and which invoice shall then be paid by first parties.

IN WITNESS WHEREOF, the parties hereto have the date above written subscribed their names.

_____

_____

_____
First parties

_____
Second party

A G R E E M E N T

THIS AGREEMENT, made and ejtered into the 5th day of January, 1953, by and between C. E. Wier, party of the first part, and J. H. Schuh, party of the second part.

WITNESSETH: That whereas, C. E. Wier, party of the first part is lessee and holder of a group of lode mining claims hereinafter described, as follows:

DARK No. 1, PETE NO. 2, DARKER No. 2, ELKHORN No. 2, ELK HORN No. 1, SURPRISE No. 2, SURPRISE No. 1, LOST INTEREST NO. 3, LOST INTEREST No. 2, LOST INTEREST No. 1, DEE CEE NO. 3, DEE CEE NO. 2, DEE CEE No. 1, LAST CHANCE NO. 3, LAST CHANCE No. 2, LAST CHANCE No. 1

under a mining lease dated November 12, 1952,

AND WHEREAS, said C. E. Wier has a 75% interest in said lease, 25 % being held by another party,

NOW THEREFORE, it is understood and agreed by and between the parties hereto, that both parties shall own equally and participate in the 75% interest held in the name of C. E. Wier in the above mentioned mining lease. Both parties shall contribute equally towards the costs of operating and mining said claims, and shall divide equally any and all profits derived from this 75% interest.

IN WITNESS WHEREOF, both parties hereto have hereunto set their hands and seals the day and year first above written.

C. E. Wier,
Party of the First Part

J. H. Schuh
Party of the Second Part

STATE OF SOUTH DAKOTA)
:ss.
COUNTY OF FALL RIVER)

On this the 5th day of January, 1953, before me, the undersigned, a Notary Public within and for said County and State, personally appeared C. E. Wier and J. H. Schuh, known to me to be the persons who are described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

Paul H. Russell
Notary Public

) S E A L)

MINING LEASE

This agreement, made and entered into this 12th day of November, 1952, by and between EARL DARROW and E. G. COOK of Dewey, Custer County, South Dakota, Parties of the First Part, and hereinafter designated as Lessors, and C. E. Wier of 226 Kriege Building, Sioux Falls, South Dakota, Party of the Second Part, and hereinafter designated as Lessee, in manner and form following:

WITNESSETH:

WHEREAS, the Lessors are the owners and holders of the following described mining claims situated in the County of Custer and State of South Dakota, to-wit:

DARK NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 504.

PETE NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17, of Locations, Page 557.

DARKER NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer, County, South Dakota, in Book 17 of Locations, Page 558.

ELKHORN NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 561.

ELKHORN NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17, of Locations, Page 560.

SURPRISE NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 562.

SURPRISE NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 561.

LOST INTEREST NO. 3 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 504.

LOST INTEREST No. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 496.

LOST INTEREST NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 494.

DEE CEE NO. 3 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the Office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 503.

DEE CEE NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota in Book 17 of Locations, Page 503.

DEE CEE NO. 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 502.

LAST CHANCE No. 3 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota in Book 17 of Locations, Page 582.

LAST CHANCE NO. 2 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 582.

LAST CHANCE NO 1 LODE MINING CLAIM, as is more particularly described in the Location Certificate thereof recorded in the office of the Register of Deeds of Custer County, South Dakota, in Book 17 of Locations, Page 582.

and

WHEREAS, Lessors are desirous of securing the mining development of the above described premises and the mineral production therefrom, and the Lessee is desirous of leasing said premises for such purposes;

NOW, THEREFORE, for and in consideration of the payments hereinafter set out, and performance of the covenants herein contained, the Parties hereto agree and contract with each other as follows, to-wit:

1. Lessors do hereby lease and give possession unto Lessee of all and each parcel of the above described property with all rights, privileges and appurtances thereunto appertaining, with the exclusive right to mine and develop said property and to remove therefrom the mineral content thereof in accordance with the terms of this lease and the Government rules and regulations pertaining thereto. The term of this Lease to be for a period of one (1) year from the date hereof, unless earlier terminated by surrender or forfeiture or otherwise, all according to the conditions herein set forth, and subject to earlier termination as hereinafter stated.

2. Within ninety (90) days from the date of the execution of this Lease, Lessee shall commence and continue with reasonable continuity agreed mining operations on the property leased hereby; otherwise, Lessee shall surrender this Lease in its entirety to the Lessors. Said operations when so commenced, shall thereafter be continued with due diligence, and same shall be conducted in a good, miner-like manner and according to the standard approved methods and practice, to the end that the recoverable mineral content of said property shall be produced and marketed as rapidly as practicable for the mutual advantage of the parties hereto. Upon termination of Lessee's estate hereunder, whether by forfeiture surrender, or otherwise, Lessee shall have the right to remove from said within leased premises all mining machinery, trucks, and tools, owned by him, on or in said property, and all pumping equipment placed underground; but in any such case all other properties of Lessee except camp buildings, equipment, and supplies, shall be left where located as thep property of the Lessors without claim against them in favor of Lessee by way of reclamation or otherwise. The property herein stated which Lessee shall have the right to remove shall be removed within thirty days (30) from the date of termination of this Lease.

3. The Lessee shall do work or make improvements on the above described property during the term of this Agreement and extension thereof sufficient in amount to at all times cover the annual assessment work required to be performed on all of the above described mining claims , in accordance with the Statutory requirements.

4. Lessee has heretofore paid to the Lessors the sum of One Thousand Dollars, receipt of which is hereby acknowledged, and has, in addition, on the date of the execution of this Agreement, paid to the Lessors the sum of One Thousand Dollars ($1000.00), receipt of which is hereby acknowledged, and shall on or before the 1st day of December 1952, pay to the Lessors the sum of Two Thousand Dollars ($2000.00), and shall thereafter pay as royalty Fifty per cent (50 %) , based on

1000 11/12/52 lease
12/1/52 2000
4 000

Royalty 50% up to $6000
then 15%

the gross return from the mills and any other marketing sources for the account of all tonnage and minerals produced and marketed from said leased property, with no deductions except as set out below, until such time as Lessors shall have been paid from such royalty payments the sum of Six Thousand Dollars ($6000.00), and thereafter, shall pay Fifteen per cent(15 %), based on the gross return from mills and any other marketing sources for the account and tonnage of all minerals produced and marketed from said leased property, with no deductions except as set out below. In addition to the royalty payments, Lessee shall pay to the Lessors Fifty per cent (50%) of any discovery bonus paid by the United States Government to the Lessee. Royalty payments hereunder shall be made by the Lessee to the Lessors within five (5) days after receipt by the Lessee of the proceeds for all minerals produced and marketed from the above described premises, and without deduction except Lessors' share of the validly levied production taxes or other legal burdens, if any, imposed upon the mineral production and returns by any legally constituted authority, and payment on discovery bonus shall be made by Lessee to Lessor within five (5) days from the date of receipt of any such bonus from the United States Government.

5. Lessee shall have the right and privilege of surrendering this Lease in its entirety at any time by recording in the office of the Register of Deeds of Custer County, State of South Dakota, of proper instrument conveying to Lessors all rights of Lessee hereunder, and upon such recording and upon serving notice in writing of such surrender upon Lessors by Lessee, all obligations hereunder shall be deemed terminated and cancelled insofar as his obligatory future matters shall be concerned, but no surrender shall relieve Lessee from any liability on account of royalties accrued prior to date of such surrender instrument, nor from any labor or other liability previously incurred in connection with the Lessee's operation of the said property, but Lessee shall not be obligated in any such case further than the obligations by him previously incurred.

6. Failure on the part of the Lessee to comply with all and several of the terms hereof shall not thereby render this Lease null and void, but in such case, Lessors shall promptly notify Lessee of such breach by written instrument addressed to Lessee at latter's last known post office address left with Lessors for such purposes. Lessee shall have a period of fifteen (15) days following such service in which to remedy such breach so complained of, or in case same cannot be remedied within such period through exercise of due diligence and proper methods, then, a reasonable period in which to correct such default, not in excess of thirty (30) days, shall be allowed, Upon expiration of the applicable relief period if Lessee shall not have made correction of the default so complained of, Lessors shall have the option to then terminate all rights of Lessee hereunder by notice to such effect served upon Lessee. It is expressly understood, however, that no relief period provided under the provisions of this paragraph shall apply to or be considered as extending the time limits hereinabove specified for the commencement of initial mining work or due dates for royalty or other payments accruing to Lessors. Delay on the part of Lessors in working cancellation or forfeiture on account of default by Lessee shall in no case be deemed waiver of Lessors' right to thereafter proceed on account of such or any subsequent defaults by Lessee. The within leased property may be sold by Lessors at any time during the term of this Lease, but any sale shall be subject to the terms of this Lease, and Lessors shall immediately upon sale notify Lessee in writing of such sale.

7. The Lessee shall have the right and privilege, provided that the terms of this Lease have been complied with by him, to an extension of this Lease for a period of not in excess of five (5) years under the terms as herein set out, provided that Lessee shall notify Lessors in writing of his election to exercise right of extension at least fifteen (15) days prior to the expiration of the one (1) year period, notice to be either delivered personally to the Lessors or mailed to them at their post office address as set out in this Lease.

8. Lessee shall pay as due, all expenses, costs, and all other liabilities connected in any manner with this operation, lienable or otherwise; will at all times protect Lessors and all said property from

establishment of any liability so payable by Lessee; :essee shall keep currently in effect all Workmen's Compensation and other adequate public liabilty and property damage insurance protecting his operations hereunder in full compliance with all statutes of the State of South Dakota and other legal authority with jurisdiction, and all his operations hereunder shall be conducted in full compliance with all valid, related requirements of all such authorities.

9. Lessors, by duly authorized representatives, shall have at all times full right to be present at and inspect all operations of Lessee hereunder, and during office hours the right to inspect all records and other paper work of Lessee connected with such operations, and the right to take copies thereof at will at Lessors' expense, but all such rights will be exercised by Lessors in a reasonable manner so as to cause minimum inconvenience.

10. Lessee's operations hereunder shall be subject to delays caused by the elements, strikes, inability to secure supplies, man-power, fuel, or other things necessary for operation purposes, acts of God and other causes wholly without Lessee's control, but in case of such delay, Lessee shall use due diligence and proper methods to eliminate such delay as rapidly as practicable; provided that the provisions of this paragraph shall in no case be claimed or construed as extending periods specifically limited by express terms and conditions hereinabove.

11. All taxes validly levied and assessed against Lessee's property shall be paid by him as due, and all such validy levied and assessed against the property of Lessors shall be paid by them as due, and all other production or similar taxes, if any, shall be paid by parties hereto as their relative interest appear herein, respectively.

12. Time and manner of performance are of the essence of this Agreement between the parties hereto; all terms and conditions of which are co-dependent for the benefit of and binding upon the parties hereto, their respective successors, legal representatives, heirs, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Earl Darrow

E. G. Cook

LESSORS

STATE OF SOUTH DAKOTA)
:ss
COUNTY OF CUSTER)

On this 12th day of November, 1952, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Earl Darrow, E. G. Cook and C. E. Wier, well-known to me to be the persons who are described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

George V. Lampert
NOTARY PUBLIC

(S E A L)

My commission Expires Nov 12, 1955.

AGREEMENT

THIS AGREEMENT, made this _____ day of February, 1953, by and between C. E. Weir, L. A. Henderson, and J. H. Schuh, hereafter called first parties, and C. E. Weir doing business as the Weir Construction Company, hereinafter called second party, WITNESSETH,

Whereas, first parties have certain mining interests for mining Carnotite and other valuable ores and minerals on the premises described as situated in the County of Custer, State of South Dakota, to wit:

Dark No. 1, Dee Cee No. 2, Dee Cee No. 3, Lost Interest No. 1, Lost Interest No. 2, Lost Interest No. 3, Surprise No. 1, Surprise No. 2, Elkhorn No. 1, Elkhorn No. 2, Darker No. 2, Pete No. 2, Lode Mining Claims, and three additional Lode Mining Claims adjoining the Dee Cee No. 2 and Dark No. 1 Claims;

And Whereas, said first parties desires to have certain work performed on said premises to prepare and explore the same for Carnotite Ore, and

Whereas, the second party has the necessary and proper equipment to perform such work.

NOW, THEREFORE, second party agrees that he will enter upon the lands afore-described and begin the exploration for said Carnotite Ore with the proper and necessary drilling equipment and men to operate the same, and for which drilling the first parties shall pay to second party the sum of Seventy-Five Cents (75¢) a foot for the depth of each hole drilled by second party for such exploration.

And second party agrees to furnish the necessary equipment and labor for the required rim cutting, and the price charged for such rim cutting by second party shall be One Dollar Forty Cents ($1.40) per lineal foot.

And second party shall at his own expense carry the necessary workman's compensation insurance while performing aforesaid work.

At the end of each calendar month, during which work as specified herein performed by the second party, second party shall submit an invoice of the work by him so performed, to first parties, and which invoice shall then be paid by first parties.

IN WITNESS WHEREOF, the parties hereto have the date above written subscribed their names.

_____

_____

_____
First parties

_____
Second party

A G R E E M E N T

THIS AGREEMENT, Made and ejtered into the 5th day of January, 1953, by and between C. E. Wier, party of the first part, and J. H. Schuh, party of the second part.

WITNESSETH: That whereas, C. E' Wier, party of the first part is lessee and holder of a group of lode mining claims hereinafter described, as follows:

DARK No. 1, PETE NO. 2, DARKER No. 2, ELKHORN No. 2, ELK HORN No. 1, SURPRISE No. 2, SURPRISE No. 1, LOST INTEREST NO. 3, LOST INTEREST No. 2, LOST INTEREST No. 1, DEE CEE NO. 3, DEE CEE NO. 2, DEE CEE No. 1, LAST CHANCE NO. 3, LAST CHANCE No. 2, LAST CHANCE No. 1

under a mining lease dated November 12, 1952,

AND WHEREAS, said C. E. Wier has a 75% interest in said lease, 25 % being held by another party,

NOW THEREFORE, it is understood and agreed by and between the parties hereto, that both parties shall own equally and participate in the 75% interest held in the name of C. E. Wier in the above mentioned mining lease. Both parties shal. contribute equally towards the costs of operating and mining said claims, and shall divide equally any and all profits derived from this 75% interest.

IN WITNESS WHEREOF, both parties hereto have hereunto set their hands and seals the day and year first above written.

C. E. Wier,
Party of the First Part

J. H. Schuh
Party of the Second Part

STATE OF SOUTH DAKOTA)
:ss.
COUNTY OF FALL RIVER)

On this the 5th day of January, 1953, before me, the undersigned, a Notary Public within and for said County and State, personally appeared C. E. Wier and J. H. Schuh, known to me to be the persons who are described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

Paul H. Russell
Notary Public

) S E A L)

A G R E E M E N T

THIS AGREEMENT, made this 12th day of November, 1952, by and between C. E. WIER of Sioux Falls, South Dakota, hereinafter called Party of the First Part, and L. A. HENDERSON, of Newcastle, Wyoming, hereinafter called Party of the Second Part:

WHEREAS, Party of the First Part is the owner of certain excavating and mining equipment; and

WHEREAS, Party of the First Part has secured a leasehold for the purpose of mining Carnotite and other valuable ores and minerals on the premises described as, situated in the County of Custer, State of South Dakota, to-wit:

Dark No.1, Dee Cee No. 1, Dee Cee No. 2, Dee Cee No. 3, Lost Interest No. 1, Lost Interest No. 2, Lost Interest No. 3, Surprise No. 1, Surprise No. 2, Elkhorn No. 1, Elkhorn No. 2, Barker No. 2, Pete No. 2, Lode Mining Claims, and three additional Lode Mining Claims adjoining the Dee Cee No. 2 and Dark No. 1 Claims;

WHEREAS, Party of the First Part has heretofore advanced the sum of Two Hundred Fifty Dollars ($250.00) to the Party of the Second Part for the purpose of negotiating for the aforesaid leasehold and prospecting thereon; and

WHEREAS, Party of the First Part is desirous of developing the aforesaid leasehold into a profitable commercial mining business; and

WHEREAS, Party of the Second Part represents that he is qualified by experience and training to do prospecting for valuable ores and minerals, and to aid in the development, management, and operation of the general commercial mining business at a profit; and

WHEREAS, Party of the Second Part desires to enter into a partnership venture with Party of the First Part in the mining business and lacks the funds and equipment to do so;

NOW, THEREFORE, it is mutually agreed as follows:

The parties hereto associate themselves together for the purpose of prospecting, developing and carrying on a mining business upon the aforesaid leasehold or any other leasehold that may be obtained by the mutual approval of the parties hereto for such purpose;

Party of the First Part is to furnish any equipment he now owns and which in his opinion can and may be used in the said mining business, and for which he is to receive reasonable rental therefor out of the profits, not in excess of rentals ordinarily charged for similar machinery and equipment, and is to advance the necessary funds to obtain said leasehold and commence said mining operations;

Party of the Second Part shall devote his time and experience to testing, prospecting, organizing, managing and developing the aforesaid mining business and as compensation shall receive twenty-five per cent (25%) of all the net profits of the operating income of said mining business, after allowing a reasonable rental for Party of the First Part's equipment;

Party of the Second Part is to purchase a twenty-five percent (25%) interest in the aforesaid mining business, which interest shall be paid for by Party of the Second Part from his share of the net profits as specified in the preceding paragraph, said amount shall be credited toward 25% of the total advanced by Party of the First Part in within mining business, all before any money of net profits may be withdrawn by the Party of the Second Part, except a reasonable living expense account, not in excess of Two Hundred Fifty Dollars ($250.00) per month. The spirit and intent being to reimburse the Party of the First Part for any money by him advanced for and on behalf of the Party of the Second Part's interest, including the money advanced by the Party of the First Part for the within leasehold;

It is further agreed that as equipment and other items are purchased for within business, such shall be paid for in the said parties respective shares, and such shall be owned by the parties in such shares;

It is further agreed that in the event this leasehold is sold for a profit, each party's net profit shall be in said proportions after deducting any amount due on the party's interest;

Neither party hereto shall be entitled to any wages or salaries hereunder unless mutually agreed to by the parties hereto, however, the net profits shall be in all cases twenty-five (25) per cent to Party of the Second Part and Seventy-five (75) per cent to Party of the First Part.

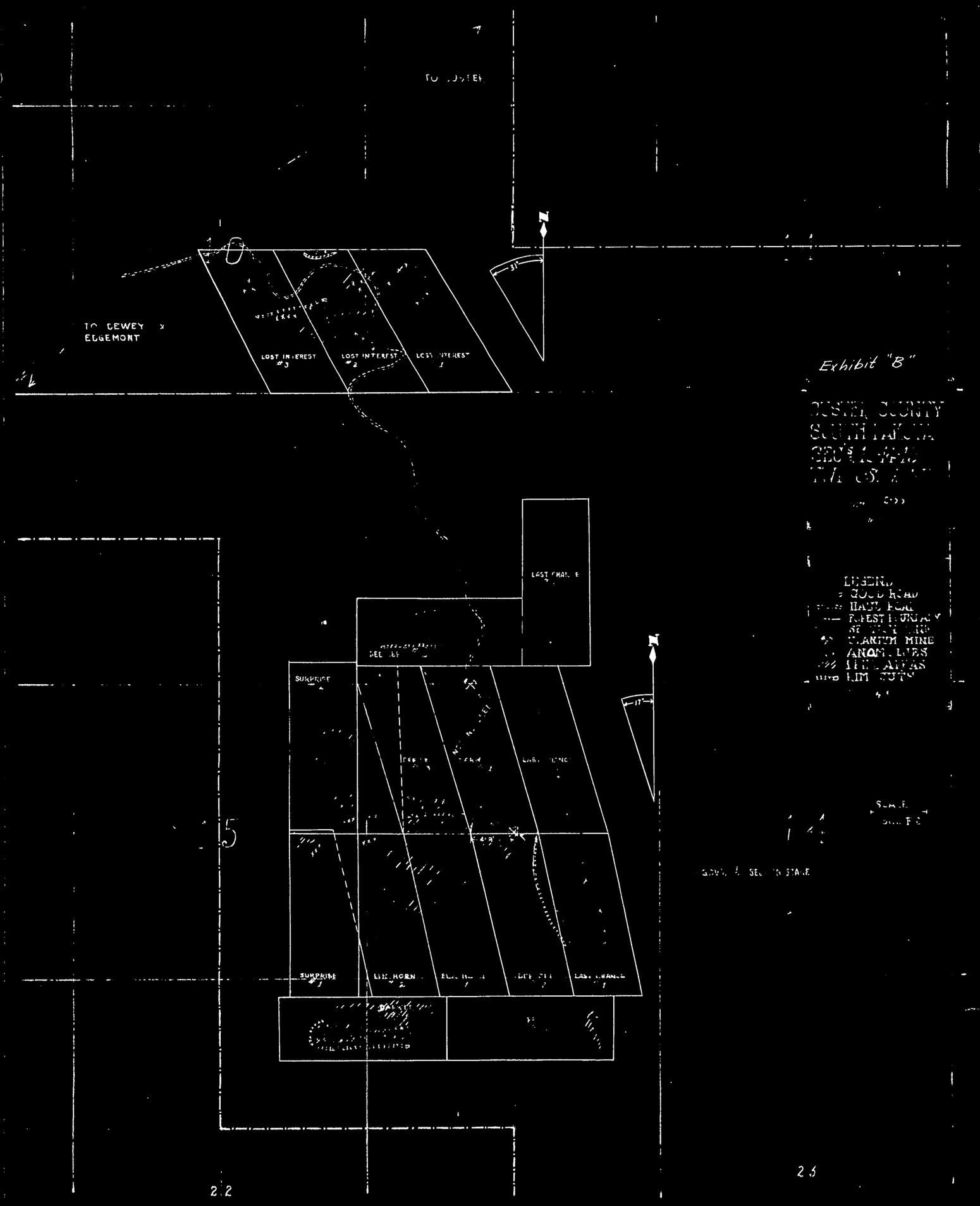
C. E. Wier
Party of the First Part

L. A. Henderson
Party of the Second Part

WITNESSES:

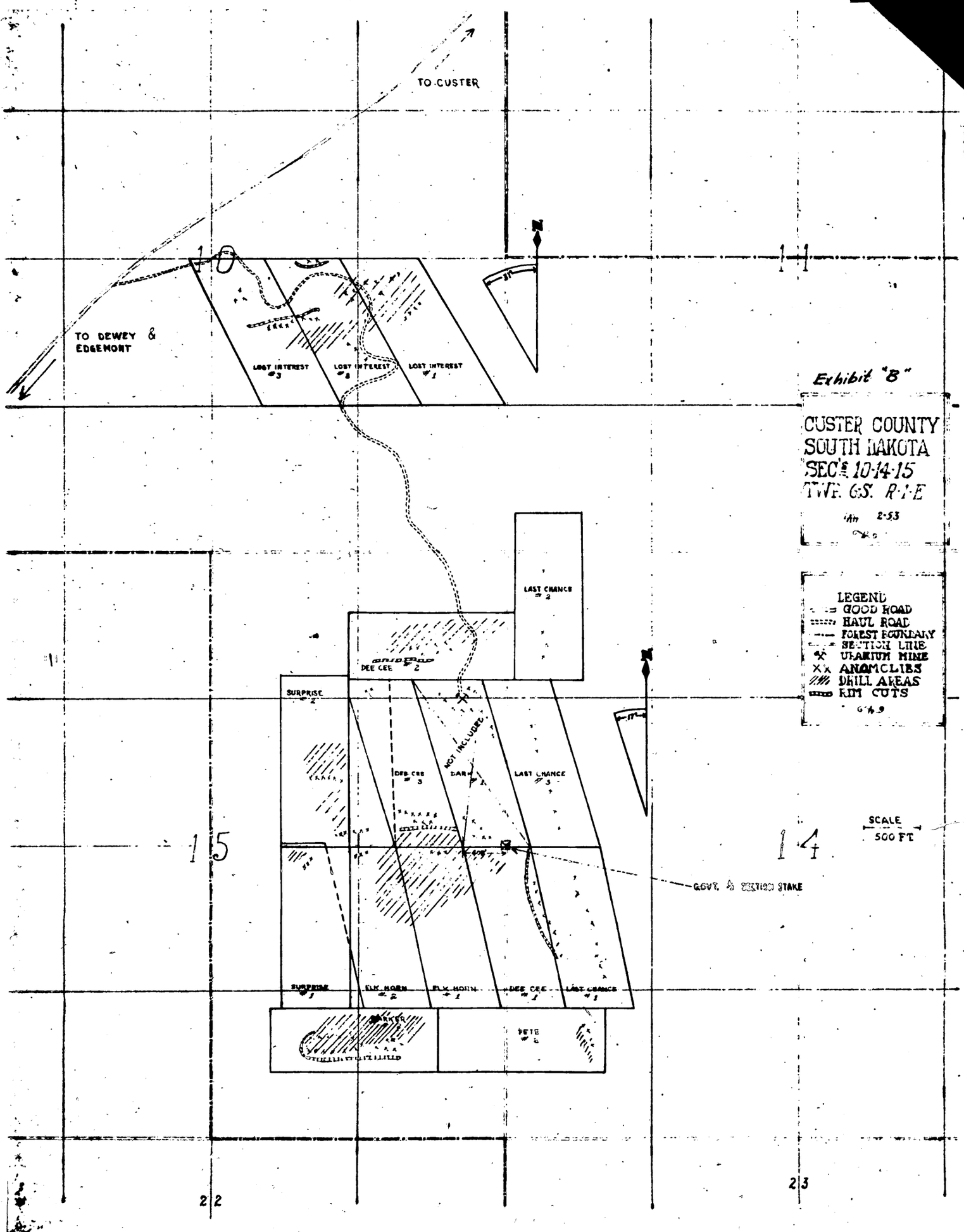
George Lampert

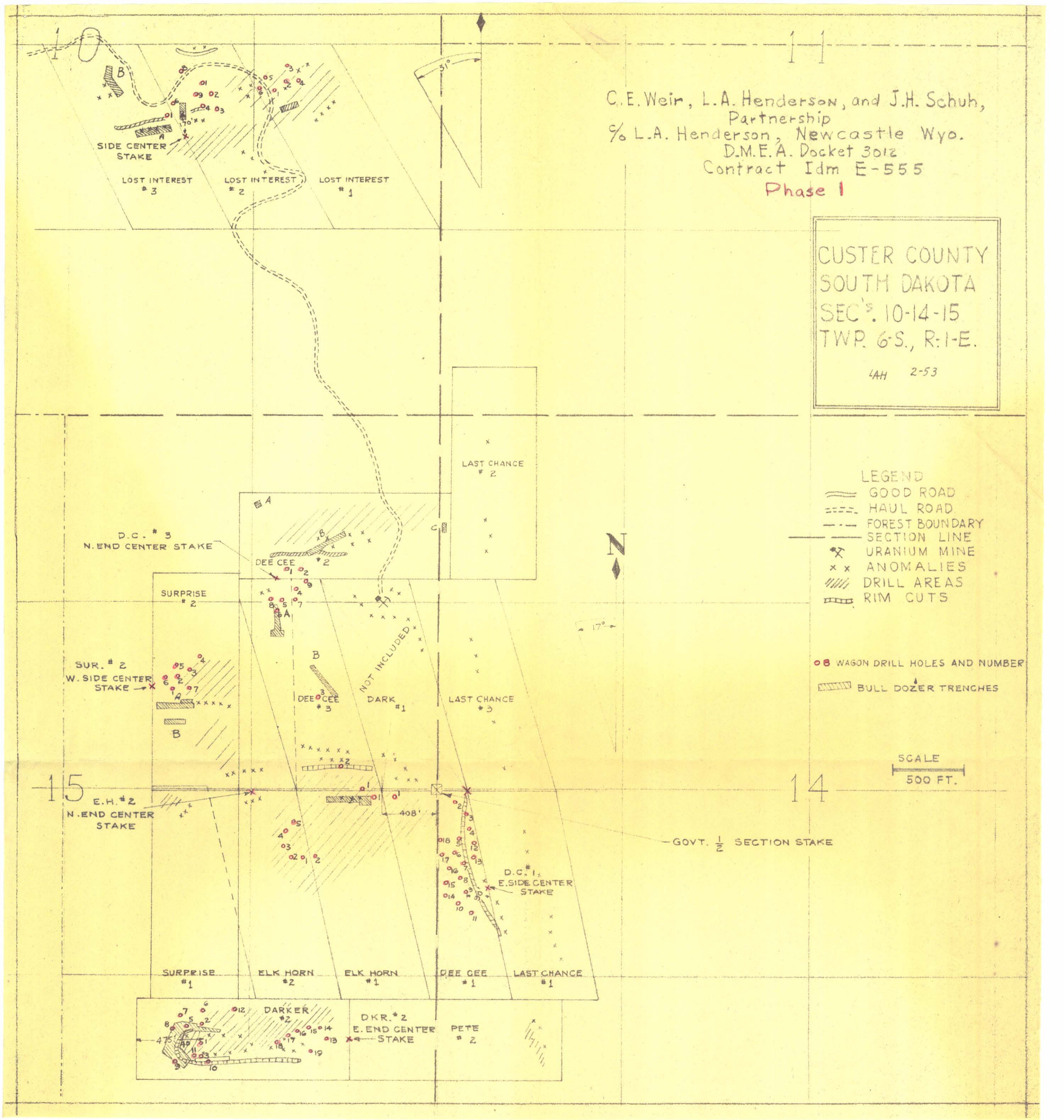
Betty Guild

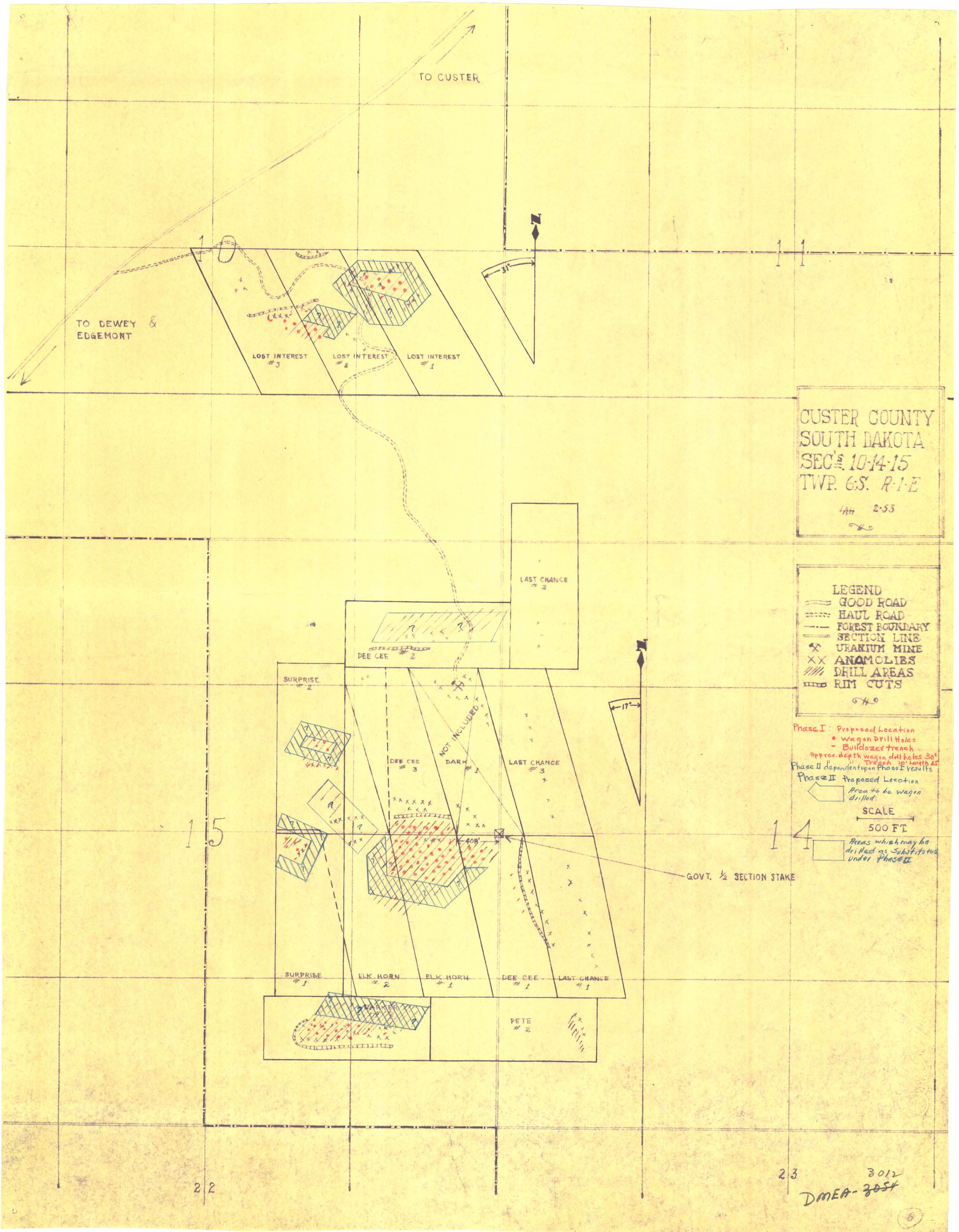

TO DEWEY
EDGEMONT
LOST INTEREST #3
LOST INTEREST #2
LOST INTEREST #1
N
Exhibit "B"
LEGEND
GOOD ROAD
HARD ROAD
FOREST BOUNDARY
QUARTZ MINE
ANOM. LINES
TRENCHES
RIM CUTS
SURPRISE
LIKE HORN
LAST CHANCE
N

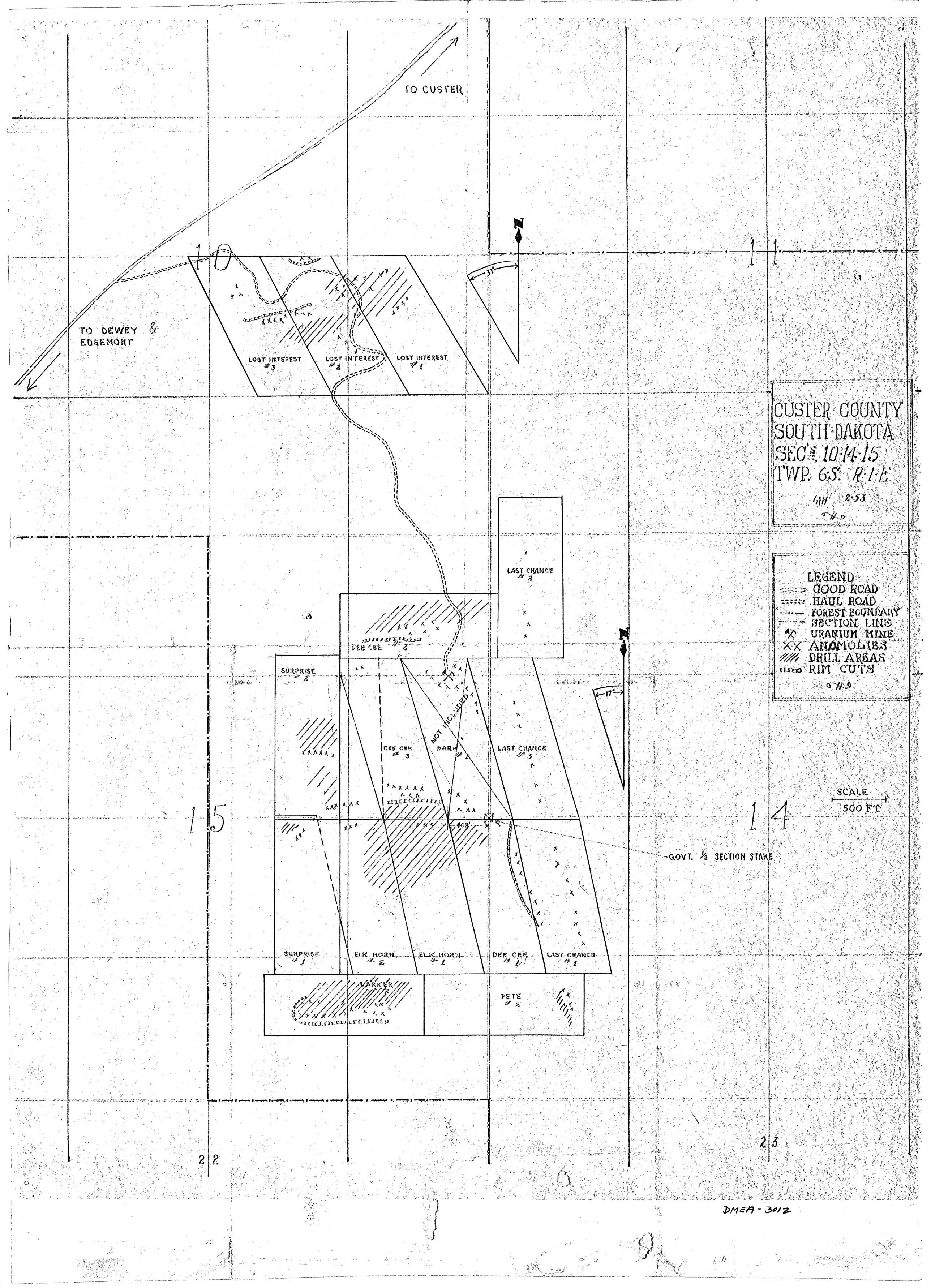
2.2

2.5

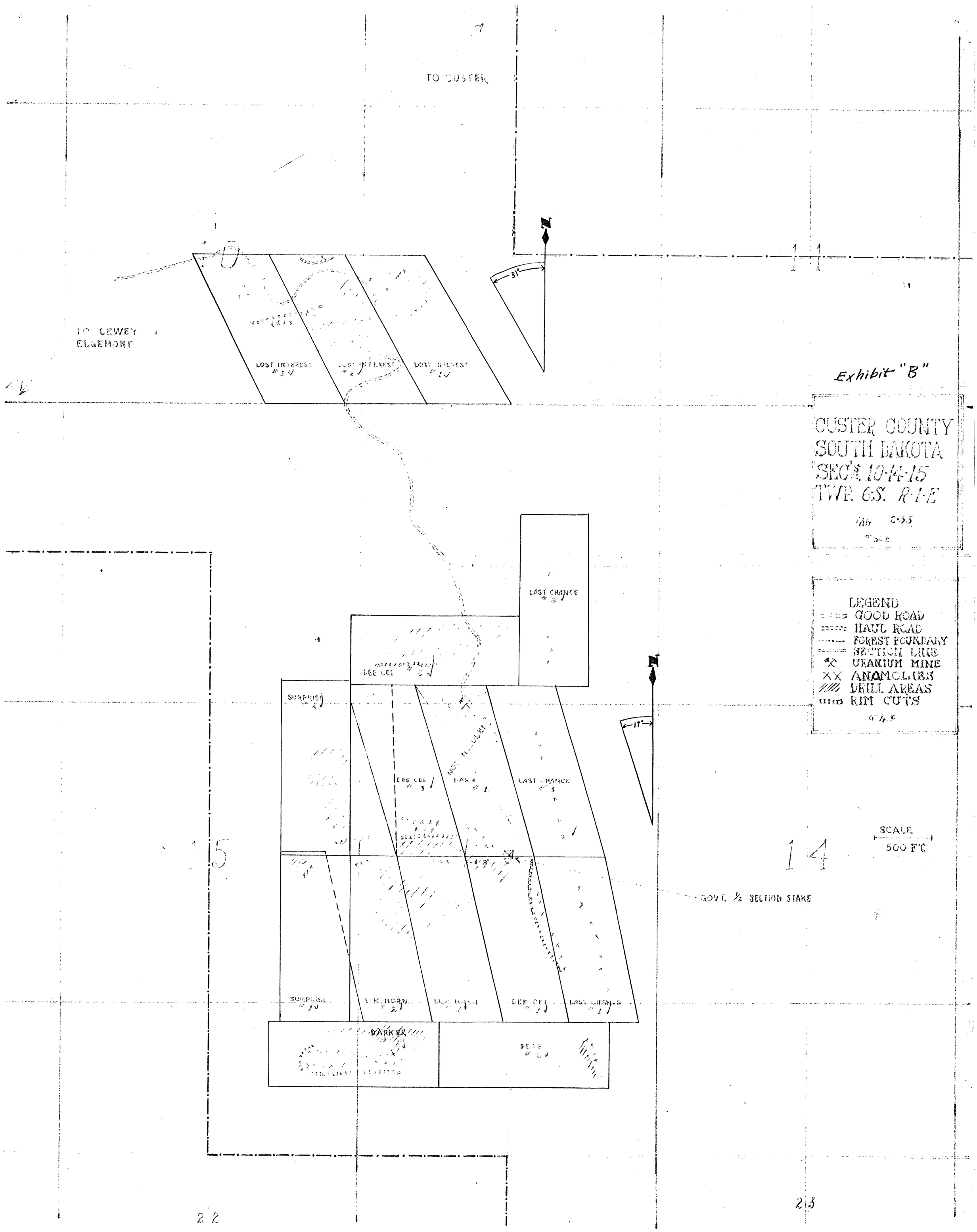

TO CUSTER
TO DEWEY & EDGEMONT
10
11
LOST INTEREST #3
LOST INTEREST #2
LOST INTEREST #1
Exhibit "B"
CUSTER COUNTY
SOUTH DAKOTA
SEC'S 10-14-15
TWP. 6S. R-1-E
2-53
LEGEND
GOOD ROAD
HAUL ROAD
FOREST BOUNDARY
SECTION LINE
URANIUM MINE
ANOMOLIES
DRILL AREAS
RIM CUTS
LAST CHANCE #2
DEE CEE #2
SURPRISE #2
DEE CEE #3
NOT INCLUDED
DAR #1
LAST CHANCE #3
15
14
SCALE
500 FT
GOVT. 1/4 SECTION STAKE
SURPRISE #1
ELK HORN #2
ELK HORN #1
DEE CEE #1
LAST CHANCE #1
PETE #2
22
23


C.E. Weir, L.A. Henderson, and J.H. Schuh,
Partnership
c/o L.A. Henderson, Newcastle Wyo.
D.M.E.A. Docket 3012
Contract Idm E-555
Phase 1
CUSTER COUNTY
SOUTH DAKOTA
SEC's. 10-14-15
TWP. 6-S., R-1-E.
LAH 2-53
LEGEND
GOOD ROAD
HAUL ROAD
FOREST BOUNDARY
SECTION LINE
URANIUM MINE
ANOMALIES
DRILL AREAS
RIM CUTS
WAGON DRILL HOLES AND NUMBER
BULL DOZER TRENCHES
SCALE
500 FT.
N
SIDE CENTER STAKE
LOST INTEREST #3
LOST INTEREST #2
LOST INTEREST #1
LAST CHANCE #2
D.C. #3
N. END CENTER STAKE
DEE CEE #2
SURPRISE #2
NOT INCLUDED
SUR. #2
W. SIDE CENTER STAKE
DEE CEE #3
DARK #1
LAST CHANCE #3
15
14
E.H. #2
N. END CENTER STAKE
408'
GOVT. 1/2 SECTION STAKE
D.C. #1
E. SIDE CENTER STAKE
SURPRISE #1
ELK HORN #2
ELK HORN #1
DEE CEE #1
LAST CHANCE #1
DARKER #2
DKR. #2
E. END CENTER STAKE
PETE #2


TO CUSTER
TO DEWEY & EDGEMONT
10
11
14
15
22
23
N
31°
17°
LOST INTEREST #3
LOST INTEREST #2
LOST INTEREST #1
LAST CHANCE #2
DEE CEE #2
SURPRISE #2
NOT INCLUDED
DEE CEE #3
DARK #1
LAST CHANCE #3
408'
GOVT. ½ SECTION STAKE
SURPRISE #1
ELK HORN #2
ELK HORN #1
DEE CEE #1
LAST CHANCE #1
DARKER #2
PETE #2
CUSTER COUNTY
SOUTH DAKOTA
SEC'S. 10-14-15
TWP. 6S. R-1-E
AH 2-53
LEGEND
GOOD ROAD
HAUL ROAD
FOREST BOUNDARY
SECTION LINE
URANIUM MINE
ANOMOLIES
DRILL AREAS
RIM CUTS
Phase I: Proposed Location
• Wagon Drill Holes
- Bulldozer trench
Approx. depth wagon drill holes 30'
" Trench 10' length 25
Phase II dependent upon Phase I results
Phase II Proposed Location
Area to be wagon drilled
SCALE
500 FT.
Areas which may be drilled as substitutes under Phase II
DMEA-3012
~~3054~~
6


TO CUSTER
TO DEWEY & EDGEMONT
10
11
31°
LOST INTEREST #3
LOST INTEREST #2
LOST INTEREST #1
CUSTER COUNTY
SOUTH DAKOTA
SEC'S. 10-14-15
TWP. 6S. R-1-E
LEGEND
GOOD ROAD
HAUL ROAD
FOREST BOUNDARY
SECTION LINE
URANIUM MINE
ANAMOLIES
DRILL AREAS
RIM CUTS
LAST CHANCE #3
DEE CEE #6
SURPRISE #2
NOT INCLUDED
DEE CEE #3
DARK #1
LAST CHANCE #3
17°
SCALE
500 FT
15
14
403'
GOVT. ½ SECTION STAKE
SURPRISE #1
ELK HORN #2
ELK HORN #1
DEE CEE #4
LAST CHANCE #1
MARKER #2
PETE #2
22
23

DMEA - 3012


TO CUSTER
TO DEWEY
ELGEMONT
LOST INTEREST
LOST INTEREST
LOST INTEREST
31°
Exhibit "B"
CUSTER COUNTY
SOUTH DAKOTA
SEC'S. 10-14-15
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LEGEND
GOOD ROAD
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FOREST BOUNDARY
SECTION LINES
URANIUM MINE
ANOMOLIES
DRILL AREAS
RIM CUTS
LAST CHANCE
LEE CEE
SURPRISE
LEE CEE
LAST CHANCE
17°
SCALE
500 FT.
GOVT. ½ SECTION STAKE
SURPRISE
LEE CEE
LAST CHANCE
DARKER
PETE
15
14
22
23

DMEA - 3012